

**Aspen Meadows Condominium
Owner's Association
Aka The Lodge at Ten Mile Creek**

Declarations

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**CONDOMINIUM DECLARATION FOR
ASPEN MEADOWS CONDOMINIUMS**

Declarant is the Owner of certain real estate in the Town of Granby, County of Grand, State of Colorado, which is more particularly described in Exhibit A, attached hereto and incorporated herein by reference, and referred to herein as the "Property"; and

Declarant desires to create a Common Interest Community for Residential use in which portions will be designated for separate ownership and the remainder will be designated for common ownership solely by the Owners of the separate ownership portions.

Now, therefore, Declarant hereby declares that all of the Project will be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions all of which will run with the land and inure to the benefit of each Owner.

ARTICLE 1: DEFINITIONS

Additional Property means real estate which may be subjected to this Declaration in the future in accordance with the provisions hereof.

Assessments are as defined in Article 6 hereof.

Association means the Aspen Meadows Condominiums Owners' Association, a Colorado non-profit corporation.

Board has the same meaning as Executive Board.

Building means the structure(s) within which the Condominium Units are located.

Common Expenses means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

CCIOA means the Colorado Common Interest Ownership Act, Title 38, Article 33.3, of the Colorado Revised Statutes. Whenever specific reference to a CCIOA section is made herein it will be deemed to include any amendments or substitutions thereof as same may be adopted from time to time. If such a section is repealed then the reference will be deemed to be to any provision that may replace the repealed section.

Condominium Map or **Map** means the As Built Condominium Map that depicts all or any portion of the Project in three dimensions, is executed by Declarant and is recorded in the real estate records in Grand County. The Map will comply with §38-33.3-209 of CCIOA and with the As Built plat requirements of the Town subdivision regulations.

Condominium Project or **Project** means all of the Property and improvements submitted to this Declaration. The Project is named Aspen Meadows Condominiums and is a Condominium as defined by CCIOA.

Condominium Unit means a physical portion of the Project which is designated for separate ownership and the boundaries of which are described in the Declaration.

County means the County of Grand, State of Colorado.

Declarant means Aspen Meadows Condominiums, LLC and any successor in interest to the Declarant.

Declaration means this Condominium Declaration for Aspen Meadows Condominiums, any amendments to this instrument and also includes but is not limited to, the plats and Maps.

ELEMENTS:

Common Elements mean all portions of the Project other than the Units. The Common Elements will be owned, as tenants-in-common, by the Owners of the Units, each Owner of a Unit having an undivided interest in such Common Elements as provided hereinafter.

General Common Elements has the same meaning as Common Elements.

Limited Common Elements means a portion of the Common Elements allocated by the Declaration or by operation of section 38-33.3-202(1)(b) or (1)(d) of CCIOA for the exclusive use of one or more Units but fewer than all of the Units, as described, and located by legend, symbol, words or abbreviations on the Condominium Map according to the following scheme:

Garages will be designated on the Condominium Map with the prefix **G** - followed by a number (although the number will have no relation to a Condominium Unit and will merely serve to identify the particular Garage). Decks will be identified as **Decks**. Storage Areas will be designated on the Map with the prefix **SA** – followed by a numerical designation.

Other Common Elements means an area or areas of the Common Elements, not included in the Open Space calculations, wherein a sign or signs identifying the Project, and other common facilities, such as hot tubs, trash receptacles, retaining walls and other such items may be placed.

Executive Board means the Board of Directors of the Association.

Laws means and includes laws, statutes, rules, ordinances, regulations, orders, permits and any other such requirements of a governmental body with jurisdiction.

Mortgagee means any person or entity who is a Mortgagee under a mortgage or a Beneficiary under a deed of trust or similar security instrument encumbering a Condominium Unit. **First Mortgagee** means the Mortgagee or Beneficiary under a deed of trust which is the first and most senior of all mortgages and deeds of trust encumbering a Condominium Unit.

Open Space refers to an area within the Project and shown on the Plat that has been deeded to the Association and which may be used for only those uses allowed by the Grand County Subdivision Regulations for Open Space.

Owner means the Declarant or other person who owns a Unit but does not include a person having an interest in a Unit solely as security for an obligation. The Declarant is the Owner of any Unit until that Unit is conveyed to another person.

Rules and Regulations means the various rules and regulations adopted by the Association which govern or control various aspects of living within and use of the Project.

Town means the Town of Granby

Unit has the same meaning as Condominium Unit.

Unit Owner has the same meaning as Owner.

Wetlands means that 0.287 acre legal wetlands mitigation area, more or less, lying near the southerly end of the Project, which is subject to the control of the Association and which is described in Department of the Army permit 200475415.

ARTICLE 2: CONDOMINIUM UNITS

2.1 NUMBER OF UNITS; MAXIMUM

The number of Units in the Condominium Project contemplated on the real Property described in Exhibit A is 141. The maximum number of Units for the Project is 141.

2.2 DIVISION INTO CONDOMINIUM UNITS

2.2.1 The real Property described in Exhibit A and the improvements to be constructed thereon are hereby divided into the separate estates identified in Exhibit B and supplements thereto, each of which consists of (a) the Unit which will be owned in fee simple and (b) the appurtenant undivided interest in and to the Common Elements assigned to the Unit (which will be equal for all Units) as set forth in Exhibit B and supplements thereto. Upon the recordation of the Condominium Map for subsequent Buildings, Declarant will record a supplement(s) to Exhibit B setting forth the Unit numbers and the actual percentage interest in the Common Elements appurtenant to each Unit. The Common Elements will be held in common by the Owners thereof.

2.2.2 Declarant specifically reserves the right to complete the improvements contemplated for additional Buildings in the Project, as shown on the recorded final plat for the Project and, where it deems it reasonable and it is permissible to do so, to change the dimensions of the Units within the Buildings. Such changes may enlarge or reduce the size of some or all of the Units. Declarant further reserves the right to designate other amenities as Limited Common Elements reserved for use by a specific Unit. Nothing contained herein will, however, allow the creation of more than 141 Units.

2.3 CONDOMINIUM MAP

The Map or any part or section thereof depicting Units will not be filed for record until the Building has been substantially completed in order to permit the location thereof, both horizontally and vertically, by a registered engineer, land surveyor or licensed architect. It will depict and show at least the following: the legal description of the land and a survey thereof; the location of the improvements both horizontally and vertically; the thickness of the common walls separating the Units; and the Unit designations. The Map will contain the certificate of a registered professional engineer, land surveyor or licensed architect, certifying that the Map substantially depicts the location of the horizontal and vertical measurements of the Building, the Units, the elevations of the sub-floors (i.e. not carpets or vinyl) and ceilings as constructed, the Unit designations, and that such Map was prepared subsequent to substantial completion of the improvements. Declarant 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. The reference to the Map and Declaration in any instrument will be deemed to include any supplements or amendments to the Map or Declaration, without specific reference thereto.

2.4 LIMITED COMMON ELEMENTS

A portion of the Common Elements is reserved for the exclusive use of the individual Owners of the respective Units, and such areas are referred to as Limited Common Elements. The Limited Common Elements so reserved will be identified on the Condominium Map; provided, however, that any deck which is accessible from, associated with and which adjoins a Unit (i.e. a Limited Common Element which is adjacent to a Unit), will, 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. Any Garage or storage area conveyed with a Unit (i.e. a limited common element which is physically separate from a Unit), will only be reserved for the exclusive use of such Unit when identified and conveyed in accordance with section 2.6 hereof.

2.5 DESCRIPTION OF A CONDOMINIUM UNIT

Subsequent to the recording of the Map every contract, lease, deed, deed of trust, or any other instrument may describe the Condominium Unit according to the following description:

Condominium Unit ____, Building ____, Aspen Meadows Condominiums, according to the Maps thereof filed for record, and according to the Condominium Declaration for Aspen Meadows Condominiums, recorded the ____ day of _____, 200__, at Reception Number _____, of the records of the Grand County Clerk and Recorder, Town of Granby, County of Grand, State of Colorado, as amended and supplemented

Prior to the recording of the Map, a contract or other instrument may legally describe a Unit by its Unit number according to the recorded final plat and the recorded declaration.

Any mini-storage spaces or storage spaces which are specifically reserved for use by a given Condominium Unit, will if appropriate be added to the description. In each instance, the identifying Unit designation (and the designations of any separate mini-storage spaces or storage spaces), and the recording data of the Declaration will be inserted or added as is appropriate. Every such description will be deemed to include and describe the entire Condominium Unit, including the appurtenant undivided interest in the Common Elements, a non-exclusive easement for ingress and egress to and from that Owner's Unit, exclusive use of any Limited Common Elements (adjacent or separate), and all of the other rights, easements, obligations, limitations, covenants and restrictions as provided in this Declaration. Every such description will be good and sufficient for all purposes to sell, convey, transfer, encumber or to otherwise affect not only the Unit but also the Common Elements and the Limited Common Elements appurtenant thereto.

2.6 PARKING SPACES; GARAGES

All parking spaces will be deemed Common Elements subject to the reasonable rule making authority of the Executive Board. All Garages will be designated as Limited Common Elements and each space will be made appurtenant to a specific Unit by a deed from Declarant, or a successor of Declarant, that specifically identifies the appurtenant Garage space by reference to the Plat and states that such Garage will forever be appurtenant to the Unit identified in the deed. Any such deed that follows the form:

Condominium Unit ____, Building ____, Aspen Meadows Condominiums, along with Garage ____, which Garage will forever be appurtenant to said Unit, according to the Maps thereof filed for record, and according to the Condominium Declaration for Aspen Meadows Condominiums, recorded the ____ day of _____, 20____, at Reception Number _____, of the records of the Grand County Clerk and Recorder, Town of Granby, County of Grand, State of Colorado, as amended and supplemented

will be deemed to sufficiently comply with this section. Any transfer of a Unit will automatically transfer the appurtenant Garage. Certain designated Mini-Storage Spaces and Storage Spaces will be deemed Limited Common Elements and will be designated as such on the Condominium Map.

2.7 INSEPARABILITY OF A CONDOMINIUM UNIT

Each Unit, the appurtenant undivided interest in the Common Elements and any appurtenant Limited Common Elements will together comprise one Condominium Unit. Each will be inseparable and may be conveyed, leased, transferred, assigned, subleased or encumbered only as a Condominium Unit. No Owner will partition or subdivide any Condominium Unit so as to convey to a prospective Owner an interest in less than an entire Condominium Unit. This provision does not prohibit joint or common ownership by two or more persons or entities of a Condominium Unit.

2.8 NON-PARTITIONABILITY OF COMMON ELEMENTS AND REAL PROPERTY

The Common Elements will be owned in common by all of the Owners and will remain undivided, and no Owner will bring any action for partition or division of the Common Elements. Any purported conveyance, encumbrance, judicial sale, or other voluntary or involuntary transfer of an undivided interest in the Common Elements made without the Unit to which that interest is allocated is void.

2.9 SEPARATE TAXATION OF CONDOMINIUM UNITS

All taxes, Assessments and other charges of the County or of any political subdivision, or of any special improvement district, or of any other taxing or assessing authority will be assessed against and collected on each Condominium Unit separately and not on the Building or the Project as a whole, and each Condominium Unit will be carried on the tax records as a separated and distinct parcel. For the purpose of valuation for assessment, the valuation of the Common Elements and the real Property will be apportioned among the Condominium Units in proportion to the percentage undivided interest in the Common Elements. The lien for taxes assessed to any Condominium Unit will be confined to that Condominium Unit. No forfeiture or sale of any Condominium Unit for delinquent taxes, Assessments or other governmental charges will divest or in any way affect the title to any other Condominium Unit.

2.10 NOTICE TO ASSESSOR

Upon filing of the Declaration, the Declarant will deliver to the County Assessor a copy thereof as required by CCIOA.

2.11 MECHANIC'S LIENS

No labor performed or materials furnished for use in connection with any Condominium Unit with the consent or at the request of the Owner thereof will create any right to file a statement or mechanic's lien against the Condominium Unit of any other Owner or against any interest in the Common Elements except the undivided interest therein appurtenant to the Condominium Unit of the Owner for whom such labor will have been performed and such materials will have been furnished. Each Owner will indemnify and hold harmless each of the other Owners from and against liability or loss arising from any such claim of any lien.

2.12 COMBINATION OF UNITS

Subject to the approval of the Executive Board, a Unit may be combined with one or more adjoining Units if the Owner of the Unit to be combined submits to the Executive Board such application as the Executive Board will reasonably require. A combination of Units will become effective only when the Owners of the Units which are to be combined execute and record the documents required by CCIOA. In the event of such combination, any part of the Common Elements within the new perimeter boundaries of the combined Units will cease to be Common Elements if such part of the Common Elements would not have constituted Common Elements had the combined Units been originally designated on the Map as a single Unit.

ARTICLE 3: OWNERS' RIGHTS, EASEMENTS, AND OBLIGATIONS

3.1 OWNER'S RIGHTS IN GENERAL COMMON ELEMENTS

Each Owner will have a non-exclusive right and easement, together with all other Owners, to use all Common Elements, Open Space, recreational facilities, grass and landscaped areas, sidewalks, pathways, elevators, hallways, driveways and all other areas in the entire Project which are not specifically dedicated to the use of less than all Owners. This right and easement will be irrevocable and will be for the purposes of ingress and egress, recreational, business and social use and will apply to all Property committed to this Condominium Project. Notwithstanding the above, use of the Wetlands is limited to visual enjoyment and does NOT include the right to physically enter same; actual entrance into the Wetlands by Owners or by any pets whatsoever is specifically prohibited.

3.2 OWNER'S RIGHTS IN LIMITED COMMON ELEMENTS

Each Owner will have an exclusive right to use and enjoy the Limited Common Elements designated in the Declaration as appurtenant and exclusive to the Condominium Unit owned by such Owner.

3.3 OWNER'S MAINTENANCE RESPONSIBILITY FOR UNIT

3.3.1 For maintenance purposes, an Owner will be deemed to own and be obligated to keep in good repair and condition the non-supporting walls within the Owner's Unit, the materials such as, but not limited to, plaster, gypsum, dry wall, paneling, wallpaper, paint, wall and floor tile, flooring, and the interior surfaces of exterior doors and windows which make up the finished surfaces of the perimeter and interior walls, ceilings and floors within the Unit, but excluding Unit doors and windows outside the interior surfaces. The lines, pipes, wires, conduits or systems (utilities) running through the Owner's Unit which serve one or more other Units are Common Elements. Such utilities will not be disturbed or relocated by an Owner without the written consent and approval of the Executive Board. An Owner's right to repair, alter and remodel the interior of the Owner's Unit will be coupled with the obligation to replace any finishing or other materials removed with similar or other types or kinds of materials of at least the same quality.

3.3.2 An Owner will maintain and keep in repair the interior of the Owner's own Unit. All fixtures and equipment installed within the Unit commencing at a point where the utilities enter the Unit will be maintained and kept in good repair and condition by the Owner. An Owner will do nothing that will impair the structural soundness or integrity of the Unit or the Building in which it is located or impair any easement.

3.4 ASSOCIATION RIGHTS

The Association will have a non-exclusive right and easement to make such use of Common Elements, Limited Common Elements and Units as may be necessary or appropriate for the performance of the duties and functions which it is obligated or permitted to perform under this Declaration.

3.5 OWNER'S EASEMENT FOR ACCESS, SUPPORT AND UTILITIES

Each Owner will have a non-exclusive easement for access between the Owner's Unit and public roads and streets, over elevators, halls, corridors, stairs, walks, and driveways if any, and exterior access and other easements which are part of the Common Elements. Each Owner will have a non-exclusive easement in and over Common Elements, including those that are within the Unit of another Owner, for horizontal and lateral support of the Unit and for utility service to that Unit, including water, sewer, gas, electricity, telephone, television and other such services. There will be no easement or right to use of the Wetlands Area designated on the final plat as same is not intended to be accessible to or to be used by anyone.

3.6 EASEMENTS IN UNITS FOR REPAIR, MAINTENANCE AND EMERGENCIES

3.6.1 Some of the Common Elements may be located within a Unit or may be conveniently accessible only through a Unit. The Association and each Owner will have an easement, which may be exercised for any Owner by the Association as the Owner's agent, for access through each Unit and to all Common Elements from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements located therein or accessible therefrom; provided however, that such easement and right of access will be immediate for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit. No diminution or abatement of Common Expenses Assessments will be allowed for inconvenience or discomforts arising from the making of repairs and improvements or for action taken to comply with any law.

3.6.2 Any damage to the interior or any part of a Unit 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 will be a Common Expense of all of the Owners; provided, however, that if such damage is caused by negligent or tortious act of a Unit Owner, members of the Owner's family, agents, employees or tenants, then such Unit Owner will be responsible and liable for all of such damage. All

damaged improvements will be restored substantially to the same condition in which they existed prior to the damage.

3.6.3 To facilitate entry into any Unit, each Unit will be fitted with a lock compatible with a master key or pass key system acceptable to the Executive Board. The Executive Board will retain possession of the master keys for such system and no Owner may cause a change to a lock without first giving written notice to the Executive Board and receiving written approval from the Executive Board to make such a lock change.

3.7 EASEMENTS FOR ENCROACHMENTS

If any part of the Common Elements encroaches or will hereafter encroach upon a Unit, an easement for such encroachment and for maintenance of same will and does exist. If any part of a Unit or the Limited Common Elements appurtenant thereto encroaches or will hereafter encroach upon the Common Elements, or upon another Unit, the Owner of that Unit will and does have an easement for such encroachment and for maintenance of same. Such encroachments will not be considered to be encumbrances either on the Common Elements or a Unit. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of a Building, by error in the Condominium Map, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

3.8 BLANKET UTILITY EASEMENT

A perpetual, non-exclusive easement over, across and under the Property is hereby established for the installation and maintenance of public utilities including but not limited to electricity, natural gas, water, sewer, cable television and telephone. This easement is for the benefit of all providers of such services but will be subordinate to planned or existing improvements.

3.9 EASEMENTS DEEMED APPURTENANT

The easements and rights herein created for an Owner will be appurtenant to the Condominium Unit of that Owner and any transfer, assignment, sublease, mortgage or deed of trust and other instruments affecting the title to a Condominium Unit will be deemed to grant and reserve the easements and rights as are provided for herein, even though no specific reference to such easements appears in any such instrument.

ARTICLE 4: THE ASSOCIATION

4.1 GENERAL PURPOSES AND POWERS

The Aspen Meadows Condominiums Owners' Association has been formed and incorporated as a Colorado nonprofit corporation, to be the Association to which reference is made in this Declaration, to hold, manage and maintain the Common Elements, including the Limited Common Elements, as provided in this Declaration and to further the interests of Owners. It will have all powers necessary or desirable to effectuate such purposes. Subject to the provisions of this Declaration, the administration and management of the Association will be governed by the Articles of Incorporation and Bylaws. An Owner of a Condominium Unit, upon becoming an Owner, will be a member of the Association and will remain a member for the period of the Owner's ownership.

4.2 REGULAR MEMBERSHIP

There will be one membership in the Association for each Condominium Unit, which membership will be appurtenant to each Condominium Unit. Title to and ownership of the appurtenant membership will automatically pass with each transfer of a Condominium Unit. Each Owner of a Condominium Unit will automatically be entitled to the benefits and subject to the burdens relating to the membership for the Owner's Condominium Unit. If the interest in a Condominium Unit is held by more than one person or entity, the membership appurtenant to that Condominium Unit will be shared by all such persons or

entities in the same proportionate interest and by the same type of Ownership as the interest to the Condominium Unit is held. All entities other than individuals will act with regard to the Association by and through their Agents.

4.3 EXECUTIVE BOARD

The affairs of the Association will be managed by an Executive Board as is provided in the Articles of Incorporation and Bylaws of the Association. The Executive Board may by resolution approving a management contract, delegate (to the extent permitted by law) any of its duties, powers and functions to a person or firm which will act as Managing Agent. Notwithstanding the foregoing, any such management contract must include a right of termination without penalty or advance notice of more than 90 days.

4.4 VOTING OF OWNERS

Each Owner will be entitled, upon providing to the Executive Board a copy of the Owner's recorded deed and any recorded deeds of trust or other liens, to one vote for each Unit owned, which vote will be subject to the provisions of the Articles and By-Laws of the Association. Where there are joint or multiple Owners of a Unit, such Owners will designate, in writing, the party authorized to vote on behalf of the Unit. Voting by proxy will be permitted when conducted in conformity with CCIOA, the Articles and By-Laws of the Association. Until a Unit is subject to Assessments, the owner thereof will have no right to vote on any Association matter.

4.5 NOTICES

Except as a greater period is specified in this Declaration, each Owner will be entitled to not less than ten (10) but not more than fifty (50) days notice of any meeting at which such Owner has the right to vote. Notices of meetings will be in writing and will state (in conformity with §38-33.3-308 of CCIOA) the date, time, place and subject matter of the meeting which is known to the Association at the time notice of the meeting is given.

4.6 RECORD DATE

The Executive Board of the Association will have the power to fix in advance, a date as a record date for the purpose of determining Owners entitled to notice of or to vote at any meeting, or to be furnished with any budget or other information or material, or in order to make a determination of Owners for any purpose. The Owners existing on any such record date will be deemed the Owners for such notice, vote, meeting, furnishing of information or material or other purpose and for any supplementary notice, or information or material with respect to the same matter and for any adjournment of the same meeting. A record date will not be less than ten nor more than fifty days prior to the date on which the particular action is proposed or expected to be taken. If no record date is established for a meeting, the date on which the notice of such meeting is first given to any Owner will be deemed the record date for the meeting.

4.7 QUORUMS

Twenty percent of the votes entitled to be exercised on any matter coming before the Membership for a vote, present in person or by proxy, will constitute a quorum. If a quorum is established a majority of the votes cast will decide any matter unless a greater percentage of votes is required under a specific provision of this Declaration or of the By-Laws. In the case of elections in which there are more than two candidates, a plurality of votes cast will decide the matter. If a quorum is present at any time during a meeting it will be deemed present for the remainder of that meeting.

4.8 ARTICLES OF INCORPORATION AND BY-LAWS

The purposes and powers of the Association and the rights and obligations with respect to Owners or memberships set forth in this Declaration may be amplified by provisions of the Articles of Incorporation and By-Laws but such provisions may not be inconsistent with this Declaration.

4.9 RESERVE FUND; OTHER FUNDS

The Association will establish and maintain, out of regular assessments, a reserve fund for replacing improvements to the Common Elements and those Limited Common Elements that it is obligated to maintain. The Association may also establish such reserves or specific purpose funds as it deems necessary or advisable and the amounts deemed necessary to establish or maintain such will be included in the annual budgets.

4.10 COMPLIANCE WITH PLAT REQUIREMENTS

The Association is specifically authorized and obligated to take any and all actions necessary to comply with notes or requirements placed on the Plat and directed to the Association.

4.11 DECLARANT CONTROL

4.11.1 Declarant reserves for itself, its successors and assigns the right to appoint the Board. This right will terminate no later than either sixty days after conveyance of seventy-five percent of the Units that may be created to Unit Owners other than a Declarant, two years after the last conveyance of a Unit by the Declarant in the ordinary course of business, or two years after any right to add new Units was last exercised.

4.11.2 Not later than sixty days after conveyance of twenty-five percent of the Units that may be created to Unit Owners other than a Declarant, at least one member and not less than twenty-five percent of the members of the Board must be elected by Unit Owners other than the Declarant. Not later than sixty days after conveyance of fifty percent of the Units that may be created to Unit Owners other than a Declarant, not less than thirty-three and one-third percent of the members of the Board must be elected by Unit Owners other than the Declarant.

4.11.3 The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of the period of Declarant control, but, in that event, the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

4.11.4 Not later than the termination of any period of Declarant control, the Unit Owners will elect an Executive Board of at least three members, at least a majority of whom must be Unit Owners other than the Declarant or designated representatives of Unit Owners other than the Declarant. The Executive Board will elect the officers. The Executive Board members and officers will take office upon election.

4.11.5 If the Declarant has entered into a professional management contract before control of the Association is passed from the Declarant to the Unit owners, the contract must provide the Association with a right to termination without cause exercisable after the transfer of control.

ARTICLE 5: RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

5.1 ASSOCIATION AS ATTORNEY-IN-FACT FOR OWNERS

To the extent permitted by CCIOA, this Declaration does hereby appoint and make the Association the irrevocable 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, Common Elements, or other portion of the Project.

5.2 COMMON ELEMENT MAINTENANCE

The Association will provide for the care, operation, management, maintenance, repair and replacement of the Common Elements, including the Limited Common Elements. Without limiting the generality of the foregoing, said obligations will include keeping the Project in good, clean, attractive and sanitary condition, order and repair; maintaining the elevators; removing snow and any other materials which might impair access to the Project or to the Building; maintaining the drainage facilities and detention pond, Wetlands, landscaping, bridge, drives and parking areas; administering the forest management plan; and making necessary or desirable alterations, additions, betterments or improvements to or on the Common Elements. In discharging its obligations with respect to the Common Elements, the Association will comply with all applicable laws, ordinances and regulations of governmental entities with jurisdiction. Limited Common Elements will be maintained as Common Elements, and Owners having exclusive use will not be subject to any special charges or Assessments for repair or maintenance except as is otherwise provided in this Declaration.

5.3 OTHER ASSOCIATION FUNCTIONS

The Association may undertake any activity, function or service for the benefit or to further the interests of all, some or any Owners of Condominium Units on a self supporting, Special Assessment or Common Expense basis. It may establish utility and other easements consistent with the Project.

5.4 LABOR AND SERVICES

The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain legal, accounting and other professional services and may arrange with others to furnish lighting, heating, water, trash collection, sewer service and other common products and services. Such may include, but are not limited to, security, cable TV, satellite reception, mail and telephone answering.

5.5 ASSOCIATION'S RIGHT TO ACQUIRE PROPERTY

The Association may acquire and hold, for the use and benefit of the Owners, real, tangible and intangible personal property and may dispose of the same by sale or otherwise. Subject to the rules and regulations of the Association, each Owner and each Owner's guests may use such property. Upon a termination of Condominium Ownership of the Project and dissolution of the Association, the beneficial interest in any such property will be deemed to be owned by the then Owners in the same proportion as their respective interest in the Common Elements.

5.6 RULES AND REGULATIONS

The Executive Board may on behalf of the Association make and enforce reasonable and uniformly applied rules and regulations governing the use of Units and of the Common Elements. Such rules and regulations may, without limitation: (a) regulate use of the Common Elements, (b) require that draperies, shades or other window coverings present a uniform and attractive appearance from the exterior of the building, (c) govern matters and issues relating to timely payment of Assessments (including the imposition of late fees and fines), and (d) regulate the parking areas, including the Garages. The Rules and Regulations will provide for appropriate enforcement mechanisms, including fines which may be handled as a special assessment against the Units of the offending Owner. The Association may also take judicial action to specifically enforce compliance and to obtain damages for non-compliance, all to the extent permitted by law.

The Executive Board may suspend any Owner's voting rights in the Association during any period or periods during which such Owner fails to comply with such rules, regulations, or other obligations of such Owner under this Declaration. During any period of suspension of any Owner's voting rights, that Owner, if a member of the Executive Board, will be disqualified from voting as a Director on any matter coming before the Executive Board, though such Owner may still attend meetings of Members and Executive Board Meetings and be counted in the quorums. The remaining Members of the Executive Board, may cause the removal of any Executive Board Member who becomes ineligible to vote as a Board Member during the Owner's term of office. Any Director thus removed, will be replaced by a vote of the remaining qualified Members of the Executive Board.

5.7 IMPLIED RIGHTS

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

5.8 RIGHT TO INSPECT BOOKS AND RECORDS

Each First Mortgagee of a Unit and each Owner has the right to examine the books and records of the Association at any reasonable time.

ARTICLE 6: ASSESSMENTS

6.1 PAYMENT OF ASSESSMENTS

Each Owner will be obligated to pay to the Association, on a quarterly basis, amounts assessed by the Executive Board to the Condominium Unit of such Owner which are called Assessments. The apportionment of Assessments will be made as provided in Section 6.3. Subject to the provisions hereof, the Executive Board of the Association will have the power and authority to determine all matters in connection with Assessments, including power and authority to determine where, when and how Assessments should be paid to the Association, and each Owner will be required to comply with any such determinations. Until the Association makes a Common Expense Assessment, the Declarant will pay all Common Expenses and Assessments will begin after Declarant stops paying such expenses. The interval for payment of assessments may be changed by resolution of the Board without the need of amending this Declaration, *i.e.* the board may choose to provide for monthly, annual or other intervals of payment by resolution.

6.2 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS

6.2.1 General Rule

In addition to the regular assessments, the Association may levy Special Assessments, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of the Project or any part thereof, or for any other expense incurred or to be incurred by the Association.

6.2.2 Restrictions.

No cost of construction for the initial completion of the Project will be assumed or borne by the Association. In addition, no additions to or improvements of the Project after completion will exceed Ten Thousand Dollars unless approved by a majority of all Owners.

6.3 APPORTIONMENT OF ASSESSMENTS

Assessments will be apportioned among all Units equally. However, any service, benefit, or charge which is acquired or incurred on a per Unit basis will be apportioned on a per Unit basis. Other

charges may be allocated by the Board on a percentage undivided interest in the Common Elements basis, a per Unit basis, or a per Unit benefitted basis as deemed most equitable by the Board. Further, in the discretion of the Executive Board, expenses and reserves may be calculated, assessed and retained on a per Building basis and subsequently allocated only among Units within the respective Building. If any common expense is caused by the misconduct of any Owner, the association may assess that expense exclusively against such Owner's Unit. All Units with an appurtenant Garage will be assessed an additional fee by the Board that is for purposes related to the Garages.

6.4 DETERMINATION OF BUDGETS AND ASSESSMENTS

6.4.1 Establishment of Budget

The total amount required to be raised by Assessments will be determined for each fiscal year of the Association by the Executive Board. To determine the total amount required to be raised, the Executive Board will prepare an annual budget for the fiscal year showing, in reasonable detail, the various matters proposed to be covered by the budget, the estimated costs and expenses which will be payable, any estimated income and other funds which will be received, and the estimated total amount required to be raised by Assessments to cover costs and expenses and to provide any reasonable reserve. The Executive Board will furnish a copy of the budget to any Owner upon request.

6.4.2 Notification and Adoption.

Within ninety days after adoption of any proposed budget for the Project, the Executive Board will mail, by ordinary first-class mail, or otherwise deliver a summary of the budget to all the Owners and will set a date for a meeting of the Owners to consider the budget. Such meeting will occur within a reasonable time after mailing or other delivery of the summary, or as allowed for in the bylaws. The Executive Board will give notice to the Owners of the meeting as allowed for in the bylaws. The budget proposed by the Executive Board does not require approval from the Owners and it will be deemed approved by the Owners in the absence of a veto at the noticed meeting by a majority of all Owners whether or not a quorum is present. In the event that the proposed budget is vetoed, the periodic budget last proposed by the Executive Board and not vetoed by the Owners must be continued until a subsequent budget proposed by the Executive Board is not vetoed by the Owners. In the event section 38-33.3-303 of CCIOA, Executive Board Members and Officers, is amended in the future so as to be inconsistent with this paragraph then the Executive Board will comply with such amendment in lieu of complying with this paragraph as written.

6.4.3 Amount of Assessments

The total amount required to be raised by Assessments for any fiscal year, will be that amount necessary to cover the costs and expenses of fulfilling the obligations of the Association made in connection with or contemplated under any approved budget for the fiscal year. The total amount required to be raised by Assessments for any fiscal period less than a full fiscal year will be the total amount required to be raised for the fiscal year determined as above and multiplied by a fraction, the numerator of which is the number of days in the fiscal period and the denominator of which is the number of days in that fiscal year.

6.4.4 Emergencies

Except as emergencies may require, the Association will make no commitment or expenditures in excess of the funds reasonably expected to be available to the Association.

6.5 TIME FOR PAYMENT

The amount of any Assessment, or other amount payable by any Owner, will become due and payable twenty days after notice of such amount will have been given by the Association to such Owner, or at such later time as may be specified by the Association. The Executive Board will adopt rules and regulations to establish penalties and interest for late payment and the interest rate so established will

not exceed the highest rate permitted by law. In the absence of such rules and regulations, any amount not paid on time will bear interest at eighteen per cent per annum from the date due and payable to the date of payment.

6.6 LIEN FOR ASSESSMENTS AND OTHER AMOUNTS

The Association will have a lien against each Condominium Unit to secure payment of any Assessment or other amount due and owing to the Association with respect to the Owner of that Condominium Unit which lien will be subordinated to the lien of any first mortgage on a Condominium Unit but only to the extent provided by CCIOA at C.R.S. §38-33.3-316.

6.6.1 To evidence such lien, the Executive Board or the Managing Agent may (but will not be required to) prepare a written notice of lien Assessment setting forth the amount of unpaid indebtedness, the amount of accrued interest and late charges, the name of the Owner of the Unit, and a legal description of the Unit. Such a notice of lien will be signed by one of the Executive Board or by one of the Officers of the Association, or by the Managing Agent on behalf of the Association, and will be recorded in the office of the County Clerk and Recorder. Such lien will attach and be effective from the actual due date of the Assessment until all sums, with interest and including costs of collection and attorneys fees, will have been fully paid.

6.6.2 As further security for the payment of any assessment or other sum coming due under these Declarations, the Association will have a conditional assignment of rents, profits, and income derived from any Unit. By acceptance of title to a Unit subject to these Declarations, each Owner does, in the event of a failure to timely pay any assessment or other sum due under these Declarations, transfer and set over unto the Association, all rents, profits, and income derived from Owner's Unit, together with all rights of possession, with full and complete authority and right in the Association to demand, collect, receive, and receipt for such rents, profits, and income. The Association will, upon any such failure to pay, be entitled to take peaceable possession of the premises without requiring the appointment of a receiver, to rent and manage the same, and to apply the proceeds derived therefrom, after payment of all costs of collections and all fees and other expenses, to the unpaid sums due under the Declaration. This right will be subordinate to any similar right contained in the security documents held by a bona fide First Mortgagee but only upon enforcement of such right by the First Mortgagee.

6.6.3 Such lien may be enforced by the foreclosure of the defaulting Owner's Condominium Unit by the Association in like manner as foreclosing a mortgage on real property. In any such proceedings, the Owner will be required to pay all costs, expenses, and attorney's fees incurred for filing the lien, and all additional costs and expenses including reasonable attorney's fees incurred to collect the Assessment. The Owner of the Condominium Unit being foreclosed will be required to pay to the Association the monthly Common Assessment for the Condominium Unit during the period of foreclosure, and the Association, upon ex parte application, will be entitled to a receiver during the foreclosure. The Association will have the power to bid on the Unit at a foreclosure or other legal sale and to acquire and hold, lease, mortgage, sell, vote the votes appurtenant thereto, or otherwise deal with the same.

6.6.4 The recorded lien provided for herein may be released by recording a Release of Lien to be signed by any of the same persons authorized to have signed the notice of lien.

6.7 LIABILITY OF OWNERS, PURCHASERS AND ENCUMBRANCERS

The amount of any Assessment payable with respect to any Unit will be the personal obligation of the Unit Owner. Any First Mortgagee who acquires title to a Unit pursuant to any of the remedies set forth in its deed of trust or other security instrument will take the Unit free and clear of all unpaid Assessments accruing up to the date such title is acquired and free and clear of any liens for such unpaid assessments; provided, however that the Mortgagee will NOT take the Unit free and clear of unpaid assessments, and any lien for said assessments, in an amount equal to all regular and special Assessments levied in the six months immediately preceding such acquisition of title. Any person, except as set forth in the preceding sentence, acquiring an interest in a Unit from an Owner will not be

personally liable for amounts due at the time of acquisition but the Association's lien will not be discharged except by payment and may be foreclosed against the Unit at any time.

Any amount due, together with interest thereon, may be recovered from a responsible party by suit for money judgment by the Association without foreclosing or waiving any lien securing the same. Any Mortgagee holding a lien on a Condominium Unit may, but will not be required to, pay any unpaid Assessment payable with respect to such Unit, and upon payment, the Mortgagee will have a lien on such Unit for the amount paid, of the same rank as the lien of the Owner's mortgage or encumbrance without the necessity of having to record a notice of claim of such lien. Upon request of a Mortgagee who will have furnished to the Association written notice of the Owner's encumbrance, the Association will report any unpaid Assessment or other charges remaining unpaid for longer than thirty days after the same is due.

6.8 ESTOPPEL CERTIFICATE

Upon payment of a reasonable fee and upon written request of any Owner or any person with any right, title or interest in a Condominium Unit, the Association will furnish a written statement. The statement will set forth the amount of all Assessments and other amounts due or accrued and unpaid with respect to the Owner of the Condominium Unit and the amount of the Assessments for the current fiscal period of the Association payable with respect to the Condominium Unit. This statement will, with respect to the party to whom it is issued, be conclusive against the Association and all parties for all purposes that no greater or other amounts were then due or accrued and unpaid. If a prospective purchaser of a Unit wishes to obtain such information, the request to the Association must be made by or on behalf of the Owner or other person with an existing right, title or interest in such Unit.

6.9 GENERAL

6.9.1 The omission or failure to fix the Assessment or deliver or mail a statement for any period will not be deemed a waiver, modification or a release of the Owner from the Owner's obligation to pay the Common Expense.

6.9.2 Any provision of this Declaration to the contrary notwithstanding, during the period of construction of the Units, no assessment will be levied against any Unit in any Building that has not been completed and Declarant will be responsible for all expenses associated with any Building during its period of construction. Upon the issuance of a Certificate of Occupancy for a Building or upon the recordation of a Condominium Map in the records of the Grand County Clerk and Recorder for such building, whichever last occurs, the Building will be subject to the Association management and subject to all regular and special assessments. The Executive Board may inspect the Building and detail to the Declarant any matters which the Executive Board does not accept responsibility for such as, but not limited to, unfinished carpentry, unfinished painting, unfinished landscaping and/or driveways. If the Declarant does not complete the matters so identified, the Executive Board may levy a Special Assessment to fund the non-completed matters, and upon collection of said Special Assessment arrange for completion thereof. The Executive Board will have no obligation to perform any work to complete Units and if it elects to complete Units, may only do so with funds actually collected by Special Assessment against the incomplete Units.

6.9.3 The Association will timely notify each First Mortgagee, insurer, or guarantor of the mortgage on any Condominium Unit of any 60 day delinquency in paying assessments or charges owed by the owner of any unit on which it holds, insures or guarantees the mortgage. To be entitled to receive this information, the Mortgagee, insurer, or guarantor must send a written request to the Association stating the name and address of the interested party and the Unit number or address of the Unit on which it holds (or insures or guarantees) a mortgage.

ARTICLE 7: USE AND OTHER RESTRICTIONS

7.1 RESTRICTIONS ON USE; HOME OCCUPATIONS

All Condominium Units created hereby are Residential Units. Such Units will be used for Residential purposes only and no Residential Unit will be occupied by more persons than it was designed to accommodate safely. No Unit will be used at any time for any business or commercial activity, except that the Owner may lease or rent such Unit for private residential, living or sleeping purposes and home occupations, to the extent allowed herein are permitted.

Permissible Home Occupations are limited to those which:

7.1.1 Are carried on by the Owners living on the premises and no others.

7.1.2 Are clearly incidental and secondary to the use of the dwelling for dwelling purposes and do not change the character thereof.

7.1.3 Do NOT result in the physical presence of clients or customers at the Homesite. (This does not prohibit the use of a Unit for a business where contact with clients or customers is by electronic means and does not result in their physical presence at the Unit.)

7.1.2 There may be no exterior advertising or other permanent evidence outside of the home, visible or audible, that a home occupation is being conducted therein.

7.1.3 There may be no offensive noise, vibration, smoke, dust, odors, heat or glare noticeable at or beyond the Homesite lines and no excessive vehicular traffic or deliveries. The determination of what constitutes excessive traffic will be made solely by the Board.

7.1.4 The providing of child care services is prohibited.

7.2 COMMON ELEMENTS RESTRICTIONS

All use of Common Elements will be subject to and governed by rules and regulations of the Association. No Owner and no Owner's guests will obstruct, damage or commit waste to any of the Common Elements. No Owner and no Owner's guest will alter, repair or store anything in or on any of the Limited or Common Elements without the prior written consent of the Association.

7.3 IMPERILING OF INSURANCE

No Owner and no Owner's guest will do anything or cause anything to be kept in or on the Project which might result in an increase in the insurance premiums of insurance obtained for the Project or which might cause cancellation of such insurance, without the prior written consent of the Association. Any increase or surcharge caused by any Owner's or Tenant of Owner's activities within a Unit will be assessed to the Unit wherein the activities which cause the increase or surcharge are conducted.

7.4 VIOLATION OF LAW

No Owner and no Owner's guest will do anything or keep anything in or on the Project which would be in violation of any law.

7.5 NOXIOUS, OFFENSIVE, HAZARDOUS OR ANNOYING ACTIVITIES

No noxious or offensive activity will be carried on nor will anything be done or placed on or in any part of the Project which is or may become a nuisance or cause unreasonable embarrassment, disturbance or annoyance to others. No activity will be conducted and no improvements will be made or constructed which are or might be unsafe or hazardous to any person or property. No sound will be emitted which is unreasonably loud or annoying. No odor will be emitted which is noxious or offensive to

others. No light will be emitted which is unreasonably bright or causes unreasonable glare. Nothing will be hung or placed upon any of the Limited Common Elements, and nothing will be draped over balcony railings or placed on or in windows or doors of Units, which would or might create an unsightly or unattractive appearance. Determinations with respect to whether or not a particular activity or occurrence constitutes a violation of this Section will be made by the Executive Board and will be final.

7.6 RESTRICTION ON PETS

Dogs must be kept under control or on a leash and will be restrained from excessive barking at all times. Owners will be responsible for cleaning up after their pets. If dogs are walked on the Common Elements then their defecation will be placed in a bag and disposed of as trash. The Executive Board may adopt rules and regulations for the regulation of pets which may include the prohibition of all pets. Entrance into or use of the Wetlands by pets is specifically prohibited.

7.7 RESTRICTION ON SIGNS

No signs or advertising devices of any nature will be erected or maintained on any part of the Project without the prior written consent of the Association. To the extent allowed by law each Owner may place one "For Sale" sign in a window of the Owner's Unit which sign may not exceed four square feet in area. Any and all signs must comply with the Town sign regulations.

7.8 RESTRICTIONS ON LIGHTING

Exterior motion detector lights are prohibited. All exterior lighting must be downcast to minimize impacts on adjacent property owners.

7.9 RESTRICTIONS ON STORAGE WITHIN UNDERGROUND PARKING AREAS

Nothing other than motor vehicles currently licensed to drive on the highways of Colorado may be placed or stored in the parking areas for any period of time. This prohibits such items as snowmobiles, boats, recreational vehicles, trailers, campers and every other item which is not a licensed motor vehicle. The restrictions in this section do not apply to the Garages nor to any area established specifically for the storage thereof and so identified on the final plat.

7.10 VIOLATION OF RULES

No Owner and no Owner's guest will violate the rules and regulations adopted by the Association. Determinations with respect to whether or not a particular activity or occurrence constitutes a violation of this section will be made by the Executive Board and will be final.

7.11 OWNER CAUSED DAMAGE

If, due to the act or neglect of an Owner or such Owner's guest, loss or damage will be caused to any person or property, such Owner will be liable and responsible for same except to the extent that such damage or loss is covered by insurance obtained by the Association and the carrier of the insurance has waived its rights of subrogation against such Owner. The amount of such loss or damage may be collected by the Association as a Special Assessment against such Owner, by legal proceedings or otherwise, and such amount will be secured by a lien on the Unit of such Owner as provided in Article 6 of this Declaration for Assessments.

ARTICLE 8: INSURANCE

8.1 INSURANCE REQUIREMENTS GENERALLY

Commencing not later than the time of the first conveyance of a Unit to a person other than Declarant, the Association will obtain and maintain in full force and effect at all times such insurance as is required by C.R.S. 38-33.3-313. If this statute is repealed, the Association will comply with any other

statute establishing insurance requirements for similar Associations or developments. If the statute is repealed and no other statute establishes insurance requirements, the Association will maintain such insurance as it reasonably determines is necessary.

The cost and expense of all insurance obtained by the Association, except insurance covering additions, alterations or improvements made to a Unit by an Owner or other insurance obtained at the request of and specifically benefitting any particular Owner, will be a Common Expense to be covered by Assessments. Copies of insurance policies will be issued to each Owner and each Mortgagee on request.

8.2 WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Association will obtain, maintain or cause to be maintained, Workmen's Compensation and employer's liability insurance as may be necessary to comply with applicable laws.

8.3 INSURANCE BY OWNERS

An insurance policy issued to the Association does not obviate the need for Unit Owners to obtain insurance for their own benefit. Each Owner will be responsible for obtaining all insurance deemed desirable, including insurance covering furnishings and personal property and covering personal liability of the Owner and the Owner's employees, agents and guests. Any insurance policy obtained by an Owner will be such that it will not diminish or adversely affect or invalidate any insurance or insurance recovery under policies carried by the Association and will, to the extent possible, contain a waiver of the rights of subrogation by the insurer as to any claim against the Association, its officers, Directors, agents and employees and against other Owners and their employees, agents and guests.

8.4 RECEIPT AND APPLICATION OF INSURANCE PROCEEDS

Except as some particular person will have a legal right to receive insurance proceeds directly, all insurance proceeds and recoveries will be paid to and received by the Association which is hereby appointed as attorney-in-fact for all Owners to deal with and handle such matters. All insurance proceeds or recoveries received by the Association will be applied by the Association as follows: first as expressly provided elsewhere in this Declaration; the balance, if any, jointly to the Owners and their First Mortgagees in proportion to their respective interest in the Common Elements.

8.5 OTHER INSURANCE BY THE ASSOCIATION

The Association will also have the power or authority to obtain and maintain other and additional insurance coverage.

8.6 FIRST MORTGAGEES

The Association will timely notify each First Mortgagee, insurer, or guarantor of the mortgage on any Condominium Unit of a lapse, cancellation or substantial modification of any insurance policy or fidelity bond maintained by the Association. To be entitled to receive this information, the Mortgagee, insurer, or guarantor must send a written request to the Association stating the name and address of the interested party and the Unit number or address of the Unit on which it holds (or insures or guarantees) a mortgage.

ARTICLE 9: TERMINATION AND CONDEMNATION

9.1 TERMINATION

Termination of the Project will be controlled by CCIOA and, in particular, by section 38-33-3-218. If this section is ever repealed and not replaced then the provisions thereof as it existed on the date of recordation of this instrument will control.

9.2 CONDEMNATION

If at any time or times during the existence of the Project pursuant to this Declaration, all or any part of the Project will be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the provisions of section 38-33.3-107 of CCIOA will control and be supplemented by the following:

9.2.1 Proceeds

All compensation, damages or other proceeds therefrom, the sum of which is hereafter called the "Condemnation Award" will be payable to the Association for the benefit of the Owners and Mortgagees.

9.2.2 Complete Taking.

In the event that the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, Condominium Ownership pursuant hereto will terminate. The Condemnation Award will be apportioned among the Owners based on relative unit values as determined in accordance with the statutes of Colorado or, if none are applicable, in accordance with the guidelines promulgated by or on behalf of the Federal National Mortgage Association. If no such statutes or guidelines exists then the award will be apportioned among the Owners on the same basis as each Condominium Owner's interest in the Common Elements; provided however, that if a standard different from the value of the Property as a whole is employed as the measure of the Condemnation Award in the negotiation, judicial decree or otherwise, then in determining such shares the same standard will be employed to the extent it is relevant and applicable. On the basis of these principles, the Association will determine the share of the Condemnation Award to which each Owner and Mortgagee is entitled. Such shares will be paid into separate accounts and disbursed as soon as practicable.

9.2.3 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 will not terminate and each Owner will be entitled to a share of the Condemnation Award. As soon as practicable the Association will reasonably and in good faith, allocate the Condemnation Award between compensation, damages or other proceeds and will apportion the amounts allocated among the Owners as follows:

9.2.3.1 The total amount allocated to taking of or injury to the Common Elements, will be apportioned among the Owners equally.

9.2.3.2 The total amount allocated to severance damages will be apportioned to those Condominium Units which were not taken or condemned.

9.2.3.3 The respective amounts allocated to the taking of or damage to a particular Unit and to the improvements an Owner has made within the Owner's own Unit will be apportioned to the particular Unit involved.

9.2.3.4 The total amount allocated to consequential damages and any other takings or injuries will be apportioned as the Association determines to be equitable in the circumstances or as determined by judicial decree.

9.2.3.5 If the allocation of the Condemnation Award is already established in negotiations, judicial decree or otherwise, then in allocating the Condemnation Award the Association will employ such allocation to the extent it is relevant and applicable.

9.2.4 First Mortgagees

The Association will timely notify each First Mortgagee, insurer, or guarantor of the mortgage on any Condominium Unit of any condemnation or casualty loss that affects either a substantial portion of

the Project or the Unit securing the mortgage. To be entitled to receive this information, the Mortgagee, insurer, or guarantor must send a written request to the Association stating the name and address of the interested party and the Unit number or address of the Unit on which it holds (or insures or guarantees) a mortgage.

In addition to the approval required by section 38-33.3-218: (1) the approval of at least fifty one percent of First Mortgagees will be required for any legal action to terminate the legal status of the Project after substantial destruction or condemnation occurs, and (2) the approval of at least sixty seven percent of First Mortgagees will be required for any legal action to terminate the legal status of the Project for reasons other than substantial destruction or condemnation. Thirty days after mailing or fax transmittal of a request for approval described in this paragraph, any First Mortgagee that has not delivered a negative response in writing will conclusively be deemed to have approved or consented to the proposal.

9.2.5 Disputes

In the event of either a complete or partial taking, if a dispute arises between an Owner and Mortgagee or between or among Owners as to the division of proceeds then the Association may take no action and await written instructions from all parties to the dispute, interplead the disputed funds or take any other action deemed reasonable. In the event the Association interpleads the funds it will be entitled to deduct all costs and expenses associated with or related to the interpleader, including attorneys fees, from the amount in dispute prior to depositing the funds with the court.

ARTICLE 10: MISCELLANEOUS

10.1 DURATION OF DECLARATION

All provisions contained in this Declaration will continue and remain in full force and effect until Condominium Ownership of the Project and this Declaration are terminated or revoked as hereinafter provided.

10.2 AMENDMENT

10.2.1 By Declarant

10.2.1.1 For so long as it owns any Condominium Unit, the Declarant may amend the declaration, a plat, or a Map to correct clerical, typographical, or technical errors.

10.2.1.2 For so long as it owns any Condominium Unit, the Declarant may amend the Declaration to comply with the requirements, standards, or guidelines of recognized secondary mortgage markets, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or the Federal National Mortgage Association.

10.2.1.3 In that CCIOA provides that its provisions may not be varied by agreement and rights conferred by CCIOA may not be waived, until January 1, 2024 or until Declarant no longer is the Owner of a Condominium Unit, whichever first occurs, Declarant reserves the right to unilaterally amend this Declaration to comply therewith in the event any provision of this Declaration is determined not to comply with CCIOA.

10.2.1.4 The Declarant may also amend the Declaration under the circumstances set forth in section 38-33.3-217 of CCIOA.

10.2.2 By Owners and Mortgagees

10.2.2.1 Except as set forth above, this Declaration may be amended only by a written instrument signed by sixty seven percent of the Owners and approved by at least fifty one

percent (51%) of First Mortgagees. Any proposed amendment will be mailed by the Association to all First Mortgagees at the address shown on the recorded deed of trust or mortgage or at such address that the Mortgagee has provided to the Association in writing. Such mailing will be by certified mail or the like or faxed to any fax address provided in writing by the First Mortgagee. Thirty days after such mailing or fax transmittal any First Mortgagee that has not delivered a negative response in writing will conclusively be deemed to have approved or consented to the proposal.

10.2.2.1.2 Any amendment will be evidenced by a recorded certificate, executed by the President or Secretary of the Association, certifying that the requisite percentage of Owners and First Mortgagees have properly consented, or are deemed to have consented, to the amendment and further certifying that copies of such written consent and proof of transmittal to First Mortgagees are in the corporate records of the Association and will be maintained there for a period of three years after the recording of the amendment.

10.3 REGISTRATION OF MAILING ADDRESS

Each Owner and Mortgagee will register the Owner's mailing address with the Association, on such forms as are required by the Association, and notices or demands intended to be served upon an Owner will be sent by mail, postage prepaid, addressed in the name of the Owner at such registered address. In the event a fax number or e-mail address is provided, such may be used by the Association in lieu of postal mail.

10.4 EFFECT OF PROVISIONS OF DECLARATION

Each and every provision of this Declaration will:

A. Run with the land and be deemed incorporated in each lease, assignment or other instrument by which any right, title or interest in the Project or in any Condominium Units is created, whether or not set forth or referred to in such instrument.

B. Be deemed accepted, ratified, and adopted as a personal covenant of each Owner, and as a personal covenant, will be binding on such Owner and such Owner's heirs, personal representatives, successors and assigns, and will be deemed a personal covenant to with and for the benefit of the Association but not to, with or for the benefit of any other Owner.

C. Be deemed a covenant, obligation and restriction secured by a lien in favor of the Association, burdening and encumbering the title to the Project and each Condominium Unit in favor of the Association.

10.5 ENFORCEMENT AND REMEDIES

Each provision of this Declaration and decision of the Association will be enforceable by the Association and by any Owner in an appropriate civil action, or in the discretion of the Association, for so long as any Owner fails to comply with any such provisions or decisions, by exclusion of such Owner and such Owner's guests from use of the Common Elements. Each provision of this Declaration and decision of the Association will be also be enforceable against the Association by any Owner in an appropriate civil action. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party will be entitled to recover its costs and expenses in connection therewith, including reasonable attorney's fees.

10.6 PRIORITIES OF ASSOCIATION LIEN FOR COMMON EXPENSES

The Owner of a Condominium Unit may create junior mortgages (junior to the lien, deed of trust or other encumbrance of a First Mortgagee), liens or encumbrances on the Owner's interest in a Condominium Unit. Any such junior mortgages, liens or encumbrances will always be subordinate to the prior and paramount lien of the Association for Common Expenses, Special Assessments and any item

the Association may assess against an Owner and subordinate to all of the provisions of this Declaration. Such junior encumbrancer will release, for purposes of restoration of any improvements upon the encumbered Condominium Unit, all of the Owner's right, title and interest in and to the proceeds under all insurance policies upon said premises by the Association. Such release will be furnished forthwith by a junior encumbrancer 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 encumbrancer.

10.7 LIMITED LIABILITY; INDEMNIFICATION

Neither Declarant nor any manager, officer, agent or employee of the Declarant will be liable to the Association or to any Owner for any action or for any failure to act with respect to any matter so long as such person or entity was not guilty of gross negligence in the construction of the Condominium Project or of fraud, gross negligence or bad faith in taking such action or failing to act. The Association will indemnify Declarant and any manager, officer, agent or employee of Declarant against any loss or threat of loss to the full extent permitted by law.

Neither the Executive Board of the Association nor any director or officer of the Association will be liable to the Association or to any Owner for any action or for any failure to act with respect to any matter so long as such person or entity was not guilty of fraud, gross negligence or bad faith in taking such action or failing to act. The Association will indemnify the Executive Board of the Association and any director or officer of the Association against any loss or threat of loss to the full extent permitted by law.

The indemnification authorized by this Section will include payment of (a) reasonable attorney's fees or other expenses incurred in settling any claim or threatened action or incurred in any finally adjudicated legal proceeding, and (b) expenses incurred in the removal of any liens affecting any property of the indemnitee. Indemnification will be made from assets of the Association and no Owner will be personally liable to any indemnitee.

The foregoing provisions of this Section are subordinate to the requirements of section 38-33.3-306 of CClOA which, in part, provides that if the association delegates powers of the executive board or officers relating to collection, deposit, transfer, or disbursement of association funds to other persons or to a managing agent, that the other persons or managing agent maintain fidelity insurance coverage or a bond in an amount not less than fifty thousand dollars or such higher amount as the executive board may require. The limited liability and indemnification provisions set forth herein will not apply to any person or entity required to maintain such insurance or bond.

10.8 RECORDING DATA FOR EASEMENTS AND LICENSES

The recording data for recorded easements and licenses appurtenant to, or included in the Project, if any, is set forth on the Plat.

10.9 SUBORDINATION TO THE SILVER CREEK COVENANTS.

This Declaration, the Association and the Owners are subject and subordinate to the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for SilverCreek, as amended (the "Master Declaration"); the Declaration of Covenants, Conditions and Restrictions for Silver Creek Development Area and the Declaration of Covenants, Conditions and Restrictions for Silver Creek Residential (the "Residential Declaration") (collectively, the "Silver Creek Declarations"). Each of the Silver Creek Declarations creates an association which has adopted or is governed by articles of incorporation, bylaws and rules and regulations (the "Silver Creek Association Documents"). The Silver Creek Declarations and the Silver Creek Association Documents contain certain rights, restrictions, limitations, grants of easements, reservations of rights, powers or other matters pertaining to such associations or the declarants under the Silver Creek Declarations which are binding upon and superior to the rights of any person or entity having an interest in the Condominium Project. If there is any conflict or in or inconsistency between the terms and conditions of this Declaration or documents creating or governing the Association and the terms and conditions of the Silver Creek Declarations or the Silver

Creek Association Documents, the terms of the Silver Creek Declarations and the Silver Creek Association Documents will control. By accepting a deed to a Unit, each Owner agrees to comply with and be bound by the Silver Creek Declarations and the Silver Creek Association Documents. The Association and each Owner further stipulate and agree that the association created under the Residential Declaration will constitute the governing sub-association of the Association for the purpose of the selection of Delegates under the Master Declaration in accordance with the provisions of Section 7.4(d) of the Residential Declaration. The provisions of this Section 10.9 can not be amended without the prior written consent of the associations created by the Silver Creek Declarations.

10.10. CONTINUING DEVELOPMENT; EFFECTS

The Condominium Project is surrounded by, and constitutes a part of, a resort area. The resort is projected to be developed as a high density community with residential, commercial, mixed use and public amenity types of development. Development within the resort may continue for an indefinite period, and that plans for the density, type and location of development projects or land uses may change over time at the discretion of the owners or operators. Such development may entail changes to or alterations in the access to the Project, views of or from the Project or the Units, surrounding land uses, open space, traffic volumes or patterns, privacy or other off-site aspects or amenities of the Project. Development also may entail the creation of noise, odors, unsightliness, dust and other inconveniences or disruptions. All such matters not within the Project are not within the control of the Declarant.

10.11 GENERAL

10.11.1 This Declaration will be binding upon and will inure to the benefit of the Declarant, the Association and each Owner, and the heirs, personal representatives, successors and assigns of each of them.

10.11.2 If any of the provisions of this Declaration are invalidated, such invalidity will not affect the validity of the remainder of this Declaration.

10.11.3 The captions and headings in this instrument are for convenience only and will not be considered in construing any provision of this Declaration unless the context requires otherwise.

10.11.4 Failure to enforce any provisions of this Declaration will not operate as a waiver of any such provision or of any other provision of this Declaration.

10.11.5 The only recreational facility contemplated for the Project is a playground.

10.11.6 The provisions of the Colorado Common Interest Ownership Act are hereby incorporated by reference into this Declaration. The provisions of this Declaration will be paramount to the provisions of CCIOA where variances are permitted. In other cases the provisions of CCIOA will prevail.

10.11.7 As used herein, unless the context otherwise requires, the singular number will include the plural, the conjunctive will include the disjunctive, and vice versa. The use of any gender will include all genders.

ARTICLE 11: DEVELOPMENT RIGHTS AND OTHER SPECIAL DECLARANT RIGHTS

11.01 DECLARANT RIGHTS (including Development Rights and Special Declarant Rights)

The Declarant reserves, as to the Real Estate described in Exhibits A and C, the following Development Rights and other Special Declarant Rights for a period of twenty years from the date of recordation of this Declaration. If any Development Right is exercised in any portion of the real estate subject to that Development Right, that Development Right need not be exercised in all or in any other portion of the remainder of that real estate.

11.01.1 The right to complete or make improvements indicated on the recorded final plat of the Project or on any Map as such documents may be amended from time to time.

11.01.2 During the period of construction and sale, to the extent permitted by law, Declarant reserves the right to maintain such facilities and activities as are reasonably required to facilitate construction and sales, including but not limited to a business office, storage area, construction yards, signs, model Units, sales office, parking areas and lighting. Any such offices or models may be located in any Unit and may occupy all of or less than all of such Unit.

11.01.3 The right to use and to permit others to use, easements, through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations under CCIOA and this Declaration.

11.01.4 The right to conduct the construction and development activities outside of the limitations imposed by the Declarations relating to noise, odors, types of activities and potential for damage to the Common Elements. Nothing herein will be construed to alleviate Declarant's liability for any damage occasioned by its conduct of its activities outside of such limitations.

11.01.5 The right to transfer any one or all of the rights reserved herein in the manner prescribed by section 38-33.3-304 of CCIOA.

11.01.6 The right to appoint or remove the Directors of the Executive Board during the Declarant Control Period consistent with CCIOA and as set forth above.

11.01.7 The right to not include any Building to be constructed on any part of the Property within the Project until the condominium map for such Building has been recorded.

11.01.8 The right to create and convey Garages as Limited Common Elements as described in section 2.6 above.

11.01.9 The right to complete this Condominium Project, by recording a Map and a supplement to Exhibit B for each Building constructed. All changes, adjustments or the like set forth in such supplement will be effective as of the recording date thereof. Any additional Buildings will be consistent with the structural type and quality of construction provided in the initial improvements and will be substantially completed prior to recordation of the Map and supplement. The reference to the Map and Declaration in any instrument will be deemed to include any supplements thereto, without specific reference. No assurance is made regarding the order in which additional Buildings may be constructed.

11.01.9.1 Each Unit on such Supplement will be identified by a symbol or designation dissimilar to any other Building in the Condominium Project. The Common Elements identified on each Condominium Map of Property submitted to these Declarations will become a part of the total Common Elements of the Project and ownership thereof will be held in Common by, 1) The Owners of the Units existing prior to the expansion of the Project and, 2) The Owners of the Units added to the Project by the expansion. The proportion of said ownership will be as set forth in the supplement to Exhibit B and the reallocation of the percentage ownership of the Common Elements contemplated with each completed Building is hereby specifically authorized. All Owners of Condominium Units in the Condominium Project will have a non-exclusive right in common with all of the other Owners to use the sidewalks, pathways, elevators, hallways, driveways, recreational facilities and all other Common Elements within this entire Condominium Project so designated on the Map and all Amendments and Supplements thereto.

11.01.9.2 As additional Condominium Units are completed and a Map recorded and in order that the Common Elements and the Common Expenses of this Condominium Project be shared proportionately and equitably by the Owners of the initially constructed Condominium Units and the Owners of all subsequently constructed Condominium Units the percentage interests in the Common Elements will be adjusted to reflect the addition of Units to the Project. For example, if the initial Units contain 15,000 square feet and the subsequently constructed

Units contain 18,000 square feet the old Units will bear 45.45% (15,000/33,000) of Common Costs which are allocated based on a Unit's interest in the Common Elements, while the new Units will bear 54.55% (18,000/33,000) of such Common Costs. Further, if an original Unit contained 1200 square feet, its original interest in the Common Elements of 8% (1,200/15,000) would change and become 3.6364% (1,200/33,000) upon addition of the new Units containing 18,000 square feet.

Common Costs allocated to the Units based on the interest in the Common Elements appurtenant to the Unit will after addition of the new Units be allocated based on the new allocation of interests in the Common Elements.

11.01.9.3 The Declarant may make reasonable rules and regulations governing the use of any Condominium Units prior to the time such Units are accepted for maintenance by the Association. Such rules and regulations will be substantially consistent with the rules and regulations established by the Association governing the use of the Units already included in this Condominium Project. At such time as a certificate of occupancy is issued for a Building or a Condominium Map recorded, whichever last occurs, all Units within the Building will be governed by the Association's Rules and Regulations.

11.01.10 Declarant reserves for itself easements for ingress and egress, water and sewer services, telephone, electricity, natural gas and all other utilities and services reasonable or necessary for the full use and enjoyment of any portion of the Property until the Project has been completed. Such easements will lay over and across the driveways, lawns, parking spaces and Open Spaces of this Project but will not lay over and across any portion of the Project occupied by a Building or similar improvement. Any disturbance of the driveways, lawns, parking spaces or Open Spaces of this Project occasioned by Declarant's use of this right will be repaired to at least its pre-disturbance condition at the sole expense of Declarant. Declarant's use of this right will be limited to prevent unreasonable impairment of the Project and to prevent negative aesthetic impacts on the Project.

11.02 TERMINATION

Within sixty days after the Unit Owners other than the Declarant elect a majority of the members of the Executive Board, the Declarant will deliver to the Association all Property of the Unit Owners and of the Association held by or controlled by the Declarant, including without limitation those items required by section 38-33.3-303(9) of CCIOA.

11.03 ADDITIONAL PROPERTY

11.03.1 Specified Real Estate

Declarant reserves the right to Amend this Declaration, at any time prior to December 31, 2024, to add Additional Property to the Project, the location of which is described in Exhibit C. Until all property described on Exhibit C has been subjected to this Declaration or December 31, 2024, whichever first occurs, Declarant may from time to time unilaterally subject all or any portion of the land described on Exhibit C to the provisions hereof. Declarant may transfer this right to annex specified property so long as such transfer is accomplished by a written instrument executed by Declarant and recorded in the real property records of Grand County.

11.03.2 Unspecified Real Estate

Declarant reserves the right to amend this Declaration, at any time prior to December 31, 2024, to add Additional Property to the Project, the location of which is not described in this Declaration. The area of any real estate added to the Project pursuant to this reserved right may not exceed ten percent of the total area of real estate described in Exhibit A, and in no event may the total number of Units in the Project exceed 141.

11.03.3 Procedure

Annexation will be accomplished by filing an Annexation Amendment annexing such property in the real property records of Grand County. Such Annexation Amendment will be sufficient if it: (1) describes the property to be annexed; (2) states that such property will thereafter be subject to the terms of this Declaration; and (3) is properly acknowledged by Declarant or by the transferee of such annexation right.

ARTICLE 12: MANDATORY ALTERNATIVE RESOLUTION PROCEDURES FOR CERTAIN DISPUTES

IMPORTANT NOTICE: This Article and the procedures set forth below ("Procedures") require the mediation and arbitration of certain disputes, and therefore affect important legal rights. They apply to and affect the entirety of the Project. Any person considering entering into a contract to purchase a Unit should review these Procedures carefully, and consult with legal counsel of their own choosing about the meaning and effect of these Procedures.

12.1 PURPOSE AND COMMITMENT TO RESOLVE DISPUTES OTHER THAN BY LITIGATION

12.1 Resolution of Disputes Pursuant to These Procedures. Declarant, the Association, its officers and directors, all Owners of the Units, design professionals, builders, including any of their subcontractors and suppliers, others who performed or furnished any design, engineering, supervision, inspection, construction or observation of the construction of any improvement in the Project and any Person not otherwise subject to this Declaration but who agrees to submit to these Procedures (each of the foregoing being referred to as a "Party"), hereby agree to encourage the amicable resolution of disputes involving the Project and all of its improvements without the emotional and financial costs of litigation. Accordingly, each Party covenants and agrees to submit all Claims each alleges to have to the Procedures set forth herein and not to a court of law.

12.2 Statement of Clarification. Without modifying or restricting the scope of these Procedures and as a statement of clarification only, nothing contained herein is intended to prevent the parties from attempting to resolve any differences through the normal course of business and communications. It is only when the Parties are unable to resolve their differences and they wish to proceed further through the assertion of a Claim that the mandatory dispute resolution provisions contained in these Procedures are activated.

12.2 CLAIMS SUBJECT TO RESOLUTION PURSUANT TO THESE PROCEDURES.

12.2.1 Definitions – For purposes of these Procedures the following terms will have the specified meaning:

Claim will mean all claims, disputes and other controversies between one Party and another Party, regardless of how the same may have arisen or on what it might be based, excepting only those matters identified in Sections 12.2.3 below. Without limiting the generality of the foregoing, "Claim" will include all claims, disputes or controversies relating to or arising out of, in whole or in part, any of the following:

- (a) any Agreement for Sale and Purchase between Declarant and any Owner;
- (b) the Property or the Unit (as defined in any such Agreement);
- (c) the purchase of the Property or the Unit;
- (d) the soils of any property that lie within the Project;
- (e) land development, design, construction and/or alteration of any of the improvements within the Project and/or any alleged defect therein;
- (f) any rights, obligations and duties of any Party under the Condominium Declaration;
- (g) any Limited Warranty Agreement between Declarant and any Owner and/or the Association; or
- (h) any breach of any of the foregoing referenced documents.

Builder will mean all design professionals, consultants, builders, including any of their subcontractors and suppliers, as well as others who performed or furnished any design, engineering, supervision, inspection, construction, or observation of the construction of any improvement relating to or involving the Units, and all employees thereof.

Party will mean any person, entity or the like acquiring any interest in or to any Unit.

12.2.2 Methods of Resolution. All Claims will be subject to and resolved by submitting the Claim to mediation in accordance with these Procedures. Any Claim not resolved during mediation will be resolved only by mandatory binding arbitration in accordance with these Procedures, and not in a court of law. All Parties hereby agree to the mediation and arbitration of all Claims, and irrevocably waive any right to trial of any Claim by jury or otherwise in a court of law.

12.2.3 Matters Not Subject to These Procedures. Notwithstanding any other provision of these Procedures, the following will not be Claims and will not be subject to these Procedures:

12.2.3.1 any suit or other action by the Association against any Party to act under or enforce the provisions of Article Six (Assessments) of the Declaration;

12.2.3.2 any suit or other action by the Association or Declarant to act under or enforce the provisions of Article 7 (Use and Other Restrictions) of the Declaration, including any suit to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) or such other ancillary relief as the court may deem necessary; and

12.2.3.3 any suit or other action between or among Owners that does not include Declarant or the Association.

12.3 INITIATION OF A CLAIM AND RIGHT TO INSPECT AND REPAIR

12.3.1 Notice of Claim. Any Party alleging a Claim ("Claimant") against any other Party ("Respondent") will submit the Claim by written notification ("Notice of Claim") delivered to each Respondent, stating plainly and concisely:

- (a) the nature of the Claim, including a list of any alleged construction defects and a description, in reasonable detail, of such defects and of the damages claimed to have been caused thereby, the Persons involved and Respondent's role in the Claim;
- (b) the legal or contractual basis of the Claim (i.e., the specific authority out of which the Claim arises);
- (c) the date on which the Claim first arose;
- (d) the name and address of every Person, including without limitation any current or former employee or agent of Respondent or any affiliate, whom Claimant believes does or may have information relating to the Claim, together with the information that the Claimant believes each such person possesses and accompanied by copies of any documentation and other materials, including without limitation expert reports, relating in any way to the Claim that Claimant or any such Person has in its possession or under its control;
- (e) the specific relief and/or proposed remedy sought; and
- (f) the fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

12.3.2 Timely Initiation. All Claims will be initiated by Claimant within a reasonable time after the Claim has arisen, and in no event will it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations or repose, except that any warranty Claim, whether pursuant to a Limited Warranty Agreement or otherwise, must be made within the time specified in the Limited Warranty Agreement or, if no such time is specified, no later than two years after substantial completion of the improvement that is the subject of the Claim.

12.3.3 Right to be Heard. Upon receipt of a Notice of Claim and prior to Claimant commencing any action, mediation or arbitration, Respondent will have the right to make a written response and be heard by Claimant, the Association and the involved Owners in an effort to resolve the Claim.

12.3.4 Right to Inspect and Repair.

(a) If the Claim is based on the land development, design, construction and/or alteration of any of the improvements within the Project and/or any alleged defect therein, however arising, Respondent will have the right (prior to Claimant commencing any action, mediation or arbitration) to access the affected area, at a reasonable time(s) and upon reasonable notice to any affected Owners, or the Association if Association property is involved, for purposes of inspecting the condition complained of, including but not limited to any investigative or destructive testing.

(b) In the exercise of the inspection rights contained herein, the Party causing the inspection to be made ("Inspecting Party") will:

- (i) be careful to avoid any unreasonable intrusion upon, or harm, damage or costs to the affected Party including, without limitation, using its best efforts to avoid causing any damage to, or interference with, any improvements on the property being inspected ("Affected Property");
- (ii) minimize any disruption or inconvenience to any person who occupies the Affected Property;
- (iii) remove daily all debris caused by the inspection and located on the Affected Property; and
- (iv) in a reasonable and timely manner, at the Inspecting Party's sole cost and expense, promptly remove from the Affected Property all equipment and materials used in the inspection and repair any damage caused by the inspection, unless the Affected Property is to be immediately repaired.

(c) In the event the Inspecting Party wishes to make repairs or otherwise correct the alleged defect to resolve the subject matter of the Claim, the Inspecting Party will have the right (prior to Claimant commencing any action, mediation or arbitration), at its option, to do so and to enter the Affected Property, at a reasonable time(s) and upon reasonable notice, for such purpose.

(d) The Inspecting Party will not permit any claim, lien or other encumbrance arising from the exercise of its right to inspect and/or repair to accrue against or attach to the Affected Property. The Inspecting Party will indemnify, defend and hold harmless the affected Owners against any and all liability, claims, demands, losses, costs and damages incurred, including court costs and reasonable attorney's fees, resulting from any breach of this Section 12.3 by the Inspecting Party.

12.4. GOOD FAITH NEGOTIATION AND MEDIATION.

12.4.1 Pre-Action Negotiation. The Parties will make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. Any Party may be represented by attorneys and independent consultants (at such Party's cost) to assist such Party in negotiations and to attend meetings.

12.4.2. Mediation.

(a) If the Parties do not resolve the Claim through negotiation within 30 days after the date of submission of the Claim to Respondent(s), as may be extended upon agreement of all affected Parties, Claimant will have 30 additional days to submit the Claim to mediation under the auspices of an independent mediation service reasonably acceptable to all Parties. If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant will be deemed to have waived the Claim, and all Respondent(s) will be released and discharged from any and all liability to Claimant on account of such Claim.

(b) Any settlement of the Claim through mediation will be documented in writing and signed by the Parties.

(c) If the Parties do not settle the Claim within 30 days after submission of the matter to the mediation, or within such other time as determined by the mediator or agreed to by the Parties, the mediator will issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice will set forth that the Parties are at an impasse and the date that mediation was terminated.

(d) Within 10 days after issuance of a Termination of Mediation, Claimant will make a final written settlement demand to Respondent(s), and Respondent(s) will make a final written settlement offer to Claimant. If Claimant fails to make a settlement demand, Claimant's original Claim will constitute the settlement demand. If Respondent(s) fail to make a settlement offer, Respondent(s) will be deemed to have made a zero or take nothing settlement offer.

(e) Each Party will bear its own costs, including attorney's fees, and each Party will share equally all charges rendered by the mediator(s) and all filing fees and costs of conducting the mediation proceeding, provided that upon a written showing by any Party that payment of that Party's share of the mediator's fees and any related costs would impose so substantial and undue a hardship upon that Party that that Party would effectively be deprived of any forum to seek redress upon a legitimate Claim, the other Party may, in its sole discretion, within 30 days after receiving such notice, either: (I) make arrangements for payment of that portion of the mediator's fees and costs that the other Party is unable to pay, in which case the mediation will proceed as specified in this Section 12.4; or (ii) notify the other Party that it does not wish to make such arrangements, in which case the other Party will have the right to proceed directly to arbitration of the Claim as set forth in Section 5 below.

(f) If the Parties agree to a resolution of any Claim through negotiation or mediation in accordance with this Section 12.4, such agreement will be enforceable in any court of competent jurisdiction in the County. If any Party thereafter fails to abide by the terms of such agreement, then any other affected Party may file suit to enforce such agreement without the need to again comply with the procedures set forth in this Section 4. In such event, the Party taking action to enforce the agreement will be entitled to recover from the non-complying Party all costs incurred in enforcing such agreement, including, without limitation, reasonable attorney's fees and court costs.

12.5 ARBITRATION.

12.5.1 Submission to Arbitration. If the Parties do not reach a settlement of the Claim within 15 days after issuance of any Termination of Mediation and reduce the same to writing, Claimant will have 45 additional days to submit the Claim to binding arbitration, in accordance with the Arbitration Procedures set forth in this Section 5 and deliver an Arbitration Notice to Respondent(s).

12.5.2. Qualifications of Arbitrator. The arbitrator will be selected as set forth in Section 12.5.3 below, and must be a person qualified, either with applicable industry experience or legal experience, to consider and resolve the applicable Claim. No person will serve as the arbitrator where that person has any financial or personal interest in the result of the arbitration or any family, social or significant professional acquaintance with any other party to the arbitration. Any person designated as an arbitrator will immediately disclose in writing to all Parties any circumstance likely to affect the appearance of impartiality, including any bias or financial or personal interest in the outcome of the arbitration ("Arbitrator Disclosure"). If any Party objects to the service of any arbitrator within 14 days after receipt of that Arbitrator's Disclosure, such arbitrator will be replaced in the same manner in which that arbitrator was selected.

12.5.3. Applicable Arbitration Rules; Selection of Arbitrator. Except as modified herein the arbitration will be conducted pursuant to the then-current Construction Industry Rules of Arbitration of the American Arbitration Association (the "AAA"), but need not be conducted or administered by the AAA. The arbitration will be presided over by a single arbitrator. Notwithstanding any other provision of this Section 5, if the Parties are unable to agree upon an arbitrator to resolve a Claim, they will request from the AAA a list of an odd number of qualified arbitrators. Promptly following their receipt of the list, the parties will meet in person or by telephone and alternate, beginning with the Claimant, striking names from the list until the name of only one person is left. The remaining person will serve as the arbitrator. The cost of the list will be split equally by the parties, provided that upon a written showing by any Party that payment of that Party's share of the cost of the list would impose so substantial and undue a hardship upon that Party that that Party would effectively be deprived of any forum to seek redress upon a legitimate Claim, the other Party may, in its sole discretion, within 30 days after receiving such notice,

either: (i) make arrangements for payment of that portion of the cost of the arbitrator list that the other Party is unable to pay, in which case the arbitration will proceed as specified in this Section 5; or (ii) notify the other Party that it does not wish to make such arrangements, in which case the other Party will have the right to pursue the Claim in the courts.

12.5.4. Time and Place of Hearing. The arbitrator will fix the date, time and place for the hearing. The arbitration proceedings will be conducted in the Grand County unless otherwise agreed by the Parties.

12.5.5 Prerequisite for Arbitration Hearing Involving Alleged Construction Defects. Within 60 days after submission of the Claim, arbitration will be conducted pursuant to Section 12.5. Claimant will file with the arbitrator and deliver to Respondent(s) a certified list of the alleged construction defects that are the subject of the Claim, which list will be signed by the attorney for Claimant, or if Claimant does not have an attorney, by Claimant, and will include:

- (a) a statement that (i) the attorney for Claimant, or Claimant if Claimant does not have an attorney, has consulted with a Person not a Party to the Claim with expertise in the area of each construction defect that is the subject of the Claim (the "Construction Consultant") and (ii) the Construction Consultant has inspected the improvements for which the construction defects are claimed, has reviewed the known facts, including such records, documents and other materials the Construction Consultant has found to be relevant to the construction defects, and has concluded that the Claim has substantial justification based on the Construction Consultant's inspection and review of the known facts;
- (b) a certification that the Construction Consultant can demonstrate by competent evidence that, as a result of training, education, knowledge and experience, the Construction Consultant is competent to testify as an expert and render an opinion as to the alleged construction defects;
- (c) a certification signed by the Construction Consultant stating (i) such Person's name, address, qualifications and credentials that render him or her competent to express an expert opinion as to the alleged construction defect, (ii) that he or she has inspected each improvement and reviewed the known facts, including such records, documents and other materials which he or she has found to be relevant to the construction defects at issue, and (iii) as to each improvement for which a construction defect Claim is asserted, an identification of the owner of the improvement, the location and date of construction of the improvement, and an identification of each claimed construction defect and its specific location;
- (d) a computation of the damages alleged for each construction defect;
- (e) an identification, with respect to each improvement and construction defect, of each Party alleged to be responsible for such defect;
- (f) a certification that each Party alleged to be responsible for the alleged construction defect has been given written notice of the defect and an opportunity to remedy the defect as provided in the foregoing provisions of these Procedures and that the defect has not been remedied;
- (g) a copy of the notice of Claim served by Claimant on each Person that is named as a Party to the Claim; and
- (h) the information specified in C.R.Civ.P. 26(a)(2)(B)(i) or such equivalent provision as may be adopted in the future.

12.5.6 Written Expert Report. If any Respondent engages an expert whom it intends to call as a witness as to any issue addressed in the certified list of construction defects provided by any Claimant, before any hearing at which such expert is expected to testify the Respondent will provide a written expert report for each such expert, in the form contemplated by C.R.Civ.P. 26(a)(2) or such equivalent provision as may be adopted in the future.

12.5.7 Permitted Discovery. Before the arbitration hearing, each Party will be entitled to take a discovery deposition of one person with knowledge of the Claim, and each construction consultant or expert witness engaged by any opposing Party who will or may testify or otherwise provide evidence in relation to the Claim. A testimony preservation deposition also may be taken, by any Party, of any

person whose testimony is expected to be presented in connection with the Claim but who will be unavailable to testify in person at the hearing and/or who is beyond the subpoena power of the arbitrator. Upon the written request of either Party, the other Party will promptly produce documents relevant to the Claim or reasonably likely to lead to the discovery of admissible evidence. The manner, timing and extent of any further discovery will be committed to the arbitrator's sound discretion, provided that under no circumstances will the arbitrator allow more depositions or interrogatories than permitted by the presumptive limitations set forth in F.R. Civ. P. 30(a)(2)(A) and 33(a) or such equivalent provisions as may be adopted in the future. The arbitrator will levy appropriate sanctions, including an award of reasonable attorneys' fees, against any Party that fails to cooperate in good faith in discovery permitted by this Section 12.5.7 or ordered by the arbitrator.

12.5.8 Permitted Submissions. The arbitrator may, in his or her reasonable discretion, permit the Parties to submit pre-hearing briefs, post-hearings briefs and/or proposed findings of fact and conclusions of law.

12.5.9 Arbitrator's Authority to Establish Certain Terms. The arbitrator will have authority to establish reasonable terms regarding inspections, destructive testing and retention of independent consultants.

12.5.10 Hearing. The arbitrator will hold at least one hearing in which the parties, their attorneys and expert consultants may participate.

12.5.11 Participation of Other Parties. The Parties agree that where any Claim, dispute or other controversy existing between them is submitted to arbitration, and any other Party may have liability with respect thereto, all Parties including any third parties agree that the third parties may be joined as additional Parties in the arbitration, or if a separate arbitration exists or is separately initiated, to the consolidation of all such arbitrations. By way of example only and not by limitation, in the event of an Owner's claim relating to an alleged construction defect, the Declarant would have the right to join in the arbitration any design professional, subcontractor or other third party whose acts or omissions allegedly caused or contributed to the damages alleged by the Owner. Notwithstanding this right to join third parties, however, the arbitrator will not have the authority to join in any arbitration more than one Owner (without Declarant's consent) nor will these Procedures permit the assertion of any claim in the nature of a class or collective action, such resort to resolution by class or collective treatment being expressly waived by each Owner and the Association.

12.5.12 Arbitration Award. The arbitration award will address each specific Claim to be resolved in the arbitration, provide a summary of the reasons therefore and the relief granted, and will be rendered promptly after the close of the hearing but in no event later than 14 days from the close of the hearing, unless otherwise agreed by the Parties. The award will be in writing and will be signed by the arbitrator.

12.5.13 Determination as to Applicability. Any issue about whether a Claim is covered by these procedures will be determined by the arbitrator.

12.5.14 Governing Law; Available Remedies. Notwithstanding the choice-of-law principles of any jurisdiction, the arbitrator will be bound by and will resolve all Claims in accordance with the substantive law of the State of Colorado, federal law as enunciated by the federal courts situated in the Tenth Circuit, and all Colorado and Federal rules relating to the admissibility of evidence, including, without limitation, all relevant privileges and the attorney work product doctrine. The arbitrator may award injunctive relief or any other remedy available under Colorado law subject to the limitations of section 6.4 hereof.

12.5.15 Payment of Fees and Costs. The fees and costs of the arbitrator will be borne equally by the Parties, provided that, upon a written showing by any Party that payment of that Party's share of the arbitrator's fees and costs would impose so substantial and undue a hardship upon that Party that that Party would effectively be deprived of any forum to seek redress upon a legitimate Claim, the other Party may, in its sole discretion, within 30 days after receiving such notice, either: (ii) make arrangements for payment of that portion of the arbitrator's fees and costs that the other Party is unable to pay, in which case the arbitration will proceed as specified herein; or (iii) notify the other Party that it does not wish to

make such arrangements, in which case the other Party will have the right to pursue the Claim in the courts. Should the Party claiming hardship proceed in the courts, the other party may challenge the written showing and if the court finds, at an evidentiary hearing and after allowing discovery, that the Party claiming hardship has not established same by a preponderance of the evidence then the action will be dismissed and returned to arbitration.

12.5.16 Finality. The award rendered by the arbitrator will be final and binding, may be filed with any court of competent jurisdiction in the County in accordance with applicable law and judgment obtained thereon, and execution may issue. If any Party objects to entry of judgment upon any arbitration award, the Party that substantially prevails in any ensuing dispute concerning the entry of judgment upon such award will be entitled to all reasonable attorney's fees and costs incurred in the enforcement of the award.

12.6 LIMITATION OF RIGHTS AND REMEDIES.

12.6.1 Requirement for Actual Damage or Injury. Notwithstanding the foregoing, no Claim based on the land development, design, construction and/or alteration of any of the improvements within The Project and/or any alleged defect therein, however arising, may be asserted or brought unless there is (i) actual physical damage to or actual loss of the use of tangible real or personal property or (ii) bodily injury or wrongful death.

12.6.2 No Incidental or Consequential Damages. In no event will Declarant or Builder be liable to any other Party for incidental or consequential damages for any alleged defect or breach of warranty, including, but not limited to, costs of shelter, transportation, moving, storage or other incidental expenses, including those relating to relocation or displacement during any work performed under these Procedures, any Limited Warranty Agreement or otherwise.

12.6.3 Deemed Waiver for Failure to Act. If any Claim is not timely submitted to arbitration, or if Claimant fails to appear for the arbitration proceeding, or if Claimant fails to file and deliver the certified list of construction defects as required by Section 12.5.5 above, then the Claim will be deemed waived and abandoned, and Respondent(s) will be released and discharged from any and all liability to Claimant arising out of any such Claim.

12.6.4 No Award of Punitive or Exemplary Damages or Attorneys' Fees. In no event will any arbitrator in any arbitration conducted pursuant to these Procedures have the power to award punitive or exemplary damages of any kind or for any reason, nor will any such arbitrator have the power to award attorney fees and/or costs to any Party for any reason, such fees and costs being the responsibility of each Party.

12.6.5 Acknowledgment of Scope and Waiver of Rights. All Parties understand and agree that the limitations set forth in this Section 12.6 affect substantial and important legal rights, and limit the amount of money that a Party may recover in connection with a Claim that is subject to these Procedures. The Parties also acknowledge and agree that, notwithstanding any other provision of these Procedures, the limitations set forth in this Section 12.6 will apply to all claims by any Owner against Declarant or Builder, irrespective of where or in what forum the claim is asserted, and irrespective of the nature of the claim. Each Party acknowledges, agrees and represents to all other Parties that he, she or it understands the foregoing limitations, and that he, she or it has had a full and fair opportunity to consult with counsel of his, her or its own choosing concerning those limitations' meaning and practical effect. On that basis, by accepting or receiving an interest in any The Project Unit subject to these Restrictive Covenants or by agreeing to be bound hereby, each Party waives and is deemed to have waived any legal right it may otherwise have to seek any remedy excluded or limited by this Section 6 or any other provision of these Procedures.

12.7 CONSENSUS FOR ASSOCIATION ACTION

Notwithstanding anything contained in these Procedures to the contrary and in addition to any requirements prescribed by law, the Association will not commence any action, proceeding, mediation or arbitration (an "Action") relating to a Claim based on the land development, design, construction and/or alteration of any improvement within the Project and/or any alleged defect therein, however arising (referred to herein as a "Defect Claim") against any Party unless at least a majority of the Board of Directors and Owners (other than Owners who would be a Party) to which at least 67% of the votes in the Association are allocated agree to commence and maintain such Action. However, such Owner consent must be obtained by the Association only after the Board of Directors delivers written notice to all Members of the Association in accordance with the procedures set forth in the Bylaws with respect to meetings of Members. Such delivery will also include written materials that include:

12.7.1 a description of the nature of the Defect Claim, the relief sought and the Parties involved;

12.7.2 a copy of any written response to the Defect Claim, including any settlement proposal made by any Party;

12.7.3 a statement advising Owners of their duties to disclose to prospective purchasers and lenders the Defect Claim that the Association proposes to assert;

12.7.4 a statement that any recovery from the Action may not result in receipt of funds to pay all costs of remedying the Defect Claim as estimated by experts retained by the Association;

12.7.5 an estimate of the expenses and fees to the Association that the Board anticipates will be incurred in prosecuting the Defect Claim and a statement that describes how such fees and expenses will be funded; and

12.7.6 a description of the agreement with the attorney whom the Board of Directors has retained, or proposes to retain, to prosecute the Defect Claim.

12.8 MISCELLANEOUS PROVISIONS

12.8.1 Liability for Failure to Maintain an Action. No director or officer of the Association will be liable to any Person or Party for failure to institute or maintain or bring to conclusion a cause of action, mediation or arbitration for a Claim if the following criteria are satisfied: (a) the director or officer was acting within the scope of his or her duties; (b) the director or officer was acting in good faith; and (c) the act or omission was not willful, wanton or grossly negligent.

12.8.2 Binding Effect. These Procedures and the obligation to arbitrate will be specifically enforceable under the applicable arbitration laws of the State of Colorado. The arbitration award will be final and binding, and judgment may be entered upon it in any court of competent jurisdiction in the County to the fullest extent permitted under the laws of the State of Colorado.

12.8.3 Exclusive Remedy. These Procedures will be the sole and exclusive remedy that the Owner(s) will have against Declarant or Builder for any Claim, and Declarant, Builder and each Owner expressly waives, and are deemed to have waived, any right it may have to seek resolution of any Claim contemplated by these Procedures in any court of law or equity, and any right to trial by jury. Should any Party commence litigation or any other action against any other Party, in violation of the terms of these Procedures, such Party will reimburse the costs and expenses, including attorneys' fees, incurred by the other Party in connection with such litigation or action. If a Claim involves Declarant, no Party will record a memorandum or notice of lis pendens or similar instrument that would encumber or create a lien on land owned by either Declarant or the Association, and any recording of the same will be null and void and of no force or effect.

12.8.4 Reformation. The Parties agree that reliance upon courts of law and equity can add significant costs and delays to the process of resolving Claims. Accordingly, they recognize that the essence of this Covenant is that any contract and all related documents between or among any of the Parties is to provide for the submission of all Claims to mediation and final and binding arbitration. Therefore, if any court concludes that any provision of this Exhibit is void, voidable or otherwise unenforceable, the Parties understand and agree that the court will reform each such provision to render it enforceable, but only to the extent absolutely necessary to render the provision enforceable and only in view of the Parties' express desire that the merits of all Claims be resolved only by arbitration and, to the

greatest extent permitted by law, in accordance with the principles, limitations and procedures set forth in this Exhibit.

12.8.7 Captions. The captions and headings used in these Procedures are for convenience only, and will not be considered in construing any provision of these Procedures.

12.8.8 Utilization of Funds Resulting from the Cause of Action. In the event the Association receives funds as a result of any settlement, mediation, arbitration or judgment based upon a cause of action, after payment of fees and costs incurred in connection with prosecution of the Action, the Association will: (a) deposit the proceeds in a special, interest-bearing account; and (b) utilize the proceeds only for the purpose of performing remedial or repair work on the conditions that were the subject of the Claim or otherwise for purposes of remedying the Claim.

12.8.9 Public Notification of Action. For so long as these Procedures are in effect, Declarant (a) will have the right, at its sole option, at any time and from time to time following the commencement of any Action against Declarant asserting alleged defects in the construction of any improvements within the Project, to erect a sign, of such size and design as Declarant, in its sole discretion, determines, on the Common Areas at or near the entry to the Project notifying potential Owners and other interested parties that one or more Units or other improvements in the Project are the subject of a construction defect related action, the outcome of which may have a negative impact on property values in the Project and containing such other related information as Declarant, in its discretion, may determine, and (b) will have an easement over the Common Areas for the purpose of erecting, lighting, repairing, maintaining, accessing and removing any such sign Declarant elects to erect. If Declarant erects any sign pursuant to the provisions of this Section 12.8.9, Declarant will maintain the same in reasonably good condition and repair and will promptly remove it at the termination or final resolution of the Action.

DECLARANT, ASSOCIATION, ANY BUILDER AND EACH OWNER AGREE, AND ARE DEEMED TO HAVE AGREED, TO HAVE ANY DISPUTE RESOLVED IN ACCORDANCE WITH THESE PROCEDURES, WAIVE THEIR RESPECTIVE RIGHTS TO PURSUE ANY DISPUTE IN ANY MANNER OTHER THAN AS PROVIDED IN THESE PROCEDURES, AND ACKNOWLEDGE THAT, BY

AGREEING TO RESOLVE DISPUTES AS PROVIDED IN THESE PROCEDURES, THEY ARE GIVING UP THEIR RESPECTIVE RIGHTS TO HAVE SUCH DISPUTES TRIED BEFORE A COURT OR JURY.

DECLARANT:
Aspen Meadows Condominiums, LLC

By: _____
Richard C. Norris, Manager

STATE OF COLORADO

COUNTY OF GRAND

The foregoing Condominium Declaration was acknowledged before me this ____ day of _____, 2005, by Richard C. Norris, as Manager of Declarant, Aspen Meadows Condominiums, LLC.

Witness my hand and official seal.

My commission expires:

Notary Public

Exhibits:

- A – Legal Description of real Property subjected to this Declaration
- B – Initial Designation of Units and Percentage Interest in the Common Elements
- C – Legal description of additional property that may be subjected to this Declaration

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Exhibit A

Legal Description of Real Property Subjected to this Declaration

Buildings A, B and D, Aspen Meadows Condominiums, Town of Granby, Grand County, Colorado, according to the final plat thereof recorded contemporaneously herewith at Reception Number 2005-0_____ of the records of the Grand County Clerk and Recorder.

Exhibit B

Initial Designation of Units
and
Percentage Interest in the Common Elements

Building A					
Unit	% Interest	Unit	% Interest	Unit	% Interest
A-101	1.85	A-201	1.85	A-301	1.85
A-102	1.85	A-202	1.85	A-302	1.85
A-103	1.85	A-203	1.85	A-303	1.85
A-104	1.85	A-204	1.85	A-304	1.85
A-105	1.85	A-205	1.85	A-305	1.85
A-106	1.85	A-206	1.85	A-306	1.85
A-107	1.85	A-207	1.85	A-307	1.85

Building B					
Unit	% Interest	Unit	% Interest	Unit	% Interest
B-101	1.85	B-201	1.85	B-301	1.85
B-102	1.85	B-202	1.85	B-302	1.85
B-103	1.85	B-203	1.85	B-303	1.85
B-104	1.85	B-204	1.85	B-304	1.85
B-105	1.85	B-205	1.85	B-305	1.85
B-106	1.85	B-206	1.85	B-306	1.85
B-107	1.85	B-207	1.85	B-307	1.85

Building D					
Unit	% Interest	Unit	% Interest	Unit	% Interest
D-101	1.85	D-201	1.85	D-301	1.85
D-102	1.85	D-202	1.85	D-302	1.85
D-103	1.85	D-203	1.85	D-303	1.85
D-104	1.85	D204	1.85	D-304	1.85

Exhibit C

Legal description of additional property that may be subjected to this Declaration

Buildings C, and E – H, Aspen Meadows Condominiums, Town of Granby, Grand County, Colorado, according to the final plat thereof recorded contemporaneously herewith.