

FIRST CERTIFICATE OF AMENDMENT

TO

THE CONDOMINIUM DECLARATION FOR PHASE I

WEST WILLOWS CONDOMINIUMS

This document hereby amends the Condominium Declaration for Phase I West Willows Condominiums which was recorded in the County Records in and for the County of San Miguel, State of Colorado in Book 384 at pages 503-515 and Plat Book #1 at pages 197-199.

Amendment One:

Paragraphs One through Thirty One, inclusive, are hereby deleted in their entirety and are hereby replaced by the following:

WHEREAS, William R. McAllister and Barry S. Medivetsky are the owners of Unit A, Phase I West Willows Condominiums; and

WHEREAS, Ski Condo Investments, a General Partnership, composed of Jones Osborn II, William J. Maledon and E. Douglas Dalton owners of Unit B, Phase I West Willows Condominiums; and

WHEREAS, William Healy is the owner of Unit C, Phase I West Willows Condominiums; and

WHEREAS, the Estate of Joseph F. Martori, Deceased, Joseph P. Martori, Trustee under Declaration of Trust dated December 30, 1976 and Joseph P. Martori and Edward J. Martori, Trustee under Trust Agreement dated December 28, 1979 have an equitable interest in Unit B, Phase I West Willows Condominiums pursuant to the Deed of Trust recorded in the Office of the Clerk and Recorder for San Miguel County, Colorado in Book 385 at pages 843-844; and

WHEREAS, the above named parties collectively possess all right and title and interest in that property described in the records of the Office of the Clerk and Recorder for San Miguel County in Book 384 at pages 503-515 and Plat Book #1 at pages 197-199; and

WHEREAS, the above named parties, collectively hereinafter referred to as Amenders, desire to amend the Declaration filed in the Office of the Clerk and Recorder for San Miguel County, Colorado in Book 384 at pages 503-515; and

WHEREAS, Amenders desire to amend the original Declaration to enable William R. McAllister and Barry S. Medivetsky, or their assigns, hereinafter referred to as Declarant, to develop the real property, described immediately hereafter, in conjunction with the real property described herein above, to phase develop the real property located in the Town of Telluride, County of San Miguel, State of Colorado to wit:

Parcels 2 and 3 pursuant to the replat of Lot 40, Backman Village Subdivision which is recorded in the Office of the Clerk and Recorder for San Miguel County, Colorado in Plat Book #1 at pages 160-160A; and

WHEREAS, Declarant plans to construct thereon a three building, twelve (12) unit condominium project, including the units presently existing which are described above; and

WHEREAS, Amendors and Declarant desire to establish a plan for the ownership in fee simple of real property estates, subject to the easements, restrictions, reservations, conditions, taxes and assessments as set forth in this Declaration, consisting of the area of space contained in each of the air space units in the building improvements and the co-ownership by the individual and separate owners thereof, as tenants in common, all of which remaining property, is hereinafter defined and referred to as the "common elements".

NOW, THEREFORE, Amendors do hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, reservations, limitations and obligations shall be deemed to run with the land, shall be a burden and a benefit to Declarant, its successors and assigns, and any person acquiring or owning an interest in the Real Property, their grantees, successors, heirs, assigns, executors, administrators, and devisees.

1. Submission to Condominium Ownership. Amendors do hereby submit the Real Property on Exhibit A and the improvements to be constructed thereon to condominium ownership pursuant to the Condominium Ownership Act of the State of Colorado.

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

(a) "Unit" means an individual air space unit contained within the perimeter walls, floors, ceilings, windows and doors of a unit, or other boundary lines shown on the condominium map, in a building situated on the Real Property, and as shown and described on a Condominium Map recorded in the County of San Miguel, Colorado, together with (i) all fixtures and improvements therein, except for common physical utility facilities; (ii) the inner decorated or finished surfaces of such unit's perimeter walls; floors and ceilings; and (iii) the interior non-supporting walls within the Unit. The term does not include, however, the undecorated or unfinished surfaces of the perimeter walls, floors or ceilings of a Unit, any utility facilities running through the unit that serve more than one unit, or any other common element or part thereof located within the unit. The condominium map is recorded in the office of the Clerk and Recorder for San Miguel County, Colorado in Book 1 at pages 197-199

(b) "Condominium Unit" means the fee simple interest and title in and to a Unit, together with the undivided interest in the common elements appurtenant to such Unit, and all other rights and burdens created by this Declaration.

(c) "Owner" means a person, persons, firm, corporation, partnership, association or other legal entity, or any combination thereof, which own(s) an interest in one or more Condominium Unit, but excluding, however, any such person having an interest therein merely as a Mortgagee (unless such Mortgagee has acquired fee simple title to a Condominium Unit pursuant to foreclosure or any proceedings in lieu thereof).

(d) "Common elements" means and includes all of the Real property now or hereafter submitted to Condominium Ownership and all the improvements now or hereafter constructed thereon, excluding the Units. The common elements shall consist of the general common elements and limited common elements. The common elements shall be owned, as tenants in common, by the Owners of the separate Units, each Owner of a Unit having an undivided interest in such common elements as is hereinafter provided.

(1) "General common elements" means and includes the land described above; the structural components of the buildings, including but not limited to the foundations, girders, beams, supports, roofs, and bearing and structural walls; the yards, gardens, chimneys; installations of central services such as power, light, gas, hot and cold water, heating and air conditioning; the service roads, if any; such improvements and portions of the buildings and areas therein as are provided for the community use, recreation, utility and common use of all Owners; and all other parts of such Real Property and the improvements thereon necessary or convenient to its existence, maintenance and safety which are normally and reasonably in general common use, including the air above such land. The general common elements shall include all tangible physical properties of this project except limited common elements and the Units.

(2) "Limited common elements" means those parts of the common elements which are either limited to and reserved for the exclusive use of an Owner of a Condominium Unit or are limited to and reserved for the common use of more than one but fewer than all of the Condominium Unit Owners. The limited common elements shall include, by way of illustration and not limitation, forced air heaters/air conditions and duct work, balconies and storage areas.

(e) "Condominium Project" or "Project" means all of the Real Property submitted to condominium ownership by this Declaration and subsequently submitted, if any, as is hereinafter provided.

(f) "Declaration" means this document (i.e., "First Certificate of Amendment to The Condominium Declaration for Phase I West Willows Condominiums") and amendments and supplements thereto, if any.

(g) "Common expenses" means and includes (i) expenses of and/or relating to the common elements; (ii) expenses declared common expenses by the Association; (iii) all sums lawfully assessed against the common elements by the Board of Directors of the Association; and (iv) expenses agreed upon as common expenses by the Association of Unit Owners.

(h) "Association of Unit Owners" or "Association" means the Association formed as a Colorado not-for-profit corporation

bearing the name of Phase I West Willows Homeowners Association, Inc., the Articles of Incorporation and Bylaws of which shall govern the administration of this Condominium Project, and the members of which shall be all of the Owners of the Condominium Units.

(i) "Building" means a building containing Condominium Units as shown on the Map.

(j) "Map", "Condominium Map" or "Supplemental Map" means and includes the engineering survey of the land depicting and locating thereon all of the improvements; and the floor and elevation plans and any other drawings or diagrammatic plan depicting a part of or all of the improvements and land which are included in this Condominium Project, all of which is more fully described in Section 6 supra.

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

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

(m) "Declarant" shall mean William R. McAllister and Barry S. Medivetsky, their successors and assigns.

(n) "Board of Directors" or "Board of Managers" shall mean the board of directors of the Phase I West Willows Condominiums Homeowners Association.

(o) Ski Condo Investments and William Healy shall be included in that group referred to as "Owner".

(p) The Estate of Joseph P. Martori, Deceased, Joseph P. Martor, Trustee under Declaration of Trust dated December 30, 1976 and Joseph P. Martori and Edward J. Martori, Trustee under Trust Agreement dated December 28, 1979 shall be included in that group referred to as a "Mortgagee".

(q) "West Willows I" shall mean "Phase I West Willows Condominiums".

(r) "Bylaws" shall mean the corporate bylaws of Phase I West Willows Homeowners Association, a Colorado not-for-profit corporation.

3. Division of Property into Condominium Units and Conveyance Of Units.

(a) Division of Property: The Real Property described above, including the improvements thereon, is hereby divided into three (3) fee simple estates (i.e., Condominium Units). Each such estate shall consist of a separately designated Unit and the undivided interest in and to the common elements appurtenant to such Unit as set forth on Exhibit B, attached hereto and incorporated by reference herein.

(b) Right to Combine or Expand Condominium Units. Owners shall have the right to physically combine the area or space of one Unit with the area or space of one or more adjoining Units. In the event of any such physical combining of Units to create a combined Unit, such combined Unit shall also include the combining of the fixtures and improvements and of the undivided interests in common elements appurtenant to the Units so combined.

4. Limited Common Elements. Subject to the definition thereof, the limited common elements shall be identified on the Map. Any balcony, porch or patio which is accessible from, associated with and which adjoins a Unit shall without further reference thereto, be used in connection with such Unit to the exclusion of the use thereof by the other Owners of the common elements, except by invitation. Similarly, certain forced air heating/air conditioning equipment and ducts are limited common elements.

Declarant is granted and reserves the right subsequent to the date of the recording of this Declaration to assign all parking and garage spaces or storage spaces within the Project to the Owner or Owners of units within the Project and upon such assignment, said garage spaces or storage spaces shall be limited common elements appurtenant to the Unit to which it has been assigned.

Except as provided above, all of the Owners of Condominium Units in this Condominium Project shall have a non-exclusive right in common with all of the other Owners to use of sidewalks, recreational facilities, streets and drives located within the entire Condominium Project. In addition to rights of use herein described and elsewhere described in this Declaration, the Association, its Board of Managers and its Managing Agent shall have the unrestricted irrevocable easement to traverse, cross and utilize any portion of the common elements which may be necessary in order to maintain, repair or replace general and/or limited common elements. No reference need be made of any such limited common elements which are exclusive or non-exclusive, in any instrument or conveyance or other instrument in accordance with Section 5 of this Declaration, except as specifically hereinabove required.

5. Description of Condominium Unit.

(a) Every contract for the sale of a Condominium Unit written prior to the recordation of the Map and this Declaration may legally describe a Condominium Unit by its identifying Unit designation, followed by the words "West Willows I". The location of such Condominium Unit shall be depicted on a Map subsequently recorded. Upon recordation of the Condominium Map in the County of San Miguel, Colorado, such description shall be conclusively presumed to relate to the thereon described Condominium Units.

(b) After the Condominium Map and this Declaration have been recorded as aforesaid, every contract, deed, lease, mortgage, deed of trust, will or other instrument may legally describe a Condominium Unit as follows:

Condominium Unit No. _____, Building No. _____, Phase I West Willows Condominiums in accordance with the Declaration recorded on December 20, 1980 in Book 384 at page 503 and Condominium Map recorded on December 20, 1980 in Plat Book 1 at pages 197-199 and Amended by the First Certificate of Amendment to The Condominium Declaration for Phase I West Willows Condominiums recorded on November 20, 1980 in Book 380 at pages 96 - 132, in the Office of the Clerk and Recorder for San Miguel County, Colorado.

Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber, or otherwise affect not only the Unit, but also the undivided interest in the common elements appurtenant to said Unit and all other appurtenant properties and property rights, and incorporate all of the rights, limitations and burdens incident to ownership of a Condominium Unit as described in this Declaration and Condominium Map. Each such description shall be construed to include a non-exclusive easement for ingress and egress to and from an Owner's Unit and the use of all the general common elements as well as all of the limited common elements appurtenant to said Unit.

(c) The reference to the Map and Declaration in any instrument shall be deemed to include any supplements or amendments to the Map or Declaration, without specific reference(s) thereto.

6. Condominium Map. The Map may be filed for record in parts or sections. The initial Map and each supplement thereto, shall be recorded prior to the conveyance of any of the Condominium Units shown thereon. The initial map and the supplements thereto in the aggregate shall depict and show at least the following: the legal description of the land and a survey thereof; the location of the Buildings in reference to the exterior boundaries of the land; the floor and elevation plans; the location of the Units within the Buildings, both horizontally and vertically; the thickness of the common walls between or separating the Units; the location of any structural components or supporting elements of the Buildings located within a Unit; the Condominium Unit designations; the Building designations.

Each such Map shall contain the certificate of a registered professional engineer, or licensed architect or registered land surveyor certifying that the Map substantially depicts the location and the horizontal and vertical measurements of the Units, the Unit designations, the Building designations, the location of the garage, parking and storage spaces and the elevations of the constructed unfinished floors and ceilings of the Units and an affirmation that such Map was prepared subsequent to substantial completion of the improvements shown thereon. In interpreting the Map, the existing physical boundaries of each separate Unit as constructed shall be conclusively presumed to be its boundaries. Declarant is granted and reserves the right to amend the Map, from time to time, to conform the same according to the actual location of any of the improvements and to establish, vacate and relocate easements, access roads and on-site parking areas. Declarant's right, as hereinabove set forth, shall terminate on the conveyance by Declarant of eighty percent (80%) Condominium Units within the Project, or December 31, 1987 whichever last occurs.

7. Inseparability of a Condominium Unit. Each Unit, the appurtenant undivided interest in the common elements, as well as all other appurtenances, rights and burdens, shall together comprise one Condominium Unit, which Condominium Unit shall be inseparable and may be conveyed, leased, devised or encumbered only as a Condominium Unit. An Owner shall be entitled to lease any parking space, garage space and/or storage space which is a limited common element appurtenant to his Unit to any other Owner, provided, however, that the term of said lease will expire, if not before, upon the sale of said Owner's Condominium Unit.

8. Separate Assessment and Taxation - Notice to Assessor. Declarant shall give written notice to the assessor of the County of San Miguel, Colorado, of the creation of Condominium Ownership of this Project, as is provided by law, so that each Unit and

the undivided interest in the common elements appurtenant thereto shall be deemed a separate parcel of real estate for purposes of separate assessment and taxation.

9. Form of Ownership - Title. A Condominium Unit may be held and owned in any real property tenancy or estate recognized under the laws of the State of Colorado.

10. Non-Partitionability and Transfer of Common Element. The common elements shall be owned in common by all of the Owners of the Units and shall remain undivided. By the acceptance of his deed or other instrument of conveyance or assignment, each Owner specifically waives his right to institute and/or maintain a partition action or any other action designed to cause a division of the common elements. Each Owner specifically agrees not to institute any action therefore. Furthermore, each Owner agrees that this Section 10 may be pleaded as a bar to the maintenance of such an action. A violation of this provision shall entitle the Association to personally collect, jointly and severally, from the parties violating the same, the actual attorney fees, costs and other damages the Association incurs in connection therewith. Further, all Owners, and the Association, covenant that, except as provided in Section 3(b), they shall neither by act nor omission, seek to abandon, subdivide, encumber, sell or transfer the common elements without first obtaining the written consent of all of the first Mortgagees of the individual Condominium Units. Each such Mortgagee shall have one vote for each Mortgage owned by it. Any such action without the written consent of said Mortgagees shall be null and void.

11. Use of General and Limited Common Elements. Each Owner shall be entitled to exclusive ownership and possession of his Unit. Each owner may use the appurtenant general and limited common elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners. The Association may adopt rules and regulations governing the use of general and limited common elements, but such rules and regulations shall be uniform and non-discriminatory. Each Owner, by the acceptance of his deed or other instrument of conveyance or assignment, agrees to be bound by the existing and thereafter adopted rules and regulations. The Association shall be empowered to adopt rules and regulations governing the use of such parking areas provided that any such rules and regulations shall be uniform and non-discriminatory.

12. Use and Occupancy. The units shall be used and occupied by the Owner, the Owner's family, and his guests, or tenants for residential purposes, provided, however, that the leasing of a condominium unit shall not be a violation of this provision. Notwithstanding the above, the Association may use any Condominium Unit which it owns or leases as a business office and/or a residence for any on-site resident manager, sales representative or custodian.

13. Easements.

(a) Encroachments. In the event that any portion of the common elements encroaches upon any Unit or Units; or in the event that any portion of a Unit encroaches upon any other Unit or Units or upon any portion of the common elements, or in the event any encroachment shall occur in the future as a result of: (i) settling of a Building; or (ii) alteration or repair to the common elements, or (iii) repair or restoration of a Building

and/or a Unit or Units after damage by fire or other casualty, or condemnation or eminent domain proceedings; a valid easement shall exist for the encroachment and for the maintenance of the same so long as the Building(s) stands or encroachment exists. In the event that any one or more of the Units or Buildings or other improvements comprising part of the common elements are partially or totally destroyed and are subsequently rebuilt or reconstructed in substantially the same location, and as a result of such rebuilding any portion thereof shall encroach as provided in the preceding sentence, a valid easement for such encroachment shall then exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the common elements or on the Units for purposes of marketability of title or other purposes. In interpreting any and all provisions of the Declaration, subsequent deeds to and/or Mortgages relating to Condominium Units, the actual location of a Unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered notwithstanding any minor deviations, either horizontally, vertically or laterally from the location of such Unit indicated on the Condominium Map.

(b) Maintenance Easement. An easement is hereby granted to the Association, its officers, agents, employees and assigns upon, across, over, in and under the common elements to make such use of the common elements as may be necessary or appropriate to perform the duties and functions which it is obligated and/or permitted to perform pursuant to this Declaration, including the right to construct and maintain on the common elements maintenance and storage facilities for the use of the Association. Further, an easement is hereby granted to the Declarant, its agents and employees and the Association, its employees and third party contractors for ingress and egress to any Condominium Unit within the Project in order to permit Declarant to perform any necessary maintenance and/or repairs required of it under the terms and provisions of any Purchase Agreement between Declarant and the Owner of an individual Condominium Unit.

(c) Emergency Easement. An easement for ingress and egress is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons to enter upon all streets and upon the Project in the performance of their duties.

14. Termination of Mechanic's Lien Rights and Indemnification. Subsequent to the completion of any alterations, modifications or additions to the improvements described on the Map, no labor performed or materials furnished and incorporated in a Unit with the consent or at the request of the Unit Owner, his agent, his contractor or subcontractor, shall be the basis for filing a lien against the Condominium Unit of any other Owner not expressly consenting to or requesting the same, or against the common elements. Each Owner shall indemnify and hold harmless each of the other Owners from and against all liability arising from the claim of any lien against the Condominium Unit of any other Owner or against the common elements for construction performed or for labor, materials, services or other products incorporated in the Owner's Condominium Unit at such Owner's request. The provisions herein contained are subject to the rights of the Managing Agent or Board of Managers of the Association as set forth in Section 15.

Notwithstanding the foregoing, any Mortgagee of a Condominium Unit who shall become the Owner of such Condominium Unit pursuant to a lawful foreclosure sale or the taking of a deed in lieu of foreclosure shall not be under any obligation to indemnify and hold harmless any other Owner against liability for claims arising prior to the date such Mortgagee shall have become an Owner.

15. West Willows I Homeowners Association, Inc.

(a) The interests of all Owners of Condominium Units within the Project shall be governed and administered by this Declaration and the Articles of Incorporation and By-Laws of the West Willows I Homeowners Association, Inc. An Owner of a Condominium Unit upon becoming an Owner, shall be a member of the Association and shall remain a member for the period of his ownership.

(b) The Association shall be granted all of the powers necessary to govern, manage, maintain, repair, administer and regulate the Project and to perform all of the duties required of it. Notwithstanding the above, unless all of the first Mortgagees of Condominium Units (based upon one vote for each first Mortgage owned or held) have given their prior written approval, the Association shall not be empowered or entitled to:

(1) By act or omission, seek to abandon, or terminate the Condominium Project;

(2) Change the pro rata interest or obligations of any individual Condominium Unit for the purposes of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Condominium Unit in the common elements;

(3) Partition or subdivide any Condominium Unit;

(4) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium Project shall not be deemed a transfer within the meaning of this clause);

(5) Use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to common elements) for other than the repair, replacement or reconstruction of such Condominium Property, except as provided by statute in case of substantial loss to the Units and/or common elements of the Condominium Project;

(6) Terminate professional management of the Project.

(c) The Association shall grant to each first Mortgagee of a Condominium Unit the right to examine the books and records of the Association at any reasonable time. Further, upon written request any such first Mortgagee shall be entitled to receive an annual financial statement of the Association within ninety (90) days following the end of any fiscal year and/or written notice of all meetings of the Association. The Association hereby grants any such first Mortgagee the right to designate a representative to attend any such meeting.

16. Reservation for Access - Maintenance, Repair and Emergencies.

(a) The Owners shall have the irrevocable right, to be exercised by the Association's Board of Managers or officers, or custodian, or Managing Agent, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common elements therein or accessible therefrom, or at any hour for making emergency repairs, maintenance or inspection therein necessary to prevent damage to the common elements or to another Unit.

(b) Damage to the interior or any part of a Unit, except for Owner installed or constructed improvements resulting from the maintenance, repair, emergency repair or replacement of any of the common elements or as a result of emergency repairs within another Unit at the direction of the Association, shall be a common expense of all of the Owners; provided, however, that if the damage needed to be repaired is caused by negligent or tortious acts of a Unit Owner, members of his family, his agents, employees, invitees, or tenants, then such Condominium Unit Owner shall be responsible and liable for all of such damage and the cost thereof shall forthwith become said Owner's obligation, which must be timely paid. Said obligation shall be a common expense as it relates to said Condominium Unit Owner(s), only, and shall be subject to the provisions elsewhere herein provided. All damaged improvements shall be restored substantially, to the extent reasonably practicable, to the same condition in which they existed prior to the damage. All maintenance, repairs and replacement of the common elements, whether located inside or outside of Units (unless necessitated by the negligence, misuse or tortious act of a Condominium Unit Owner, in which case such expense shall be charged to such Owner), shall be the common expense of all of the Owners. However, the Association shall not be obligated to seek redress for damages caused by a negligent Owner and this covenant shall not abrogate the insurance provisions of this Agreement.

17. Maintenance and Service Responsibility.

(a) Owner:

(1) For maintenance purposes, an Owner shall be deemed to own: the windows and doors; the interior non-supporting walls, floors and ceilings of his Unit; the materials such as, but not limited to, plaster, gypsum drywall, paneling, wallpaper, paint, wall and floor tile and finished surface flooring, and other materials which make up the finished surfaces of the perimeter walls, ceiling and floors within the Unit. An Owner, however, shall not be deemed to own the pipes, wires, conduits or systems (which are general common elements and for brevity are herein and hereafter referred to as "utility facilities") running through his Unit which serve one or more other Units except as a tenant in common with the other Owners. Such utility facilities shall not be disturbed or relocated by an Owner without the written prior consent and approval of the Board of Managers, and any such alteration, relocation, enlargement, addition or modification shall be at the Owner's expense, which expense shall include all expenses incurred by the Association in reference thereto.

(2) An Owner shall maintain and keep in repair the interior of his own Unit, including the fixtures and utilities located therein to the extent current repair shall be necessary in order to avoid damaging other Condominium Units or the common elements. All fixtures and equipment and utilities installed

term in excess of one (1) year and shall provide that the same shall be terminable on thirty (30) days written notice, with or without cause or payment of a termination fee.

18. Compliance with Provisions of the Declaration, Articles of Incorporation and Bylaws of the Association. Each Owner shall comply strictly with the provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and the decisions, resolutions, rules and regulations of the Association adopted pursuant thereto, as the same may be lawfully made and amended and/or modified from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in connection therewith, which action shall be maintainable by the Association's Board of Directors or Managing Agent in the name of the Association on behalf of the Owners, or, in a proper case, by an aggrieved Owner.

19. Revocation or Amendment to Declaration. Except as is otherwise provided in Section 27, this Declaration shall not be revoked unless all the Owners and all first Mortgagees consent and agree to such revocation by instrument(s) duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership of at least seventy-five percent (75%) of the undivided interests in the common elements and all of the first Mortgagees of Condominium Units consent and agree to such amendment by instrument(s) duly recorded; provided, however, that the undivided interest in the common elements appurtenant to each Unit, as expressed in the Declaration, shall have a permanent character and shall not be altered without the consent of all of the Unit Owners and all of the first Mortgagees of Condominium Units as expressed in an amended Declaration duly recorded. The consent(s) of any junior Mortgagee shall not be required under the provisions of this Section. In determining whether the appropriate percentage of Mortgagee approval is obtained, each first Mortgagee shall have one (1) vote for each first Mortgage owned.

Notwithstanding the foregoing, Declarant hereby receives and is hereby granted the right and power, until such time as all Condominium Units within the Project are conveyed by Declarant, to record a Special Amendment to this Declaration to amend this Declaration to: (i) comply with the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veterans Administration and/or the Federal Housing Administration and/or (ii) to induce any of such agencies or entities to make purchase, sell, insure, or guarantee first mortgages or deeds of trust covering Condominium Units. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, or other instrument affecting a Condominium Unit and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of Declarant to make, execute and record Special Amendments on behalf of the Owners.

No Special Amendment made by Declarant shall affect or impair the lien of the first mortgage or deed of trust upon a Condominium Unit or any warranties made by an Owner or First Mortgagee in order to induce any of the above agencies or entities to make, purchase, insure, or guarantee the first mortgage or deed of trust on such Owner's Condominium Unit.

20. Additions, Alterations and Improvements - General and Limited Common Elements. There shall be no capital additions, alterations or improvements, of or to the general or limited

within the Unit commencing at a point where the fixtures, equipment and utilities enter the Unit shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair the structural soundness of the Buildings or impair the proper functioning of the utility facilities, heating, electrical, fire extinguishing, air conditioning or plumbing systems or the structural integrity of the Buildings or impair any easement or hereditament or damage any other component of the Project. An Owner shall always keep the balcony, porch or patio area adjoining and appurtenant to his Unit and any other limited common elements appurtenant thereto in a clean, orderly and sanitary condition.

(3) In addition to the foregoing, Owner shall be obligated to maintain and keep in repair any forced air heating/air conditioning equipment which is a limited common element appurtenant to his Unit, notwithstanding the fact that said forced air heating/air conditioning equipment is situated on the common elements and not totally contained within the individual air space comprising the Owner's Unit.

(b) Association:

(1) The Association shall have the duty of maintaining and repairing all of the common elements within the Project, except forced air heating/air conditioning units which are limited common elements appurtenant to a Unit. The cost of said maintenance and repair shall be a common expense of all of the Owners.

The Association shall not need the prior approval of its members to cause such maintenance or repairs to be accomplished, notwithstanding the cost thereof.

(2) The Association shall provide to the Owners the following services which shall be paid for out of the common expense assessment, to-wit:

(a) maintenance of the common elements, except as otherwise provided;

(b) administration and management of the Project which shall not include rental management;

(c) providing heating and lighting for common areas;

(d) obtaining and maintaining the insurance required in Section 22 hereof;

(e) enforcing of the provisions, set forth in this Declaration, and the Association's rules and regulations, and collecting of all obligations owed to the Association by the Owners;

(f) acting as attorney-in-fact in the event of damage or destruction as provided for in Section 27 hereof; and

(g) performing all other acts required by this Declaration, or the Articles of Incorporation and Bylaws of the Association.

Notwithstanding the above, the Association reserves the right to hire one or more persons or entities including a Managing Agent, contractors, and employees to perform such services, provided, however, that any Contract in regard to the hiring or employing of such Managing Agents, contractors or employees shall not be for a

common elements by the Association requiring an expenditure in excess of an amount equal to ten percent (10%) of the Association's budget for any calendar or fiscal year in any one calendar year without prior approval of a majority of the Owners, except in the event of an emergency. The limitations set forth above shall not apply to any expenditures made by the Association for maintenance and repair of the common elements as set forth in Section 17, supra, or for repair in the event of damage, destruction or condemnation as provided in Sections 27 and 28, infra.

21. Assessment for Common Expenses.

(a) All Owners, except Declarant, shall be obligated from the date of the first conveyance of a Condominium Unit to pay the estimated common expense assessments (hereinafter sometimes referred to as "assessments") imposed by the Board of Directors of the Association to meet the common expenses and reserves. The assessments shall be made in proportion to each Owner's "Percentage of Responsibility" for payment of assessment, which Percentage of Responsibility is set forth on Exhibit B attached hereto and incorporated by reference herein. Declarant shall have no obligation to pay the estimated common expense assessment imposed by the Board of Directors of the Association to meet the common expenses and reserves on Units owned by Declarant. Declarant hereby agrees to pay to the Association a sum equal to the difference between the monthly cost of operating and maintaining the common elements, exclusive of reserves, and the amount of funds payable by the other Owners to the Association. This obligation of Declarant to subsidize the operations of the Association shall terminate on the conveyance by Declarant of eighty percent (80%) of the Condominium Units within the Project or on December 31, 1987, whichever event occurs first. Subsequent to the occurrence of either of the aforesaid events, Declarant shall be obligated, as any other Owner, in reference to Condominium Units then owned by Declarant to pay the estimated common expense assessments imposed by the Board of Directors to meet the common expenses and reserves. Except as provided elsewhere in this Declaration, the limited common elements shall be maintained as general common elements (except, however, this shall not impose upon the Association the obligation to clean balconies, porches, patios, and storage lockers or maintain and repair any forced air heating/air conditioning equipment which is a limited common element appurtenant to a Unit), and Owners having exclusive use thereof shall not be subject to any special charges or assessments for the repair or maintenance thereof. Assessments for the estimated common expenses shall be due in advance on the first day of each calendar month. If any such monthly installment shall not be paid within thirty (30) days after it shall become due and payable, the Association's Board of Directors may assess a "late charge" thereon in an amount not exceeding Ten Dollars (\$10.00) per month to cover the extra cost and expenses involved in handling such delinquent assessments. Each Owner hereby agrees that the Association's lien on a Condominium Unit for assessments as hereinbefore described shall be superior to the Homestead Exemption provided by Section 38-41-201, C.R.S. 1973 and each Owner hereby agrees that the acceptance of the deed or other instrument of conveyance in regard to any Condominium Unit within this Project shall signify such grantee's waiver of the Homestead right granted in said Section of the Colorado statutes. The Association or Board of Directors shall cause to be prepared, delivered or mailed to each Owner at least once each year a copy of its Budget setting forth the estimated common expense assessments for the ensuing year. Regarding any special assessments, the Board of Managers may implement such procedure as it deems appropriate.

(b) In the event the ownership of a Condominium Unit, title to which is derived from Declarant, commences on a day other than the first day of the assessment period, the common expense assessments for that period will be prorated.

(c) Common expense assessments shall be based upon the cash requirements deemed to be such aggregate sum as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses relating to or connected with the administration, maintenance, ownership, repair, operation, addition, alteration and improvement of the common elements, the Project and personal property owned by the Association except as otherwise provided. Said sum may include, but shall not be limited to, expenses of management; taxes and special assessments until separately assessed; premiums for insurance; landscaping and care of grounds; common lighting and heating; repairs and renovations; trash collection; wages; common water and sewer charges; legal and accounting fees; management fees; expenses and liabilities incurred by the Association's Board of Managers on behalf of the Unit Owners under or by reason of this Declaration and the Articles of Incorporation and By-Laws of the Association; for the creation of reasonable contingency reserve, working capital and/or sinking funds; and any and all other costs and expenses relating to the common elements, and/or the Project.

(d) Each Owner shall be obligated to pay all charges for any separately metered utilities such as gas and electricity servicing his Condominium Unit. In the event that any utilities are master metered, then such utility service shall be part of the common expense assessments hereinbefore provided, and shall be assessed to each Owner in accordance with his Percentage of Responsibility as set forth on Exhibit B.

(e) The expenses of maintenance of any garages which are limited common elements appurtenant to a Condominium Unit, will be equally prorated among the Owners of Condominium Units which have such garages appurtenant thereto. All such expense shall be added to such Owner's common expense assessments. The expense attributable to those garages, if any, which are general common elements not appurtenant to any Condominium Unit, after termination of Declarant's rights in said garages, will be charged as part of the Common Expenses.

(f) The omission or failure to fix the assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification or a release of the Owners from their obligations to pay the same.

(g) The Association shall be obligated to establish a reserve fund for the maintenance, repair and replacement of those common elements that must be replaced periodically and such reserve fund shall be funded through the monthly payments of the common expenses and not by extraordinary special assessments. Such reserve amounts shall be segregated in a separate bank or savings account.

(h) In addition to the assessments authorized above, the Board of Directors of the Association may at any time and from time to time, determine, levy and assess in any assessment year, which determination, levy and assessment may be made by the Association's Board of Directors with or without vote of the members of the Association, a special assessment applicable to that particular assessment year for the purpose of defraying, in whole or in part, the unbudgeted costs, payments for any deficit remaining from a

previous period, fees and expenses of any construction, reconstruction, repair, demolition, replacement or maintenance of the common elements, the Project, or any facilities located thereon, specifically including any fixtures and personal property related thereto; provided, however, that the Association may make special assessments in an amount greater than One Thousand Dollars (\$1,000.00) only with the consent of a majority of the Owners. The amounts determined, levied and assessed pursuant hereto shall be assessed to each Owner in accordance with his "Percentage of Responsibility" set forth in Exhibit B attached hereto; and shall be due and payable as set forth in the Notice of Assessment promulgated by the Association's Board of Managers.

(i) All Owners of a particular Condominium Unit shall be jointly and severally liable to the Association for the payment of all assessments attributable to such Condominium Unit, including the annual assessment for common expenses and special assessments assessed against their particular Condominium Unit.

22. Insurance.

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

(1) Fire insurance with extended coverage and standard all risk endorsements, which endorsements shall include endorsements for vandalism and malicious mischief. Said casualty insurance shall insure the entire Condominium Project and any property, the nature of which is a common element (including all of the Units and fixtures therein initially installed by the Declarant except for furniture, furnishings, appliances, carpets and drapes or other personal property supplied by or installed by Unit Owners) together with all service equipment contained therein in an amount equal to the full replacement value, without deduction for depreciation. All policies shall contain a standard non-contributory mortgage clause in favor of each Mortgagee of a Condominium Unit, which shall provide that the loss, if any, thereunder, shall be payable to the West Willows I Homeowners Association, Inc. for the use and benefit of Mortgagees as their interests may appear.

(2) If the Condominium Project is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and the sale of Flood Insurance has been made available under the National Flood Insurance Act of 1968, a "blanket" policy of flood insurance on the Condominium Project in an amount which is the lesser of the maximum amount of insurance available under the Act or the aggregate of the unpaid principal balances of the Mortgages on the Condominium Units comprising the Condominium Project.

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

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

(5) The Association shall purchase adequate fidelity coverage against dishonesty of employees, destruction or disappearance of money or securities and forgery. Said policy shall also contain endorsements thereto covering any persons who serve the Association without compensation.

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

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

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

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

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

23. Owner's Personal Obligation for Payment of Assessments. The amount of the common expenses assessed against each Condominium Unit shall be the personal and individual debt of the Owner thereof. No Owner may exempt himself from liability for his contribution for the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his Unit. The Board of Directors shall have the responsibility to take prompt action to collect any unpaid assessment which remains unpaid for more than thirty (30) days from the due date for payment thereof. In the event of default in the payment of the assessment, the defaulting Condominium Unit Owner shall be obligated to pay interest at the rate of eighteen percent (18%) per annum on the amount of the assessment from due date thereof, together with all incurred expenses, including attorney's fees, and together with late charges as hereinabove described. A suit to obtain a money judgment for unpaid common expenses shall be maintainable without constituting an election of remedies or waiving the lien securing said debt.

24. Assessment Lien.

(a) All sums assessed but unpaid for the share of common expenses, whether general or special, chargeable to any Condominium Unit shall constitute a lien on such Condominium Unit superior to all other liens and encumbrances, except only for:

(1) real estate taxes and special assessment liens on the Condominium Unit in favor of any public or quasi-public assessing entity; and

(2) all sums unpaid on a first Mortgage or first deed of trust of record, including advances and all unpaid obligatory sums as may be provided by such encumbrances.

To evidence such lien, the Board of Managers shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of the accrued interest and late charges thereon, the name of the owner of the Condominium Unit and a description of the Condominium Unit. Such a notice shall be signed by one of the Board of Directors or by one of the officers of the Association and shall be recorded in the office of the Clerk and Recorder of the County of San Miguel, Colorado. Such lien shall attach on the date the Notice of Assessment is recorded. Such lien may be enforced by the foreclosure of the defaulting Owner's Condominium Unit by the Association in like manner as a mortgage on real property.

(b) An Owner shall be required to pay the costs, expenses and attorney's fees incurred by the Association in regard to any such default including the cost of preparation and filing the lien, and, in the event of foreclosure proceedings, all additional costs, expenses and attorney's fees incurred. An Owner of the Condominium Unit being foreclosed shall be required to pay to the Association the monthly common expense assessment for the Condominium Unit during the period of foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association shall

have the power and authority to bid for the Condominium Unit at a foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same during such proceeding and its ownership thereof.

(c) Any Mortgagee holding a lien on a Condominium Unit may pay, but shall not be required to pay, any unpaid common expenses payable with respect to such Condominium Unit, and upon such payment, such Mortgagee shall have a lien on such Condominium Unit for the amounts paid of the same rank as the lien of his encumbrance without the necessity of having to record a notice or claim of such lien. The Association shall report to the Mortgagee of a Condominium Unit upon written request any unpaid assessment remaining unpaid for longer than thirty (30) days after the same is due, or other default of any covenant, condition, obligation or term of this Declaration not cured within thirty (30) days; provided, however, that a Mortgagee shall have furnished to the Association, notice of such encumbrance.

(d) Any recorded lien for non-payment of the common expenses may be released by recording a Release of Lien executed by an officer or Manager of the Association.

(e) Amendors and Declarant states in accordance with the requirements of the Colorado Condominium Ownership Act, that it is possible that liens other than mechanic's liens, assessment liens and tax liens, may be obtained against the common elements, including judgment liens and purchase money mortgage liens.

25. Liability for Common Expenses upon Transfer of Condominium is Joint.

(a) A grantee of a Condominium Unit, except for any first Mortgagee who acquires title of a Condominium Unit pursuant to the remedies provided in its Mortgage or by the taking of a deed in lieu thereof, shall be jointly and severally liable with the grantor for all unpaid common expense assessments against the latter for the unpaid common expense assessments up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee therefor; provided, however that upon payment to the Association of a reasonable fee not to exceed Twenty Five Dollars (\$25.00), and upon written request, any such prospective grantee shall be entitled to a statement from the Board of Directors or Managing Agent of the Association, setting forth the amount of the current monthly common expense assessment, the date that such assessment becomes due and any credits for any advanced payments of common expenses and prepaid items, such as insurance premiums, and accumulated amounts for reserves, if any, which statement shall be conclusive upon the Association. Unless such request for such a statement shall be complied with within ten (10) business days from receipt thereof, then such requesting grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien therefor, together with all costs of collection, interest, penalties and reasonable attorney's fees.

(b) Upon receipt of a written request from an Owner, any Mortgagee or prospective Mortgagee of a Condominium Unit, and upon payment to the Association of a reasonable fee not to exceed Twenty Five Dollars (\$25.00), the Association, through any officer or the Board of Directors or by its Managing Agent, shall issue a written statement of account setting forth the amount of the unpaid common expenses, if any, with respect to the subject Condominium Unit, the amount of the current monthly common expense assessment and the date that such assessment becomes due, the amount of any credit for any

advanced payments of common expense assessments and for prepaid items (such as insurance premiums, but not including accumulated amounts for reserves, if any), which statement shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Such request for a statement of indebtedness shall be issued within ten (10) business days from receipt thereof.

(c) Notwithstanding the terms and conditions of Section 25(a), supra, in the event of any default on the part of any Owner under any first Mortgage which entitles the holder thereof to foreclose the same, any sale under such foreclosure, including delivery of a deed to the first Mortgagee in lieu of such foreclosure, shall be made free and clear of the provisions of Section 25(a) relating to the liability of a grantee for the unpaid common expense assessments of his grantor. Further, no first Mortgagee shall be liable for any unpaid common expense assessments accruing prior to the time such Mortgagee becomes the Owner of any Condominium Unit.

26. Encumbrances - Priority. The Owner of a Condominium Unit may create a junior Mortgage liens or encumbrances on his Condominium Unit; provided, however, that any such junior Mortgage, lien or encumbrance shall always be subordinate to the prior and paramount lien of the Association for common expenses and all of the terms, conditions, covenants, restrictions, uses, limitations, and obligations under this Declaration, the Association's Articles of Incorporation and Bylaws, and provided further that such junior Mortgagee(s) hereby releases, for purposes of restoration of any improvements within the Project, all of his right, title and interest in and to the proceeds under all insurance policies purchased by the Association. If confirmation of such release shall be required upon written request of the Association, and if such request is not granted, such release may be executed by the Association as attorney-in-fact for such junior Mortgagee.

27. Destruction, Damage or Obsolescence - Association as Attorney-in-Fact. This Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the Project in the event of its destruction, damage, obsolescence or condemnation, including the repair, replacement and improvement of any Condominium Units, Buildings, common elements or other portion of the Project which has been so destroyed, damaged, condemned or becomes obsolete. Title to any Condominium Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed or other instrument of conveyance from the Declarant or from any Owner or grantor shall constitute appointment of the attorney-in-fact herein provided. All of the Owners irrevocably constitute and appoint the West Willows I Homeowners Association, Inc. as their true and lawful attorney in their name, place and stead, for the purpose of dealing with the Project upon its damage, destruction, obsolescence or condemnation as is hereinafter provided. As attorney-in-fact, the Association, by its President and Secretary or Assistant Secretary or its other duly authorized officers and agents, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of a Condominium Unit Owner which are necessary and appropriate to exercise the powers herein granted. In the event that the Association is dissolved or becomes defunct, a meeting of the Condominium Unit Owners shall be held within thirty (30) days after either such event. At such meeting a new attorney-in-fact, to deal with the Project upon its destruction, damage, obsolescence, or condemnation shall be appointed. Said appointment must be approved by the

Owners representing an aggregate ownership interest of seventy-five percent (75%) or more of the common elements and at least seventy-five percent (75%) of the first Mortgagees of the Condominium Units. Repair and reconstruction of the improvements as used in the succeeding subparagraphs means restoring the improvements to substantially the same condition in which they existed prior to the damage, with each Unit and the general and limited common elements having substantially the same vertical and horizontal boundaries as before, and all improvements being reconstructed or repaired in substantial conformance with the Project's original architectural plan and scheme to the extent then reasonably and economically feasible. The proceeds of any insurance collected shall be available to the Association for the purpose of repair, restoration, reconstruction or replacement unless all of the Owners and all first Mortgagees agree not to rebuild in accordance with the provisions hereinafter set forth.

(a) In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvement(s), shall be applied by the Association as attorney-in-fact, to such reconstruction, and the improvement(s) shall be promptly repaired and reconstructed. The Association shall have full authority, right and power as attorney-in-fact to cause the repair and restoration of the improvement(s). Assessments for common expenses shall not be abated during the period of insurance adjustments and repair and reconstruction.

(b) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is not more than seventy percent (70%) of the total replacement cost of all of the Condominium Units in this Project, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association as attorney-in-fact, using the proceeds of insurance and the proceeds of a special assessment to be made against all of the Owners and their Condominium Units. Such special assessment shall be a common expense and made pro rata according to each Owner's Percentage of Responsibility and shall be due and payable within thirty (30) days after written notice thereof. The Association shall have full authority, right and power as attorney-in-fact, to cause the repair, replacement or restoration of the improvement(s) using all of the insurance proceeds for such purpose, notwithstanding the failure of an Owner to pay the assessment. The assessment provided for herein shall be a debt of each Owner, a lien on his Condominium Unit and may be enforced and collected as provided in Section 24. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the Condominium Unit of any Owner refusing or failing to pay such deficiency assessment within the time provided, and if not so sold, the Association shall cause to be recorded a notice that the Condominium Unit of the delinquent Owner shall be sold by the Association, as attorney-in-fact, pursuant to the provisions of this Section. Assessments for the common expenses shall not be abated during the period of insurance adjustment and repair and reconstruction. The delinquent Owner shall be required to pay to the Association the costs and expenses for filing the notice, in addition at a rate of eighteen percent (18%) per annum, on the amount of the assessment and all reasonable attorney's fees. The proceeds derived from the sale of such Condominium Unit shall be used and distributed by the Association, as attorney-in-fact, in the following order:

(1) For payment of the balance of the lien of any first Mortgage;

(2) For payment of taxes and special assessments liens in favor of any assessing entity and the customary expenses of sale;

(3) For payment of unpaid common expenses and all costs, expenses and fees incurred by the Association;

(4) For payment of junior liens and encumbrances in the order of and to the extent of their priority; and

(5) The balance remaining, if any, shall be paid to the Condominium Unit Owner.

(c) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is more than seventy percent (70%) of the total replacement cost of all of the Condominium Units in this Project, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of a special assessment to be made against all of the Owners and their Condominium Units, provided, however, that Owners representing an aggregate ownership interest of seventy-five percent (75%) or more of the common elements and at least seventy-five percent (75%) of the first Mortgagees of record may agree not to repair or reconstruct the improvements; and in such event, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's President and Secretary or Assistant Secretary, the entire Project shall be sold by the Association pursuant to the provisions of this Section, as attorney-in-fact, for all of the Owners, free and clear of the provisions contained in this Declaration, the Map, Articles of Incorporation and Bylaws. Assessments for common expenses shall not be abated during the period prior to sale. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each Owner's interest in the common elements, and such divided proceeds shall be paid into separate accounts, each such account representing one of the Condominium Units. Each such account shall be in the name of the Association, and shall be further identified by the Condominium Unit designation and the name of the Owner. From each separate account the Association, as attorney-in-fact shall forthwith use and disburse the total amount of each of such accounts, without contribution from one account to another, toward the partial or full payment of the lien of any first Mortgagee encumbering the Condominium Unit represented by such separate account. Thereafter, each such account shall be supplemented by the apportioned amount of the proceeds obtained from the sale of the entire Property. Such apportionment shall be based upon each Condominium Unit Owner's interest in the common elements. The total funds of each account shall be used and disbursed, without contribution, from one account to another by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in subsection (b)(1) through (5) of this Section. In the event that the damage is to be repaired or reconstruction is to be made then the provisions of Section 27(b) shall apply.

(d) The Owners representing an aggregate ownership interest of eighty percent (80%) or more, of the common elements in this Project may agree that the common elements are obsolete and adopt a plan for the renewal and reconstruction, which plan must have the approval of at least eighty percent (80%) of the first Mortgagees of record at the time of the adoption of such plan. If a plan for the renewal or reconstruction is adopted, notice of such plans shall be

recorded, and the expense of renewal and reconstruction shall be payable by all of the Owners as a common expense, whether or not they have previously consented to the plan of renewal and reconstruction. The Association, as attorney-in-fact, shall have the absolute right and power to sell the Condominium Unit of any Owner refusing or failing to pay such assessment within the time provided, and if not so paid the Association shall cause to be recorded a notice that the Condominium Unit of the delinquent Owner shall be sold by the Association. The delinquent Owner shall be required to pay to the Association the costs and expenses for filing the notices, interest at the rate of eighteen percent (18%) per annum, and all reasonable attorney's fees. The proceeds derived from the sale of such Condominium Unit shall be used and disbursed by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in subsection (b)(1) through (5) of this section.

(e) The Owners representing an aggregate ownership interest of eighty percent (80%) or more, of the common elements may agree that the Condominium Units are obsolete and that the same should be sold. Such plan or agreement must have the approval of all of the first Mortgagees of the Condominium Units. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's President and Secretary or Assistant Secretary, the entire Project shall be sold by the Association, as attorney-in-fact, for all of the Owners, free and clear of the provisions contained in this Declaration, the Map, the Articles of Incorporation and the Bylaws. The sale proceeds shall be apportioned among the Owners on the basis of each Owner's interest in the common elements, and such apportioned proceeds shall be paid into separate accounts, each such account representing one Condominium Unit. Each such account shall be in the name of the Association and shall be further identified by the Condominium Unit designation and the name of the Owners. From each separate account, the Association, as attorney-in-fact shall use and disburse the total amount of each of such accounts, without contribution from one account to another, for the same purposes and in the same order as is provided in subsection (b)(1) through (5) of this Section.

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

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

(b) Complete Taking.

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

(2) On the basis of the principle set forth in the last preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable in the same manner provided in Section 27(b)(1) through (5).

(c) Partial Taking. In the event that less than the entire Condominium Project is taken or condemned, sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: as soon as practicable the Association shall reasonably and in good faith, allocate the Condemnation Award between compensation, damages or other proceeds and shall apportion the amounts so allocated among the Owners as follows: (i) the total amount allocated to taking of or injury to the common elements, shall be apportioned among the Owners on the basis of each Owner's interest respectively in the common elements; (ii) the total amount allocated to severance damages shall be apportioned to those Condominium Units which were not taken or condemned; (iii) the respective amounts allocated to the taking of or damaged to a particular Unit and to the improvements an Owner has made within his own Unit shall be apportioned to the particular Unit involved and (iv) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances or as determined by judicial decree. If the allocation of the Condemnation Award is already established in negotiations, judicial decree or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be disbursed as soon as practicable in the same manner provided in Section 27(b)(1) through (5).

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

29. Reorganization. In the event a partial taking results in the taking of a complete Unit, the Owner thereof automatically shall cease to be a member of the Association, shall cease to hold any right, title or interest in the remaining common elements and shall execute any and all documents necessary to accomplish the same. Thereafter, the Association shall reallocate the ownership, voting rights and assessment ratio in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Owners and to the first Mortgagees of all remaining Units for amendment of this Declaration as provided in Section 19.

30. Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Section 2.

31. Registration of Mailing Address. Each Owner shall register his mailing address and the name and address of his first Mortgagee, if any, with the Association and notices or demands intended to be served upon an Owner shall be sent by mail, postage prepaid, addressed in the name of the Owner and first Mortgagee at such registered address. On request, copies of such notices shall be sent to first Mortgagees in a like manner, except when such notices pertain

to matters specifically relating to Mortgage(s), in which case such notice shall be sent certified, return receipt requested or registered.

32. Period of Condominium Ownership. The separate condominium estates created by this Declaration and the Map shall continue until this Declaration is revoked in the manner and as provided in Section 19 of this Declaration or until terminated in the manner and as is provided in Section 27 and 28 of this Declaration.

33. Assessment Reserves and Working Capital Account. Each Owner other than the Amendors, shall be required to deposit at the time of initial purchase and thereafter to maintain with the Association a sum equal to two (2) times the amount of the original estimated monthly common expense assessments, which sum shall be used by the Board of Directors as a reserve for paying such Owner's common expense assessment, for capital repairs and/or replacements, purchase of equipment and for extraordinary common expenses. Such advance payment shall not relieve an Owner from making the regular monthly common expense assessment as the same come due. Upon the sale of his Condominium Unit, an Owner shall be entitled to a credit from his grantee for any unused portion thereof. Failure to so maintain said fund shall constitute a default on behalf of an Owner and the Association shall be entitled to proceed under the remedies granted to it in Section 18, supra. Any interest accruing on such deposit shall not be required to be distributed by the Association. However, such interest if any, for tax purposes is hereby recognized and declared to be constructive receipt received by an Owner.

34. Restrictive Covenants and Obligations.

(a) Subject to subsection (b) hereof, the Project is hereby restricted to residential use, as provided for in paragraph twelve, and uses related to the convenience and enjoyment of such residential as provided for herein uses. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used or permitted to be kept or stored on any portion of the Project at any time either temporarily or permanently.

(b) Notwithstanding any provisions herein contained to the contrary, it shall expressly be permissible for the Declarant, his agent, employees and contractors to use and maintain, at no cost, during the period of construction and sale of the Condominium Units, upon such portion of the Project as Declarant may choose, including any of the recreational facilities, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient, or incidental to the construction and sale or rental of Condominium Units, including, but without limitation, a business office, storage area, construction yards, signs, model units, sales office, construction office, sales and construction trailers, parking areas and lighting.

(c) No animals, livestock, or poultry of any kind shall be raised, bred or kept on the Project, except that not more than one dog or cat or other household pet may be kept per Unit; provided however, that the right to keep a household pet shall be coupled with the responsibility to pay for any damage caused by an Owner's pet. Every Owner of a pet shall maintain strict control over his pet and shall prohibit the pet from making loud, disturbing noises or any other behavior reasonably annoying to other Owners.

The Association may adopt rules and regulations in regard to such household pets, including regulations limiting the size of such pets.

(d) No advertising signs, (except as permitted in certain areas periodically designated by the Association's Board of Directors), unsightly objects or nuisances shall be erected, placed or permitted to remain on the Project, nor shall the Project be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Condominium Unit or any resident thereof. Further, no business activities of any kind whatever shall be conducted in any Building or in any portion of the Project except those permitted by law and the Board of Directors (the exercise of its discretion may be inconsistent) and only if such activities are categorized as "household occupations"; provided, however, that the foregoing restriction shall not apply to the business activities, signs and billboards or the construction and maintenance of Buildings and improvements, if any, of the Declarant, its agents, contractors and assigns during the sale and rental period.

(e) No nuisance shall be allowed on the Condominium Project, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful enjoyment or possession and proper use of the Project by its residents. All parts of Project shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage be allowed to accumulate nor any fire hazard to exist.

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

(g) Except for those improvements erected or installed by the Declarant, and subject to the provisions of Section 38 hereof, no exterior additions to, alterations of or decoration of any Buildings, nor changes in fences, hedges, walls and other structures shall be commenced, erected or maintained without the prior written approval of the Association's Board of Directors.

(h) No commercial type vehicles, campers, trailers, boats, recreational vehicles and no trucks over three-quarter tons shall be stored or parked on the common elements nor shall they be parked on any common driveway except while engaged in transport to or from a Building. Further, doors to any garages shall be kept closed at all times except during ingress and egress.

(i) Abandoned or inoperable automobiles or vehicles of any kind, except as hereinafter provided, shall not be stored or parked on any portion of the Project. An "abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of three (3) weeks or longer; provided however, this shall not include vehicles parked by Owners while on vacation. A written notice describing the "abandoned or inoperable vehicle" and requesting removal thereof may be personally served upon the Owner or posted on the unused vehicle and if such vehicle has not been removed within seventy-two (72) hours thereafter, the Association shall have the right to remove the same without liability to it, and the expense thereof shall be charged against the Owner. If such Owner shall be a member of the Association, the cost thereof shall be added to his next assessment due.

(j) Nothing shall be done or kept in any Condominium Unit or in or on the common elements, or any part thereof, which would result in the cancellation of the insurance on the Project, or any part thereof, or increase of the rate of insurance on the Project or any part thereof, over what the Association, but for such activity, would pay, without the prior written approval of the Association. Nothing shall be done or kept in any Condominium Unit or in or on the common elements, or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other imposed requirement of any governmental body. No damage to or waste of the common elements, or any part thereof, shall be committed by an Owner or by any member of the Owner's family or by any guest, invitee, tenant or contract purchaser of an Owner and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from such damage or waste caused by him, the members of his family, or his guests, invitees, tenant or contract purchasers.

(k) Without the prior written approval of the Board of Directors of the Association, no new exterior television, radio, or other communication antennas or aerials of any type shall be placed, allowed or maintained on any portion of the common elements of the Project.

(l) Additional and supplemental rules and regulations may be adopted by the Board of Directors concerning and governing the use of the general and limited common elements; provided, however, that such rules and regulations shall be furnished to Owners prior to the time that they become effective and that such rules and regulations shall be uniform and non-discriminatory except to the extent that the Board has discretionary rights specifically given to it in this Declaration.

35. Association Right to Acquire Additional Property.

(a) The Board of Directors may acquire and hold for the benefit of all of the Condominium Unit Owners real and personal property and may dispose of the same by sale or otherwise. The beneficial interest in any such property shall be owned by all of the Condominium Unit Owners in the same proportions as their respective interests in the common elements, and such interest therein shall not be transferable except with a conveyance of a Condominium Unit. A conveyance of a Condominium Unit shall transfer to the grantee ownership of the grantor's beneficial interest in all such property interests associated with and appurtenant to the subject Condominium Unit.

(b) The Owners of the Condominium Units described in Exhibit B shall have a perpetual non-exclusive easement in common with all other Condominium Unit Owners in this Condominium Project, on, over and across driveways and extensions thereof which are located on the Condominium Project for purposes of ingress and egress to and from the Units from the public street which adjoins the Condominium Project and any other common element so designated on the Map or Maps, subject, however, to reasonable regulations adopted and amended by the Association.

36. Reservation to Enlarge and Supplement Condominium Project.

(a) Declarant, for itself, its successors and assigns, is expressly granted until December 31, 1987, the right to enlarge this Condominium Project by submitting additional real property (which is described on Exhibit D attached hereto and incorporated herein by reference) and improvements. Such additions shall be expressed in and by a duly recorded Supplement to the Map. The reference to the Map and Declaration in any instrument shall be deemed to include any supplements to the Map and Declaration without specific reference thereto.

(b) Upon the Declarant's annexation of an additional property to this Declaration and the filing of the supplemental condominium map thereof, the undivided interest in the common elements (including all common elements located on the Property described in Exhibit A attached hereto, all common elements located on the additional property contained in such annexation, and all common elements contained in any other property annexed to this Declaration prior to such annexation) appurtenant to each Condominium Unit shall automatically be reduced to a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of all Condominium Units then subject to this Declaration, and the undivided interest in the common elements appurtenant to each Condominium Unit described in and annexed by such supplemental condominium map shall be the same fraction. Such reduction of undivided interest in the common elements appurtenant to a Condominium Unit shall be automatic and no further documentation need be filed of record or further action need be taken by the Declarant, any Owner or any Mortgagee to reflect such modification in undivided interests. The maximum number of additional Condominium Units which may be contained in properties annexed to this Declaration shall not exceed seven (7) units, and accordingly, the minimum undivided interest in common elements appurtenant to a Condominium Unit shall be $(1/12\text{th})$ [As an example only and as a means of illustrating the foregoing modifications of undivided interests, the number of Condominium Units initially subject to this Declaration are three (3) and if the Declarant shall file a supplemental condominium map for the annexation of additional property to this Declaration containing four (4) Condominium Units, then the undivided interest in the common elements appurtenant to each of the three (3) Condominium Units enumerated in Exhibit B attached hereto shall automatically be reduced from $1/3\text{rd}$ to $1/7\text{th}$ and the undivided interest in common elements appurtenant to each of the four (4) Condominium Units in the annexed property shall also be $1/7\text{th}$.]

(c) Annexations to this Declaration pursuant to this Section 36 will contain new additions to the general and limited common elements, which additions may contain any or all of the types of general and limited common elements described herein. Notwithstanding any such annexation, each Owner (regardless of whether such Owner is the Owner of a Condominium Unit enumerated in Exhibit B attached hereto or is the Owner of a Condominium Unit contained in an annexation) shall remain fully liable in accordance with Section 21 hereof with respect to his obligation for the payment of the common expenses of the Association, including the expenses for such new general and limited common elements and new recreational facilities, costs, and fees, if any.

(d) As additional Condominium Units are submitted to this Condominium Project and in order that the common expenses of this Condominium Project be shared proportionately and equitably by the Owners of the initially submitted Condominium Units and the Owners of all subsequently submitted additional Condominium Units, the common expenses shall be prorated in accordance with the following formula:

Individual Assessment = Total common expenses for the Project multiplied by a fraction, the numerator of which is the square footage of a Condominium Unit and the denominator of which is the total square footage of all Condominium Units located within the entire Project.

Further, each Condominium Unit, regardless of the number of owners, shall be entitled to one vote for all purposes hereunder and such voting interest shall not be changed by the enlargement of this Condominium Project or otherwise.

(e) Each Owner shall have the nonexclusive right, together with all other Owners, to use all common elements, open spaces, recreational facilities, grass, and landscaping areas, and all other areas in the Project which are not herein specifically

dedicated to the use of less than all of the Owners. This easement shall be irrevocable and shall be for the purposes of egress and ingress, recreational and social use, and shall apply to all property hereafter committed to this Project.

(f) It is contemplated that additional property reflected on Exhibit D will ultimately be committed to this Project, but the Declarant, its appointees, successors, and assigns shall have no affirmative obligation to do so. The rights of the Declarant, its appointees, successors, and assigns, as described in Section hereof, shall apply to all properties which are added to this Project in accordance with these provisions relating to enlargement thereof.

(g) In regard to any of the Real Property described on Exhibit D which the Declarant annexes to this Project pursuant to the terms of this Section 36, the Declarant hereby covenants to pay all taxes, assessments, mechanic's liens, or other charges affecting any property so annexed which arose prior to the date of annexation. Further, the Declarant agrees that, if requested by the Administrator of the Veterans Administration, it will purchase, at its expense, such policies of insurance as requested by the Administrator to insure the Owners of existing Condominium Units against any risks or liabilities which such Owners may incur as a result of the annexation. Any such policies shall contain an endorsement insuring the Owners of previously submitted Condominium Units as their interests may appear.

(h) The maximum number of units that may be submitted to this Declaration, including the three (3) units presently existing, shall not exceed twelve (12) units.

(i) All additional units submitted to this Declaration shall be built with substantial similarity to the units presently existing. It is the duty of Declarant to construct all additional units in a manner that is functionally and aesthetically compatible with the existing units.

(j) The percentage interest in the common elements as set forth in Exhibit B shall not be decreased to an amount which is less than 1/12th of all common elements which presently are or may be submitted to this Declaration. From time to time as additional units are submitted to this Declaration through Supplements to the Map, Exhibit B shall be amended to accurately reflect fractional ownership interest which is appurtenant to each unit as provided in paragraph 36 (b)

(k) Declarants shall have until December 31, 1987 during which to complete any expansion contemplated in this Declaration.

37. Acceptance of Provisions of All Documents. The conveyance or encumbrance of a Condominium Unit shall be deemed to include the acceptance of all of the provisions of this Declaration, the Articles of Incorporation and Association Bylaws and Rules and Regulations and Management Agreement and shall be binding upon each grantee without the necessity of inclusion of such an express provision in the instrument of conveyance or encumbrance.

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

(b) The provisions of this Declaration shall be in addition to and supplemental to the Condominium Ownership Act of the State of Colorado and to all other provision of law.

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

(d) Section titles are for convenience of reference and are not intended to limit or enlarge or change the meaning of the contents of the various sections.

39. Increase in Assessments. Notwithstanding the foregoing, the board may, for the fiscal year following the initiation date and any subsequent fiscal year, increase the regular assessments effective as of the first day of each fiscal year by an amount not in excess of twenty percent (20%) above the maximum annual assessment per condominium unit for the previous fiscal year, without the vote or consent of fifty-one percent (51%) of the voting rights of each class of members of the Association.

40. Applicability to Additional Units. Except as may be otherwise provided by the provision of such Supplement(s) to this Declaration, all the provisions contained in this Declaration shall be applicable to such additional Condominium Units submitted to this Condominium Project.

In Witness Whereof, we have duly executed this Declaration this 20 day of November, 1980.

William R. McAllister
William R. McAllister

Barry S. Medivetsky
Barry S. Medivetsky

~~Ski Condo Investments, a General Partnership~~

~~By: Jones Osborn II~~

~~By: William J. Maledon~~

~~By: R. Douglas Dalton~~

~~543 281 1880~~

William T. Healy
William Healy a/k/a William T. Healy

~~Estate of Joseph F. Martori~~

~~By: Joseph P. Martori, Trustee~~

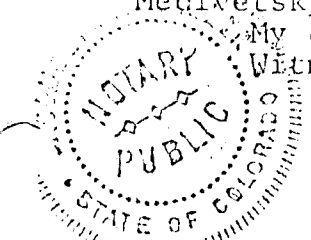
~~By: Edward J. Martori, Trustee~~

~~543 281 1880~~

STATE OF COLORADO)
County of San Miguel) ss.

The foregoing instrument was sworn to and signed before me this 2nd day of November, 1980 by William R. McAllister and Barry S. Medivetsky.

My commission expires March 12, 1984
Witness my hand and official seal.

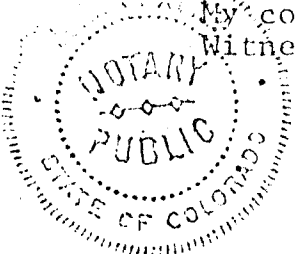


Shepherd W. Walker
Notary

STATE OF COLORADO)
County of San Miguel) ss.

The foregoing instrument was sworn to and signed before me this 17th day of February, 1980 by William Healy a/k/a William T. Healy.

My commission expires December 17, 1983
Witness my hand and official seal.

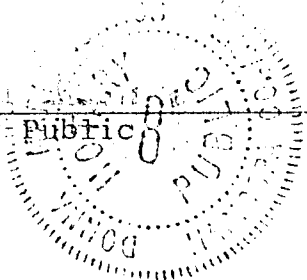


[Signature]
Notary

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this, the 19th day of July, 1980, before me, the undersigned Notary Public, personally appeared WILLIAM J. MALEDON, one of the General Partners of SKI CONDO INVESTMENTS, an Arizona General Partnership, and acknowledged to me that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name on behalf of the Partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public


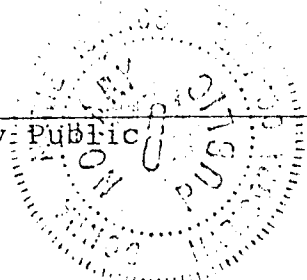
My Commission Expires:

Sept. 30, 1983

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this, the 19th day of July, 1980, before me, the undersigned Notary Public, personally appeared JONES OSBORN II, attorney-in-fact for R. DOUGLAS DALTON, one of the General Partners of SKI CONDO INVESTMENTS, an Arizona General Partnership, and acknowledged to me that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name on behalf of the Partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public


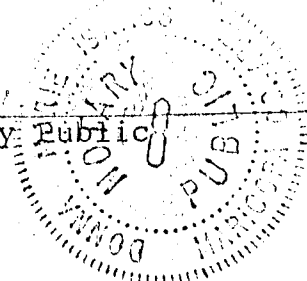
My Commission Expires:

My Commission Expires Sept. 30, 1983

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this, the 19th day of July, 1980, before me, the undersigned Notary Public, personally appeared JOSEPH P. MARTORI, the Attorney of the ESTATE OF JOSEPH F. MARTORI, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he (she) executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public


My Commission Expires:

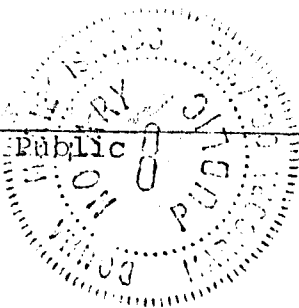
My Commission Expires Sept. 30, 1983

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this, the 17th day of January, 1980, before me, the undersigned Notary Public, personally appeared JOSEPH P. MARTORI, TRUSTEE, Under Declaration of Trust dated December 30, 1976, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public



My Commission Expires:

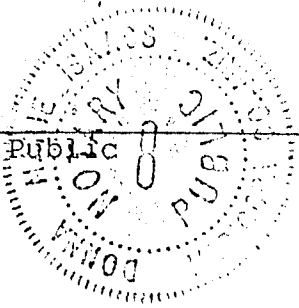
My Commission Expires Sept. 30, 1983

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this, the 17th day of January, 1980, before me, the undersigned Notary Public, personally appeared JOSEPH P. MARTORI and EDWARD J. MARTORI, TRUSTEES Under Trust Agreement dated December 28, 1979, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public



My Commission Expires:

My Commission Expires Sept. 30, 1983

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned R. Douglas Dalton does hereby constitute and appoint JONES OSBORN II as his attorney-in-fact and authorized agent to execute, accept and deliver in his place and stead, on the undersigned's behalf both personally and as a partner in SKI CONDO INVESTMENTS, a General Partnership, that certain First Certificate of Amendment to The Condominium Declaration for Phase I West Willows Condominiums, and any and all other documents or other instruments related to the foregoing as said attorney, in his sole discretion, deems appropriate. Any of the foregoing acts heretofore taken by such attorney-in-fact are hereby ratified, approved and confirmed.

DATED this 17th day of November, 1980.

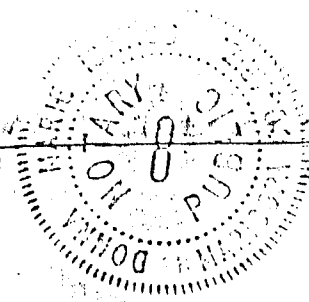

R. Douglas Dalton

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this, the 17th day of November, 1980, before me, the undersigned Notary Public, personally appeared R. DOUGLAS DALTON, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public



My Commission Expires:

My Commission Expires Sept. 30, 1983

EXHIBIT A

CONDOMINIUM DECLARATION

FOR

PHASE I WEST WILLOWS CONDOMINIUMS

LEGAL DESCRIPTION

Parcel 1 according to the replat of Lot 40, Backman Village Subdivision, according to the plat recorded in the Office of the Clerk and Recorder in File No. 2 under Reception No. 212301; recorded October 1, 1979 in Plat Book 1 at page 160 in the County of San Miguel, State of Colorado, subject to an easement for construction, operation, maintenance, repair, and replacement over and across the afore described real property and particularly the building now being constructed on parcel 2.

EXHIBIT B
 CONDOMINIUM DECLARATION

FOR
 PHASE I WEST WILLOWS CONDOMINIUMS

In accordance with the provisions of Section 21 of the Condominium Declaration for Phase I West Willows Condominiums, the Percentage of Responsibility for payment of common expenses assessments assigned to each Unit shall be the same as the undivided interest in the common elements appurtenant to that Unit as set forth on this Exhibit B.

The real property submitted to condominium ownership is hereby divided into the following fee simple estates:

(a) Three (3) fee simple estates consisting of three (3) separately designated Units, each such Unit being identified by number of the Map.

(b) The remaining portion of the entire premises referred to as the common elements which shall be held (in fee simple) in common by the Owners, each such undivided interest being appurtenant to one of the Three (3) units. Declarant does hereby establish each undivided interest in the common elements appurtenant to each of the Units as follows:

<u>UNIT NO.</u>	<u>BUILDING NO.</u>	<u>APPURTENANT UNDIVIDED INTEREST IN COMMON ELEMENTS AND PERCENTAGE OF RESPONSIBILITY</u>
A	1	1/3
B	1	1/3
C	1	1/3

EXHIBIT C
 Not used and intentionally left blank

EXHIBIT D
CONDOMINIUM DECLARATION
FOR
PHASE WEST WILLOWS CONDOMINIUMS

The proposed additional real property for expansion is as follows:

Parcels 2 and 3 according to the replat of Lot 40, Backman Village Subdivision, according to the plat recorded in the Office of the Clerk and Recorder in File No. 2 under Reception No. 212301 recorded October 1, 1979 in Plat Book 1 at page 160 in the County of San Miguel, Colorado.

EXHIBIT B

TO

FIRST SUPPLEMENT TO CONDOMINIUM DECLARATION AND ANNEXATION
 AGREEMENT FOR THE PHASE I WEST WILLOWS CONDOMINIUMS

<u>UNIT</u>	<u>BUILDING</u>	<u>SQUARE FOOTAGE</u>	<u>% OF TOTAL SQUARE FOOTAGE</u>
A	one	1022.71	14.15
B	one	1026.20	14.19
C	one	1024.68	14.17
2A	two	936.08	12.95
2B	two	966.51	13.37
2C	two	1133.45	15.67
2D	two	1120.47	15.50
TOTAL SQUARE FOOTAGE:		7230.10	100.00%