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FOR THE INN AT SILVERCREEK

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AMENDED AND RESTATED BYLAWS

OF

THE INN AT SILVERCREEK HOMEOWNERS ASSOCIATION

ARTICLE 1 - INTRODUCTION

These are the Amended and Restated Bylaws ("Bylaws") of The Inn at Silvercreek Homeowners Association (the "Association") which operates under the Colorado Revised Nonprofit Corporation Act, as amended (the "CRNCA") and certain provisions of the Colorado Common Interest Ownership Act, as amended (the "Act"). Terms used herein shall have the meaning set forth in the Act and that certain Condominium Declaration for The Inn at SilverCreek, as the same may be amended and restated from time to time ("Declaration") but only as is necessary to supplement those definitions set forth in the Act.

ARTICLE 2 - BOARD OF DIRECTORS

Section 2.1 Number, Qualification, Term and Composition. The affairs of the Common Interest Community and the Association are governed by a Board of Directors. In addition to these Bylaws, at any meeting at which the Board of Directors is to be elected, the Owners may, by resolution, adopt specific procedures which are not inconsistent with these Bylaws or the CRNCA for conducting elections.

(a) The Board of Directors is composed of nine (9) persons elected from among the Owners. This number may be increased or decreased by amendment of these Bylaws, provided, however, the number of Directors shall never be less than three (3).

(b) All Directors must be Owners or representatives of Owners (in the case where an Owner is a legal entity recognized in Colorado). Only Owners, eligible to vote and otherwise in good standing, may be elected or appointed to fill a vacancy on the Board of Directors. In the case where, through removal or resignation, the total number of the Board of Directors is less than nine, the Board of Directors will be considered properly constituted until such vacancies are filled.

(c) Each member of the Board of Directors shall hold office for a term of three (3) years. At any meeting at which the Board of Directors is to be elected, the Owners may, by resolution, adopt specific procedures which are not inconsistent with these Bylaws or the CRNCA for conducting the elections. The Board of Directors may be increased or decreased by amendment of these Bylaws, provided however, the number of Directors shall never be less than three (3).

(d) The members of the Board shall be a "fair and balanced" representation of the Owners, i.e. shall reflect the ratio of the number of Units subjected to the Time Share Ownership (owners of such being referred to as "Time Share Owners") to the number of Residential Units which have not been subjected to Time Share Ownership (owners of the latter being referred to as "Whole Owners"). If a member of the Board is both a Time Share Owner and a Whole Owner, that Board member shall be deemed to be a Whole Owner for the purpose of making this calculation. The Board may vary from this percentage representation only in the event candidates are available (but every effort to maintain the percentage representation must be made).

Section 2.2 Powers and Duties. The Board of Directors may act in all instances on behalf of the Association, except as provided in the Declaration, these Bylaws or the Act. The Board of Directors shall have, subject to the limitations contained in the Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community, including the following powers and duties:

- (a) Adopt and amend Rules in accordance with the Act.
- (b) Adopt and amend Bylaws in accordance with Article 9 below.
- (c) Adopt and amend budgets for revenues, expenditures and reserves.
- (d) Levy and collect Assessments for Community Common Expenses, Residential Common Expenses and Commercial Common Expenses.
- (e) Levy and collect Special Assessments whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. All Special Assessments will be in statement form and will set forth in detail the various expenses for which the Special Assessments are being made.
- (f) Levy and collect Default Assessments for violation of the Governing Documents or Individual Purpose Assessments.
- (g) Levy and collect Rental Services Fees (which shall consist of a charge levied against rental income received by Owners in the short-term or long-term leasing of Units) and Transfer Fees (levied upon the sale or other transfer of Units).
- (h) Suspend the Voting Interests allocated to a Unit, and the right of an Owner to cast such vote, or by proxy the vote of another, during any period in which such Owner is in default in the payment of any Assessment, or, after notice and a hearing, during any time in which an Owner is in violation of any other provision of the Governing Documents.

- (i) Hire and discharge Association Managers as more particularly provided below.
- (j) Hire and discharge employees, independent contractors and agents other than Association Managers.
- (k) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violations of the Governing Documents in the Association's name, on behalf of the Association or on behalf of two (2) or more Owners in matters affecting the Common Interest Community.
- (l) Make contracts and incur liabilities, including borrowing funds in order to pay for any expenditure or outlay deemed necessary by the Board.
- (m) Regulate the use, maintenance, repair, replacement and modification of all property within the Community.
- (n) Cause additional improvements to be made as a part of the Common Elements and cause additional improvements, replacements and modifications of all property within the Community which will result in cost-savings to the Association.
- (o) Acquire, hold, encumber and convey, in the Association's name, any right, title or interest to real estate or personal property, including but not limited to, Common Elements.
- (p) Grant easements for any period of time, including permanent easements, and grant leases and licenses through or over the Common Elements.
- (q) Establish from time to time and thereafter impose charges for late payment of Assessments or any other sums due and, after notice and hearing, levy a reasonable fine for a violation of the Governing Documents.
- (r) Impose a reasonable charge for the preparation and recording of amendments to the Declaration or statements of unpaid Assessments.
- (s) Provide for the indemnification of the Association's officers and the Board of Directors to the extent provided by law, provide for the indemnification of committee Members to the extent deemed just and reasonable, and maintain directors' and officers' liability insurance in type and amounts the Board of Directors deem reasonable.
- (t) Declare the office of a member of the Board of Directors to be vacant in the event such member shall fail to participate in three (3) regular meetings of the Board of Directors during any one (1) year period.

(u) Appoint any committee as required or permitted by the Declaration or these Bylaws or as may be deemed appropriate by the Board of Directors to carry out its purposes and duties and by resolution, establish committees, permanent and standing, to research, make recommendations or perform any of the above functions under specifically delegated administrative standards as designated in the resolution establishing the committee.

(v) By resolution, set forth policies and procedures which shall be considered incorporated herein by reference as though set forth in full, and which shall provide for corporate actions and powers which are different than those set forth in the CRNCA but which are permitted by the Act to be "otherwise set forth in the Bylaws." Such resolutions shall be given the same force and effect as if specifically enumerated in these Bylaws.

(w) Exercise any other powers conferred by the Declaration, the Articles of Incorporation, these Bylaws, the Act, or the CRNCA.

(x) Exercise any other power necessary and proper for the governance and operation of the Association.

(y) Exercise any other power that may be exercised in the state by a legal entity of the same type as the Association.

Section 2.3 Association Manager. The Board of Directors may employ an Association Manager for the Common Interest Community, at a compensation established by the Board of Directors, to perform duties and services authorized by the Board of Directors. The Board of Directors may delegate to the Association Manager only the powers granted to the Board of Directors by these Bylaws under Section 2.2, Subdivisions (c), (d), (e), (f), (i), (j), (l) and (m). Licenses, concessions and contracts may be executed by the Association Manager pursuant to specific resolutions of the Board of Directors and to fulfill the requirements of the budget.

(a) The Association Manager will maintain fidelity insurance coverage or a bond providing the same type of insurance in such amounts and as may be directed by the Board of Directors.

(b) The Association Manager will maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by the Association Manager and will maintain all reserve accounts of each association so managed separate from operational accounts of the Association, each with appropriate access controls, and the bank where the accounts are located shall be instructed to send copies of monthly bank statements directly to the Manager. Pursuant to Board resolution, the Association Manager shall have authority to draw checks on, or to transfer funds from, the Association's reserve account.

(c) An annual accounting for Association funds and a financial statement will be prepared and presented to the Association by any one of the following: the Association Manager, a public accountant, or certified public accountant.

If an Association Manager is employed, the management agreement must be for a specified term and must contain specific termination provisions. Such termination provisions may not require the payment of any penalty for termination or require advance notice of termination in excess of one hundred twenty (120) days.

Section 2.4 Removal of a Member of the Board of Directors. The Owners, by a vote of the Owners holding sixty-seven percent (67%) of the total votes in the Community who are present and entitled to vote, at any meeting of the Owners at which a quorum exists, may remove any member of the Board of Directors, with or without cause. Vacancies created by removal according to this Section 2.4 shall be filled by a majority of the Board of Directors remaining after such vote to remove; provided, however, if the entire Board of Directors is removed at once, an election shall be held immediately thereafter at the same meeting and the Owners shall elect an entirely new Board of Directors by a majority vote and each person elected to the Board of Directors shall serve out the terms of the members of the Board who were replaced. Thus, if the entire Board consists of three members, and all are removed, the three persons elected shall serve out the terms of the members removed.

Section 2.5 Vacancies. Except in the case of removal of all of the members of the Board of Directors pursuant to Section 2.4 hereof, vacancies may be filled at a special meeting of the Board of Directors held for that purpose at any time after the occurrence of the vacancy, even though the members of the Board of Directors present at that meeting may constitute less than a quorum. These appointments shall be made, as to vacancies of the members of the Board of Directors, and each person so elected or appointed shall serve on the Board of Directors for the remainder of the term of the member so replaced.

Section 2.6 Regular Meetings. The first regular meeting of the Board of Directors following each annual meeting of the Owners shall be held immediately after the annual meeting at a time and place to be set by the Board of Directors at the meeting at which the Board of Directors shall have been elected. No notice shall be necessary to the newly elected Board of Directors in order to legally constitute such meeting, provided a majority of the Board of Directors members are present. The Board of Directors may set a schedule of additional regular meetings by resolution, and no further notice is necessary to constitute regular meetings.

Section 2.7 Special Meetings. Special meetings of the Board of Directors may be called by the President or by a majority of its members on at least three (3) business days' notice to each member.

Section 2.8 Quorum. Actions of the Board of Directors. A majority of the total number of Directors shall constitute a quorum for all meetings and consents. Unless otherwise determined by a vote of the Board of Directors as to a particular issue, a majority vote of those present constitutes a valid corporate action. Except as otherwise provided in Section 2.4, for purposes of this Article 2, the term "present" shall include attendance in person or in any manner provided in Section 2.12 below. Each member of the Board of Directors casts one vote.

Section 2.9 Location of Meetings. Meetings of the Board of Directors shall be held either: (i) within the state of Colorado unless all members of the Board thereof consent to another location, or (ii) in such a manner as to permit discussions and deliberations via telephonic means or communication via digital/electronic communication.

Section 2.10 Waiver of Notice. Any member of the Board of Directors may waive notice of any meeting in writing. Attendance by a member of the Board of Directors at any meeting of the Board of Directors shall constitute a waiver of notice. If all the members of the Board of Directors are attending a meeting through any means authorized by these Bylaws, no notice shall be required, and any business may be transacted at such meeting.

Section 2.11 Consent to Corporate Action. If a majority of the Board of Directors or members of a committee established for such purpose, as the case may be, severally or collectively consent in writing to any action taken or to be taken by the Association, and the number of members of the Board of Directors or of the committee constitutes a quorum, that action shall be a valid corporate action as though it had been authorized at a meeting of the Board of Directors or the committee, as the case may be. The secretary shall file these consents with the minutes of the meetings of the Board of Directors.

Section 2.12 Types of Communication in Lieu of Attendance. Any member of the Board of Directors may attend a meeting of the Board of Directors:

(a) by using electronic or telephonic communication method whereby the member may be heard by the other members and may hear the deliberations of the other members on any matter properly brought before the Board of Directors; or

(b) by participating in digital/electronic communication when all Managers are participating in this form of communication; or

(c) in the case of written consents, by providing written response on or before the date responses are due as set forth in the written consent.

The vote of such member shall be counted and the presence noted as if that member was present in person on that particular matter.

Section 2.13 Compensation. No member of the Board of Directors shall receive any compensation from the Association for acting as such unless approved by a majority vote of the Owners at a regular or special meeting of the Association. Any member of the Board of Directors may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Board of Directors. Nothing herein shall prohibit the Association from compensating a member of the Board of Directors, or any entity with which a member of the Board of Directors member is affiliated, for services or supplies furnished to the Association in a capacity other than as a member of the Board of Directors pursuant to a contract or agreement with the Association,

provided that the interest of such member of the Board of Directors was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board of Directors, excluding the interested member of the Board of Directors.

ARTICLE 3 - OWNERS

Section 3.1 Meetings of the Owners. The following types of "meetings" (as that term is used in the CRNCA) shall be or may be held, as provided below.

(a) **Annual Meetings.** Annual meeting of Owners shall be held at least once a year at such date and place set forth in the notice. At these meetings, the Board of Directors shall be elected by ballot of the Owners, in accordance with the provisions of Section 2.1 of these Bylaws. The Owners may transact other business as may properly come before them at these meetings.

(b) **Special Meetings.** Request that a special meeting of the Association be called may be made by the president, by a majority of the members of the Board of Directors or by a written instrument signed by Owners comprising twenty percent (20%) of the votes in the Association.

Section 3.2 Place of Meetings. Meetings of the Owners shall be held within the State of Colorado and may be adjourned to a suitable place convenient to the Owners, as may be designated by the Board of Directors or the president.

Section 3.3 Notice of Meetings. The secretary shall cause notice of all meetings of the Owners set forth in Section (c) to be hand-delivered, sent via a nationally recognized overnight or express delivery service, or sent prepaid by United States mail, directed to the mailing address of each Unit or to the mailing address designated in writing by the Owner, or sent by telefax transmittal to the fax number designated in writing by the Owner with a written confirmation of receipt, or sent via "e-mail" to such address designated by the Owner with a written confirmation of receipt so that the Owner receives the notice not less than ten (10) nor more than fifty (50) days in advance of a meeting. The date notice is sent shall be the date received by the recipient or three days after placing the notice in the United States mail. No action shall be taken at a special meeting except as stated in the notice.

Section 3.4 Adjournment of Meeting. At any meeting of Owners, a majority vote may adjourn the meeting to another time.

Section 3.5 Order of Business. The order of business at all meetings of the Owners shall be as set forth in the written meeting agenda available at the beginning of each meeting.

Section 3.6 Voting - Generally.

(a) Pursuant to the Declaration, each Unit may cast a vote on each matter to properly come before the Association. As used in these Bylaws and the Declaration, the term "vote" shall mean the act of casting the percentage interest allocated to the Unit (collectively, the "Voting Interest" allocated to that Unit) which shall be computed as follows: (i) as to general votes of the Owners, a Unit's Voting Interest shall be equal to that Unit's Percentage Interest in the Common Elements; (ii) as to matters to be voted upon by only the Residential Units, a Residential Unit's Voting Interest shall be equal to that Unit's Percentage Interest in the Residential Common Elements; and (iii) as to matters to be voted upon by only the Commercial Units, that Commercial Unit's Voting Interest shall be equal to that Unit's Percentage Interest in the Commercial Common Elements.

(b) If only one of several Owners of a Unit is present at a meeting of the Association, the Owner or Owners present is entitled to cast the vote on behalf of that Unit. If more than one of the Owners is present, the vote may be cast only in accordance with the agreement of a majority of the Owners of that Unit. Majority agreement exists if any one of the Owners casts the vote without protest being made promptly to the person presiding over the meeting by another Owner of the Unit. In the event the Owners fail to so agree, then they will be deemed to have abstained on the matter and the vote cast as an abstention.

(c) The vote of a corporation or limited liability company may be cast by an officer of that corporation or by the manager of the limited liability company in the absence of express notice of the designation of a specific person by such Owner's governing body, members, manager, operating agreement or bylaws. The vote of a limited liability partnership or a limited partnership may be cast by the general partner (or any general partner if there is more than one general partner in the absence of express notice of the designation of a specific general partnership by such Owner). The vote of a general partnership may be cast by any general partner of the owning partnership in the absence of prior express notice of the designation of a specific person by the owning partnership. The individual presiding at the meeting may require reasonable evidence that a person voting on behalf of an Owner who is a corporation, limited liability company, limited liability partnership, limited partnership, general partnership or any other type of entity recognized by Colorado law is qualified to vote.

(d) Votes may be cast by proxy in accordance with the Declaration and Section 3.7, below.

Section 3.7 Proxies.

(a) If a Unit is owned by more than one person, each Owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy.

(b) In order to effectuate the representation of the Time Share Owners in The Inn at SilverCreek Homeowners Association, each Time Share Owner, by accepting a deed to a Time Share Estate, has irrevocably appointed, for a ten (10) year period commencing on February 17, 1983, the board of directors of the Time Share Owners Association as his attorney-in-fact to represent such Time Share Owner at any and all regular and special meeting of the members of The Inn at SilverCreek Homeowners Association, and thereat to vote the interest of the Time Share Owners as members of The Inn at SilverCreek Homeowners Association, according to the votes assigned to all of the Time Share Units. Such appointment has and shall continue to be automatically renewed for successive ten (10) year periods until the Time Share Owners, at the annual meeting of the Time Share Owners Association or any special meeting called for such purpose, revoke the appointment and thereafter independently exercise their vote in the Association. The revocation of the appointment shall require the affirmative vote of at least seventy-five percent (75%) of the total Time Share Estates.

(c) In order to effectuate the representation of the Residential Units which are not Time Share Units, each Owner or Owners of such Unit shall be deemed to have given his, her or their proxy to the Association's Board of Directors. Said proxy shall be valid for three (3) years from the date these Bylaws are adopted and shall be automatically renewed for successive three (3) year periods. Any Owner may revoke this proxy only by either: (i) a written revocation appointing another Owner to act as such Owner's proxy and such other person then casting the vote at that meeting and subsequent meetings; or by (ii) appearing personally at any meeting of Owners (in which case, the proxy is revoked for that meeting, only). An Owner's revocation shall be null and void and of no effect if the person appointed by the Owner fails to act on behalf of the appointing Owner.

(d) The vote of an Owner of any Unit that is not a Time Share Unit may be cast under a proxy duly executed by an Owner.

(e) Except as otherwise provided in Section 3.7(b) above, an Owner may revoke a proxy given under this Section 3 only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy must be received by the Association Manager or an officer of the Board no later than 11:59 p.m. on the day before the meeting date. A proxy terminates eleven (11) months after its date, unless it specifies a shorter term. The Board may establish reasonable rules regarding the use and content of proxies.

Section 3.8 Quorum. Except as otherwise provided in these Bylaws, the Owners present in person or by proxy at any meeting of Owners, representing thirty percent (30%) of the votes in the Association, shall constitute a quorum at that meeting. For purposes of this Article 3, the term "present" shall include attendance in person, by proxy, via telephonic or other electronic means, via digital/electronic communication or, in the case of written ballots, by providing written response on or before the date responses are due as set forth in the written ballot of an Owner who is eligible to vote.

Section 3.9 Definitions Concerning Voting. The term "majority vote" shall mean a vote equal to more than half of the total Voting Interests held by the Owners present and shall be binding upon all Owners for all purposes except where a higher percentage vote is required in the Declaration, these Bylaws or the Act. Reference to a "majority of all Owners" in the Declaration, these Bylaws, or the Act shall mean a vote cast by Owners representing more than one-half of the Total Voting Interests allocated to all Units in the Community (including votes cast by written ballot pursuant to Section 3.9 below). The term "Total Voting Interests" shall be the aggregate of all votes allocated to Units when the Owners are present.

Section 3.10 Voting by Mail. The Board of Directors may decide that voting of the Owners on any matter required or permitted by the statutes of Colorado, the Declaration, the Amended and Restated Articles of Incorporation, or these Bylaws shall be by written ballot. Pursuant to the CRNCA, any action that may be taken at any meeting of Owners may be taken without a meeting if the secretary delivers a written ballot to every member entitled to vote on the matter. "Delivery" to the Owner of the ballot, and the Owner's return of the completed ballot shall be made by the same methods available for providing notice to a member set forth in Section 3.3 hereof.

(a) A written ballot shall: (i) set forth each proposed action; and (ii) provide an opportunity to vote for or against each proposed action.

(b) Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

(c) All solicitations for votes by written ballot shall: (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of approvals necessary to approve each matter other than the election of member of the Board of Directors; (iii) specify the time by which a ballot must be received by the Association in order to be counted; and (iv) be accompanied by written information sufficient to permit each person casting such ballot to reach an informed decision on the matter.

(d) A written ballot, once received by the Association, may not be revoked, unless the Owner casting the written ballot appears at a meeting convened to consider any one or more of the matters on the ballot.

ARTICLE 4 - OFFICERS

Section 4.1 Designation. The principal officers of the Association shall be the president, the vice president, the secretary and the treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary and other

officers as it finds necessary. No two offices may be held by the same person except that the offices of Secretary and Treasurer may be held by the same person. The office of vice president may be vacant. All officers must be members of the Board of Directors.

Section 4.2 Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors.

Section 4.3 Resignation and Removal of Officers. Upon the affirmative vote of a majority of the Board of Directors, any officer may be removed, either with or without cause. A successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for that purpose. Any officer may resign at any time by giving written notice to the president or secretary.

Section 4.4 President. The president shall be the chief executive officer of the Association. If available, the president shall preside at all meetings of the Owners and of the Board of Directors, and may cast the vote allocated to the Unit owned by him or her in meetings of Owners and may cast the vote held as a member of the Board of Directors. The president shall have all of the general powers and duties which are incident to the office of president of a nonprofit corporation organized under the laws of the State of Colorado, including but not limited to the power to appoint committees from among the Owners from time to time as the Board of Directors may decide is appropriate to assist in the conduct of the affairs of the Association. The president may fulfill the role of treasurer in the absence of the treasurer. The president may cause to be prepared and may execute amendments, attested by the secretary, to the Declaration and these Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

Section 4.5 Vice President. The vice president shall take the place of the president and perform the president's duties whenever the president is absent or unable to act. If neither the president nor the vice president is able to act, the Board of Directors shall appoint another of its members to act in the place of the president on an interim basis. The vice president shall also perform other duties imposed by the Board of Directors or by the president.

Section 4.6 Secretary. The secretary shall keep the minutes of all meetings of the Owners and the Board of Directors. The secretary shall have charge of the Association's books and papers as the Board of Directors may direct and shall perform all the duties incident to the office of secretary of a nonprofit corporation organized under the laws of the State of Colorado. The secretary may cause to be prepared and may attest to execution by the president of amendments to the Declaration and these Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

Section 4.7 Treasurer. The treasurer shall be responsible for Association funds and securities, for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. This officer shall be responsible for the deposit of all monies and other valuable effects in depositories designated by the

Board of Directors and shall perform all the duties incident to the office of treasurer of a nonprofit corporation organized under the laws of the State of Colorado. The treasurer may endorse on behalf of the Association, for collection only, checks, notes and other obligations and shall deposit the same and all monies in the name of and to the credit of the Association in banks designated by the Board of Directors. The treasurer may have custody of and shall have the power to endorse for transfer, on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association or as fiduciary for others.

Section 4.8 Execution of Instruments. Except as provided in Sections 4.4, 4.6, 4.7 and 4.9 of these Bylaws, all agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any officer of the Association or by any other person or persons designated by the Board of Directors.

Section 4.9 Statements of Unpaid Assessments. The treasurer, assistant treasurer, Association Manager employed by the Association or, in their absence, any officer having access to the books and records of the Association may prepare, certify, and execute statements of unpaid assessments, in accordance with Section 316 of the Act.

The amount of the fee for preparing statements of unpaid Assessments and the time of payment shall be established by resolution of the Board of Directors. Any unpaid fees may be assessed as a Common Expense Assessment against the Unit for which the certificate or statement is furnished.

Section 4.10 Association's Fees. The Association shall levy the following fees to compensate the Association for expenses incurred as a result of late payments, sale of units, and short and long-term lodging move-in and move-out, which shall be collectible as Assessments. The amount of such fees may be changed at any time, and from time to time by majority vote of the Board, set forth in a written resolution and delivered to all Owners.

(a) **Late Fees.** Any payment due to the Association shall be assessed late fees in such amounts as may be set by the Board of Directors from time to time.

(b) **Transfer Fees.** Upon the sale of any Unit, the seller and buyer shall be jointly and severally liable for payment of a transfer fee in such amounts as may be set by the Board of Directors from time to time.

(c) **Rental Services Fees.** Rental Services Fees shall be levied to defray, in whole or in part, costs of repair, replacement and improvement of the Common Elements or of the Residential Common Elements. Owners shall be liable for payment of such fees in such amounts and under such circumstances as the Board of Directors may determine from time to time.

ARTICLE 5 - ENFORCEMENT

Section 5.1 Abatement and Enforcement of Violations by Owners. The violation of any provision of the Governing Documents shall give the Board of Directors the right, in addition to any other rights set forth in the Governing Documents, after notice and an opportunity to be heard (except in case of an emergency as perceived by the authorizing officer or agent no notice or hearing required):

(a) To enter the Unit or Limited Common Element in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition (except for additions or alterations of a permanent nature that may exist in that Unit) that is existing and creating a danger to the Common Elements or is contrary to the intent and meaning of the provisions of the Governing Documents. The Board of Directors shall not be deemed liable for any manner of trespass or damage by this action; or

(b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

Section 5.2 Fines for Violation. The Board of Directors may adopt resolutions providing for fines or other monetary penalties for the infraction of its Rules or of the Declaration. Fines will be levied after notice thereof and an opportunity to be heard. The Board of Directors may levy fines in amounts that it, in its sole discretion, shall determine to be reasonable for each such violation, including those violations which persist after notice and an opportunity for a hearing is given.

ARTICLE 6 - INDEMNIFICATION

Section 6.1 Actions Other Than by or in the Right of the Association. The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a member of the Board of Directors or officer of the Association, who is or was serving at the request of the Association in such capacity, for expenses (including expert witness fees, attorneys' fees and costs), judgments, fines, amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner which such individual reasonably believed to be in the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Determination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner he or she reasonably believed to be in the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe his or her conduct was unlawful. Such liability shall be satisfied within thirty (30) days after request therefor if there exists adequate operating funds

but, if not, the funds shall be raised by a special assessment of the Owners as quickly as possible, without the need of Owners' approval.

Section 6.2 Actions by or in the Right of the Association. The Association shall indemnify any person who was or is a party or who is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure judgment in its favor by reason of the fact that such person is or was a member of the Board of Directors or officer of the Association or is or was serving at the request of the Association in such capacity, against expenses (including expert witness fees, attorneys' fees and costs) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner which he or she reasonably believed to be in the best interests of the Association; but no indemnification shall be made in respect of any claim, issue or matter as to which such person has been adjudged to be liable for negligence, recklessness, or willful misconduct in the performance of his or her duty in the Association unless, and to the extent that the court in which such action or suit was brought determines upon application that, despite the adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses if such court deems proper. Such liability shall be satisfied within thirty (30) days after request therefor if there exists adequate operating funds but, if not, the funds shall be raised by a special assessment of the Owners as quickly as practical, without the need of Owners' pre-approval.

Section 6.3 Successful on the Merits. Although the indemnification in Sections 6.1 and 6.2 do not require a final determination of non-culpability, to the extent that a member of the Board of Directors, Association Manager, officer, project manager, committee member, employee, fiduciary or agent of the Association (collectively or singularly as context requires, "appropriate person") has been wholly successful on the merits in defense of any action, suit or proceeding referred to in Sections 6.1 or 6.2 of this Article 6, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including expert witness fees, attorneys' fees and costs) actually and reasonably incurred by him or her in connection therewith.

Section 6.4 Determination Required. Any indemnification under Sections 6.1 or 6.2 of this Article 6 (unless ordered by a court) and as distinguished from Sections 6.3 of this Article 6, shall be made by the Association only as authorized by the specific case upon a determination that indemnification of the member of the Board of Directors, officer, or other appropriate person of the Association is proper in the circumstances because such individual has met the applicable standard of conduct set forth in Sections 6.1 or 6.2 above. Such determination shall be made by the Board of Directors by majority vote of a quorum consisting of those members of the Board who were not parties to such action, suit or proceeding or, if a majority of disinterested members of the Board of Directors so directs, by independent legal counsel or by members entitled to vote thereon. Such determination shall be reasonable, based on substantial evidence of record, and supported by a written opinion. The Board of Directors shall provide, upon request, a copy of its written opinion to the officer or member of the Board of Directors member or other appropriate person seeking indemnification.

Section 7.2 Examination. All records maintained by the Association or the Manager shall be available for examination and copying by any Owner or by any of their duly authorized representative, at the expense of the person examining the records, during normal business hours and after reasonable notice in accordance with the CRNCA and the Act.

Section 7.3 Records. The Association shall keep the following records:

- (a) Financial records sufficiently detailed to enable the association to comply with Section 316 (8) of the Act concerning statements of unpaid assessments and financial statements prepared for or by the Association during the preceding three (3) years;
- (b) The current operating budget;
- (c) A record of insurance coverage provided for the benefit of Owners and the Association;
- (d) Tax returns for state and federal income taxation;
- (e) Minutes of proceedings of Owners (including actions taken without a meeting) and minutes of proceedings of the Board of Directors and its committees, and waivers of notice;
- (f) A copy of the most current versions of the Articles of Incorporation, Declaration, these Bylaws, Rules, and resolutions of the Board of Directors, along with their exhibits and schedules;
- (g) All written communications to Owners;
- (h) A list of the names and business or home addresses of the current members of the Board of Directors and officers;
- (i) A copy of the Association's most recent corporate report filed with the secretary of state in accordance with the CRNCA; and
- (j) Such other records as the Board of Directors shall determine from time to time are necessary or desirable.

ARTICLE 8 - MISCELLANEOUS

Section 8.1 Notices. All notices to the Association or the Board of Directors shall be delivered to the office of the Manager, or, if there is no Manager, to the office of the Association, or to such other address as the Board of Directors may designate by written notice to all Owners. Except as otherwise provided, all notices to any Owner shall be sent to the Owner's address(es) as it/they

Section 6.5 Payment in Advance of Final Disposition. The Association shall pay for or reimburse the reasonable expenses incurred by a former or current member of the Board of Directors, officer or other appropriate person who is a party to a claim or proceeding in advance of final disposition if: (i) the appropriate person furnishes to the Association a written affirmation of such person's good faith belief that he or she has met the standard of conduct described in Sections 6.1 or 6.2 of this Article 6; (ii) such appropriate person furnishes to the Association a written agreement, executed personally or on the Board of Directors member's or officer's behalf to repay the advance if it is ultimately determined that the Board of Directors member or officer did not meet the standard of conduct; and (iii) a determination is made that the facts then known to those who otherwise would make the determination would not preclude indemnification under this Article. The agreement required in this Section 6.5 shall be an unlimited general obligation of the appropriate person of the Association and shall be in form, substance and security (if required by the Board) and upon such conditions (e.g. adequate financial ability to repay) as the Board deems appropriate. Such advances shall bear interest at the periodic prime rate, as published in the Wall Street Journal, plus ten (10) points. If the appropriate person is ultimately determined to be culpable and/or not entitled to indemnification and advances, in such case, all costs of the Association Board members, Association Manager, officer, project manager, committee member, employee, fiduciary or agent shall be the cost of the particular appropriate person, plus interest as aforesaid.

Section 6.6 No Limitation of Rights. The indemnification provided by this Article 6 shall not be deemed exclusive of nor a limitation upon any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of the members or disinterested members of the Board of Directors, or otherwise, nor by any rights which are granted pursuant to the Act and the CRNCA. Upon a vote of the Board of Directors, the Association may also indemnify a member appointed by the Board of Directors to serve on a committee (when such committee member is not also a member of the Board of Directors) upon such terms and conditions as the Board of Directors shall deem just and reasonable.

Section 6.7 Directors and Officers Insurance. The Association shall purchase and maintain insurance on behalf of any person who is or was a member of the Board of Directors or an officer of the Association against any liability asserted against him or her and incurred by such individual in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify such individual against such liability under provisions of this Article 6.

ARTICLE 7 - RECORDS

Section 7.1 Records and Audits. The Association shall maintain financial records. The cost of any audit or review shall be a Common Expense unless otherwise provided in the Declaration. The Association shall obtain an annual audit or review, completed by a certified public accountant utilizing generally accepted accounting practices.

appears in the records of the Association. All notices shall be deemed to have been given when deposited into the United States mail, first class postage prepaid, except notices of changes of address, which shall be deemed to have been given when received as evidenced by return receipt, attempt delivery receipt executed by the delivery party, or confirming return fax.

Section 8.2 Fiscal Year. The current fiscal year of the Association ends December 31. The fiscal year may be changed by a vote of the Board of Directors.

Section 8.3 Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of or any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 8.4 Office. The principal office of the Association shall be at the office of the Association Manager or at such other place as the Board of Directors may from time to time designate.

Section 8.5 Reserves. As a part of the adoption of the regular budget, the Board of Directors shall include an amount which, in its reasonable business judgment, will establish and maintain an adequate reserve fund for the expansion, modification or replacement or capital components of the Common Elements based upon the age, remaining life and the quantity and replacement cost thereof.

Section 8.6 Audio and Video Recording Prohibited. Records of all meetings shall be solely by minutes duly approved by the Owners or the Board, as the case may be. Accordingly, both audio and video recording of meetings is prohibited.

Section 8.7 Parliamentary Authority. The rules contained in the current edition of *Robert's Rules of Order, Newly Revised*, shall govern the proceedings of all Board and Owner meetings, except as otherwise specified in these Bylaws.

Section 8.8 Conflict of Documents. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; in the case of any conflict between the Articles of Incorporation and the Declaration, the Declaration shall control.

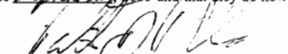
ARTICLE 9 - AMENDMENT TO BYLAWS

Section 9.1 Vote. These Bylaws may be amended by a vote of at least 6 of the 9 members of the Board of Directors; provided, however, in no event may these Bylaws be amended in such a manner as to discriminate against the Residential Unit Owners, the Whole Owners or the Time Share Owners without the unanimous approval of the Directors who are also Whole Owners or the Directors who are also Time Share Owners, as the case may be.

Section 9.2 **Rights of Mortgagees.** No amendment of these Bylaws of the Association shall be adopted which would affect or impair the validity or priority of any mortgage or deed of trust encumbering any Unit or which would change the provisions of these Bylaws with respect to institutional mortgagees of record.

IN WITNESS WHEREOF, the foregoing Amended and Restated Bylaws were adopted by The Inn at Silvercreek Homeowners Association this ____ day of _____, 2005.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned secretary of The Inn at Silvercreek Homeowners Association does hereby certify that the above and foregoing Amended and Restated Bylaws were duly adopted by the members of the Board of Directors of said Association as the Bylaws of said Association on the 28 day of September, 2005 and that they do now constitute the Bylaws of said Association.


Secretary

AMENDED AND RESTATED DECLARATION

FOR THE INN AT SILVERCREEK

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AMENDED AND RESTATED DECLARATION
FOR
THE INN AT SILVERCREEK

THIS AMENDED AND RESTATED DECLARATION is dated _____
2005 and shall be effective the date this instrument is recorded.

RECITALS

- A. This Common Interest Community was originally established pursuant to that certain Condominium Declaration for The Inn at Silvercreek, recorded on May 25, 1982 in Book 311 at Page 106 in the office of the Clerk and Recorder for the County of Grand, State of Colorado. This document was amended as follows: (i) by that certain Amendment to Declaration for The Inn at Silvercreek recorded on February 17, 1983 in Book 323 at Page 810 ("First Amendment"); and (ii) by that certain Second Amendment to the Condominium Declaration for The Inn at Silvercreek Condominiums recorded on *[copy illegible - will insert]* in Book ___ at Page ___ ("Second Amendment"). As so amended, these instruments are collectively referred to as the, "Original Declaration."
- B. The Original Declaration imposed upon the real property described in the Original Declaration, certain terms, provisions, covenants, conditions, restrictions, easements, reservations, uses, limitations and obligations, which run with and are binding upon said real property. Said property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Real Estate").
- C. Formed in 1983, the common interest community created by the Original Declaration is a "pre-existing community" as that term is defined by the Colorado Common Interest Ownership Act, C.R.S. 38-33.3-101 *et seq.* (the "Act"), and as such, is subject to certain provisions of the Act.
- D. The Owners and the Association desire to amend and restate all provisions of the Original Declaration by virtue of this Amended and Restated Condominium Declaration, and intend upon the recording of this Declaration, that the Original Declaration shall be superceded by this Declaration.
- E. The Association has obtained approval of this Amended and Restated Declaration from the requisite percentage of Owners and holders of first mortgages.

NOW THEREFORE, the Original Declaration is amended and restated as follows:

ARTICLE I
DEFINED TERMS

1.1 **Allocated Interests.** The Common Expense Liability, Percentage Interest in the Common Elements and Voting Interest allocated to each Unit as shown on Exhibit B, Exhibit C, and Exhibit D and as described in Section 2.6 below.

1.2 **Articles.** The Amended and Restated Articles of Incorporation for The Inn at Silvercreek Homeowners Association, as the same may be further amended from time to time.

1.3 **Assessment; Common Expense Assessment.** In addition to the definition included in the Act, these terms shall include the following levied against a particular Owner and a Unit: (i) all Community Common Expenses and all Residential Common Expenses or Commercial Common Expenses levied against such Unit; (ii) late charges, attorneys' fees, fines, and interest charged by the Association at the rate as determined by the Board of Directors; (iii) Default Assessments levied pursuant to Section 8.7 below; (iv) Special Unit Assessments levied pursuant to Section 8.6 below; (v) Special Assessments levied pursuant to Section 8.5 below; and (vi) Rental Services Fees and Transfer Fees levied in accordance with Section 8.4 below.

1.4 **Association.** THE INN AT SILVERCREEK HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation, an Association of unit owners as defined by the Act, and its successors and assigns.

1.5 **Association Documents.** Collective reference to those documents which govern the operation of the Association and the Community, including: (i) its Articles of Incorporation; (ii) its Amended and Restated Bylaws; (iii) its Rules; (iv) the Map; and (v) this Declaration, as one or more of the same may be amended from time to time. Each and every provision of the Association Documents shall be given the force and effect as if set forth in this Declaration.

1.6 **Association Manager.** The person or entity engaged by the Association to perform certain duties, powers, or functions of the Association, as the Board of Directors may authorize from time to time.

1.7 **Board of Directors; Board.** Referred to in the Act as the "Executive Board," this term refers to the governing body of the Association.

1.8 **Building.** The structure within which Units and Common Elements are located as depicted upon the Map.

1.9 **Bylaws.** The Amended and Restated Bylaws adopted by the Association, as the same may be further amended from time to time.

1.10 **Commercial Common Elements.** Those Common Elements specifically identified on the Map as such by legend, symbol or words, and which are allocated to the Commercial Units.

Elements also includes all Residential Common Elements and Commercial Common Elements.

1.14 **Community Common Expenses.** All expenditures made or liabilities incurred by the Association on its behalf and on behalf of the entire Common Interest Community, including but not limited to: (i) all expenses expressly declared to be Common Expenses by this Declaration or any other provision of one or more Association Documents; (ii) all other expenses of administering, servicing, conserving, managing, maintaining, improving and operating, repairing, or replacing the Common Interest Community in general and the Common Elements in particular, including allocations to reserves, or in enforcing the Association Documents; (iii) all costs for insurance premiums and deductibles; and (iv) all expenses incurred on behalf of the Association or the Owners and determined by the Board of Directors to be Common Expenses. The term, "Community Common Expenses," specifically excludes both Commercial Common Expenses and Residential Common Expenses.

1.15 **Covenants.** All promises, restrictions, reservations, conditions, terms, easements, and rights-of-way specifically set forth in this Declaration or in any of the Association Documents as the same may be adopted or amended from time to time.

1.16 **Declaration.** This Amended and Restated Declaration, as it may be amended from time to time.

1.17 **Eligible Mortgagee.** A First Mortgagee (as hereinafter defined) who: (i) is also a bank, commercial lender, insurance company, real estate mortgage investment trust pension fund, mortgage banker, an agency of the United States government, or the Federal National Mortgage Association ("FNMA" or "Fannie Mae") the Federal Home Loan Mortgage Corporation ("FHLMC"), or any other lender generally recognized as an institutional lender or any insurer or governmental guarantor including the Federal Housing Administration ("FHA") and the Department of Veterans Affairs ("VA"); and (ii) has notified the Association, in writing, of its name and address, and that it holds a First Mortgage on one or more Residential Units. The notice must include the legal description and unit number of the Unit on which it has such security interest and a request to be given the information and afforded the rights described in Article 12 hereof.

1.18 **First Mortgage.** Any unpaid and outstanding mortgage, deed of trust or other security Recorded instrument, having priority of record over all other recorded liens except those governmental liens and Common Expense Assessment liens made superior by statute. A holder of a First Mortgage is referred to as a "First Mortgagee."

1.19 **Limited Common Elements.** That portion of the Common Elements allocated for the exclusive use of one Unit. References herein to Common Elements shall also include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.

1.11 **Commercial Common Expenses.** Expenses of maintenance, repair, improvement, replacement, operation, management and administration of the Commercial Common Elements. Commercial Common Expenses are allocated to Commercial Units as shown on Exhibit D.

1.12 **Commercial Unit.** A Unit designated by the letter prefix "C" followed by the Unit number as shown on the Map. A Commercial Unit may also be referred to as a "Commercial Condominium Unit."

1.13 **Common Elements.** All portions of the Real Estate, other than the Units (sometimes referred to as "General Common Elements"), specifically including:

1.13.1 The real property described on Exhibit A, together with all easements and appurtenances thereto.

1.13.2 The foundations columns, girders, beams, supports, floors, perimeter and supporting walls, drywall, roof, stairways of the Building, porches, patios, sidewalks and decks.

1.13.3 The yards, gardens, driveways, water and sewer service lines, and parking areas.

1.13.4 All fireplaces and fireplace flues and equipment.

1.13.5 The installations consisting of the equipment and materials used in the central services such as power, light, gas, hot and cold water, in the Building or within the Real Estate.

1.13.6 The tanks, pumps, motors, fans, compressors, ducts, elevators and in general all apparatus existing for common use in the Community.

1.13.7 All doors, windows and skylights.

1.13.8 Easements through Unit boundary walls, ceilings and floors, for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements.

1.13.9 An easement of support in every portion of a Unit which contributes to the structural support of the Building.

1.13.10 All Commercial Units which are owned by the Association (provided, however, that Residential Units owned by the Association as a result of foreclosure of the Association's lien shall, under no circumstances, be considered Common Elements).

1.13.11 Any other parts of the Real Estate designated as Common Elements in this Declaration or the Map. Unless the context otherwise requires, or the Declaration otherwise provides, the term "Common Elements" includes Limited Common Elements and reference to Common

1.20 **Managing Agent.** The person, firm or corporation designated by the Board to handle short-term and long-term rentals and front-desk operation within the Community.

1.21 **Map.** Collective reference to all Recorded condominium maps or condominium plats depicting or describing Unit boundaries and Common Elements for the Community, as the same may be amended or supplemented from time to time.

1.22 **Owner.** Any record owner, whether one or more persons or entities, of a fee simple title interest to any Unit, including a Time Share Owner; but excluding, however, any such record owner having such an interest merely as security for the performance of an obligation (unless such person has acquired fee simple title interest therein pursuant to foreclosure or any proceedings in lieu thereof).

1.23 **Record; Recorded.** Filed in the real property records in the Office of the Grand County Clerk and Recorder, State of Colorado.

1.24 **Related User.** As to Residential Units, any person who: (i) resides with an Owner within the Community; or (ii) occupies a Unit when occupancy is pursuant to an agreement by which the occupant gives consideration in any form to the Owner for such occupancy; or (iii) is a family member of the foregoing persons; or (iv) is a guest or invitee of the foregoing persons. As to Commercial Units: any occupant, lessee, customer, invitee or guest of the Owner, or of any lessee or occupant of the Unit.

1.25 **Residential Common Expenses.** Expenses of maintenance, repair, improvement, replacement, operation, management and administration of the Residential Common Elements. Residential Common Expenses are allocated to Residential Units as shown in Exhibit C.

1.26 **Residential Unit.** A Unit designated by the letter prefix "R" followed by the Unit number as shown on the Map. A Residential Unit may also be referred to as a "Residential Condominium Unit."

1.27 **Rules.** The guidelines, rules, regulations or policies for the use of Units and Common Elements and for the conduct of persons within the Common Interest Community, adopted by the Board of Directors pursuant to the Association Documents and the Act.

1.28 **Time Share Owners Association.** The Inn at Silvercreek Interval Owners Association, a Colorado nonprofit corporation, organized and acting pursuant to its Articles of Incorporation and Bylaws.

1.29 **Time Share Estate.** A time-span estate consisting of an undivided interest as tenant-in-common in the Unit together with an exclusive right to possession and occupancy of the Unit during an annually recurring period of time (i.e., during a Time Share Week).

1.30 **Time Share Owner.** Any record owner, whether one or more persons or entities, vested with legal title to one or more Time Share Estates.

1.31 Time Share Unit. A Unit which is divided into Time Share Estates pursuant to Article III of this Declaration, and which is delineated on Exhibit C by a "T".

1.32 Time Share Week. That period of exclusive possession and occupancy of a Time Share Unit. Time Share Weeks shall be computed as provided in Article 3 below.

1.33 Unit. A physical portion of the Common Interest Community designated for separate ownership as shown on the Map, together with its Allocated Interests as set forth on Exhibit B, Exhibit C, and Exhibit D. Except where specifically excluded, or the context otherwise requires, "Unit" shall be deemed to include the Time Share Units, Residential Units and the Commercial Units.

ARTICLE 2 DESCRIPTION OF THE CONDOMINIUM

2.1 Units. The Real Estate has been divided into two hundred sixty-six Units (266) as follows:

2.1.1 Two Hundred Fifty-two (252) Residential Units (Residential units which are Time Share Units are more particularly described in ARTICLE 3 below) and

2.1.2 Fourteen (14) Commercial Units (Commercial Units which are owned by the Association are Common Elements pursuant to Subsection 1.13.10, above).

2.2 Description of Units.

2.2.1 General. Each Unit is identified by a separate numerical or alpha-numerical designation, on the Map. The Map consists of a graphic description of the Real Estate including, but not limited to, the Building. The Map, together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions. There shall pass with each Unit and its Allocated Interests appurtenant to that Unit and any other appurtenances as may be provided in this Declaration or the Act. The number of each Unit and its Allocated Interests are shown on Exhibit B. Title to Units may be held in any form of ownership recognized in Colorado. In case of any concurrent, joint, or fractional ownership, each co-owner shall be jointly and severally liable for performance and observance of all the duties and responsibilities of a Owner with respect to the Unit in which he or she owns an interest. For all purposes herein, there shall be deemed to be only one Owner for each Unit. The parties, if more than one, having the ownership of a Unit shall agree among themselves how to share the rights and obligations of such ownership, but all such parties shall be jointly and severally liable for performance and observance of all of the duties and obligations of an Owner hereunder with respect to the Unit in which they own an interest.

2.2.2 Title to Units/Identification. When this Declaration is Recorded, every contract for sale, deed, lease, security interest, will, or other legal instrument shall legally describe a Unit in the following manner:

[We will insert all recording information.]

Condominium Unit _____, THE INN AT SILVERCREEK, according to the Condominium Map recorded on _____ in Book _____ on Page _____ and the Amended and Restated Declaration recorded on _____ at Reception No. _____.

2.3 Allocated Interests. Each Unit's Allocated Interests are computed as follows:

2.3.1 The Percentage Interest in the Common Elements and the Community Common Expense Liability appurtenant to each Unit is shown on Exhibit B, the Percentage Interest in the Residential Common Elements and the Residential Common Expense Liability appurtenant to each Residential Unit is shown on Exhibit C, and the Percentage Interest in the Commercial Common Elements and the Commercial Common Expense Liability appurtenant to each Commercial Unit is shown on Exhibit C.

2.3.2 Each Unit is allocated a vote to be cast in accordance with the Bylaws and this Declaration, which shall be computed as follows: (i) as to general votes of the Owners, a Unit's Voting Interest shall be equal to that Unit's Percentage Interest in the Common Elements; (ii) as to matters to be voted upon by only the Residential Units, a Residential Unit's Voting Interest shall be equal to that Unit's Percentage Interest in the Residential Common Elements; and (iii) as to matters to be voted upon by only the Commercial Units, that Commercial Unit's Voting Interest shall be equal to that Unit's Percentage Interest in the Commercial Common Elements.

2.4 Unit Boundaries. Each Unit includes that part of the Building containing the Unit that lies within the boundaries of the Unit, which boundaries are shown on the Map and are as follows:

2.4.1 Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:

(i) Upper Boundaries. The plane of the unfinished ceiling of the Unit, whether horizontal or vaulted, regardless of whether or not same is above a drop ceiling or similar installation. In the case of a multi-story Unit, the upper boundaries shall be the ceiling of the highest floor thereof. Space above ceilings, to which access is needed for repair and maintenance of the Unit and Common Elements above the Unit are Limited Common Elements to the Unit.

(ii) Lower Boundaries. The horizontal plane of the unfinished lower surface of the floor of the Unit.

2.4.2 Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be, as applicable; (i) the vertical planes formed by the interior undecorated unfinished surfaces of all walls bounding the Unit (excluding divider walls that divide one Unit from another); and (ii) the vertical plane formed by the centerline of the divider wall and where there is no such divider wall and the Unit consists in whole or in part of unenclosed space, the vertical plane lying on the survey line defining the Unit perpendicular to the upper and lower boundaries as shown on the Map, as amended or supplemented, extended to their planar intersections with each other and with the upper and lower boundaries.

2.4.3 Apertures and Miscellaneous. All wires, conduits, ducts, vents, concrete joists and other such facilities serving more than one Unit located within any walls, including divider walls, or above the nonstructural acoustical ceiling lying below the upper boundary of the Unit, shall be Common Elements.

2.4.4 Discrepancies. In cases where there is a discrepancy between the location of Unit boundaries as shown on the Map and those of a Unit as constructed of up to ten (10) feet shall be considered insubstantial, shall have no adverse effect on the title of such Unit, and no amendment of the Map shall be required.

2.4.5 Exceptions. In cases not specifically covered above and/or in any case of conflict or ambiguity, the survey of the Units set forth on the Map shall control in determining the boundaries of a Unit.

2.4.6 Other Property Included Within a Unit. The following shall constitute and be part of a Unit:

(i) all lath, furring, wallboard plasterboard, plaster, paneling, tiles, wallpaper, paint, and finished flooring and any other materials constituting any part of the finished surfaces of the walls floors or ceilings; and

(ii) special portions or pieces of equipment, such as utility meters, meter boxes, utility connection structures, air or gas pump and storage facilities and storage portions, which are situated outside the Unit (notwithstanding their non-contiguity with the principal portions).

2.5 Property Excluded from Units/Common Elements. A Unit shall not be deemed to include:

(i) those portions of the walls, floor and ceilings not described in Subsection 2.4.6 above;

(ii) foundations, columns, girders, beams, supports, exterior walls, interior load bearing walls, pillars, underlying floors, essential and permanent installations and equipment for power, lights, and exhaust fans, and all pipes, conduits, ducts, vents and other service and utility lines (including electric panels and utility boxes that serve more than one Unit, regardless of their location) which are utilized for, serve, or pass through more than one Unit or the Common Elements; and

(iii) all items set forth in Subsections 202(1)(b) and (d) of the Act.

2.6 Limited Common Elements. Limited Common Elements shall be allocated to Units as follows:

2.6.1 General.

(i) Any portion of a chute, flue, duct, wire, conduit, bearing wall, bearing column, or other fixture lying partially within and partially outside the designated boundaries of a Unit serving only that Unit is allocated solely to that Unit. (Any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements); and

(ii) any fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are allocated exclusively to that Unit; and any other portion of the

Common Elements which, by its nature, cannot serve all Units but serves one or more Units shall be deemed Limited Common Elements of the Units served.

2.6.2 Limited Common Elements Allocated to Commercial Units. Limited Common Elements allocated exclusively to the Commercial Units, i.e. Commercial Common Elements, are shown on the Map.

2.6.3 Limited Common Elements Allocated to Residential Units. Limited Common Elements allocated exclusively to the Residential Units, i.e. Residential Common Elements are shown on the Map.

2.7 Athletic Club. Commercial Unit No. C-18, contains an athletic facility ("Athletic Club"). The Athletic Club is a nonprofit corporation organizationally separate and distinct from the Association and from the Time Share Owners Association. All Owners of Residential Units (including Time Share Owners) shall have the right to be members of the Athletic Club, upon payment of the fees determined by the Athletic Club; however, no right of membership exists without payment to the Athletic Club of such membership fees. Further, these fees shall be included in the Assessment and the Association shall have the right to collect Athletic Club fees as provided in Subsection 8.2.6, below.

ARTICLE 3 INTERVAL ESTATES

3.1 Division of Residential Units. There currently exists 83 Time Share Units which are depicted by a "T" on Exhibit B and on Exhibit C. The number of Time Share Units may change from time to time (without requiring amendment of these Declarations) pursuant to activities authorized by Section 3.8 or Section 3.9. The Association shall keep or cause to be kept a current count and list of Time Share Units.

3.2 Legal Description of Time Share Estates. A deed, contract for sale, lease, mortgage, trust deed or other instrument relating to a Time Share Estate shall legally describe the Time Share Estate as follows:

Condominium Unit _____, Time Share Week _____, The Inn at SilverCreek, according to the maps thereof filed for record and according to the Amended and Restated Declaration for The Inn at SilverCreek, recorded on _____, 2005, at Reception No _____, County of Grand, State of Colorado.

Every legal description shall be good and sufficient for all purposes to sell, convey, transfer and encumber or otherwise effect a Time Share Estate and all Common Elements and easements appurtenant thereto. Such legal description shall also convey to the grantee named in the document an undivided interest in and to all carpeting, wall coverings, furniture, furnishings, fixtures, appliances, personal property and decor then located in the Time Share Unit or thereafter acquired and used for the operation thereof in the same ownership interest as the Time Share Owner's undivided interest as tenant-in-

1983 and has been and shall continue to be automatically renewed for successive ten (10) year periods until the Time Share Owners, at the annual meeting of the Time Share Owners Association or any special meeting called for such purpose, revoke the appointment and thereafter independently exercise their vote in the Association. The revocation of the appointment shall require the affirmative vote of at least seventy-five percent (75%) of the total Time Share Estates.

3.3 Time Share Unit Assessments. The Time Share Association shall levy assessments for its common expenses, pursuant to its separate and distinct budget, which shall cover the costs of operating the Time Share Unit including, but not limited to, the following:

3.3.1 the prorata share of the Assessments levied pursuant to this Declaration and defined in Section 1.3 above, which are attributable to each Time Share Estate;

3.3.2 repairs and reconstruction of the Unit which result in the "up-grading" of the Unit so that its overall condition is improved;

3.3.3 maintenance, regular cleaning and maid service, and upkeep of the Time Share Unit;

3.3.4 repair and replacement of the Furnishings (including "up-grading" of the Furnishings so as to improve the Furnishings);

3.3.5 insurance premiums for insurance required by Section 9.8 below;

3.3.6 any additional premiums for property or liability insurance occasioned by Time Share ownership;

3.3.7 real and personal property taxes levied against the Time Share Estates which are not separately assessed to the Time Share Owners;

3.3.8 management fees assessed by any managing agent to cover costs of operating a Time Share Unit (which are in addition to the management fee set by the Managing Agent for the Inn at SilverCreek Homeowners Association).

3.3.9 any other expenses incurred in the normal operation of the Time Share Owners Association attributable to the operation of the Unit as a Time Share Unit and not included within the definitions of "Community Common Expense," or "Residential Common Expenses" as provided in Sections 1.14 and 1.25, respectively, above.

3.3.10 such reasonable reserves as the Time Share Owners Association (acting through its Board members utilizing their fiduciary duties to the Time Share Owners Association) shall deem necessary and appropriate, for the benefit of all Time Share Units.

common in the Time Share Unit (collectively, the "Furnishings"). The transfer of an interest in a Time Share Estate shall transfer to the grantee ownership of all of the transferor's undivided interest in the Furnishings without further reference thereto.

3.3 Determination of Time Share Weeks. Time Share Weeks shall be determined as follows:

3.3.1 Time Share Week No. 1 is the seven (7) day period commencing at noon on the first Saturday in each year. Time Share Week No. 2 is the seven day period next succeeding Time Share Week No. 1. Additional Time Share Weeks, consecutively numbered, shall occupy each of the following successive seven (7) day periods up and including Week No. 51. Week No. 52 contains the seven (7) day period immediately following the end of Time Share Week No. 51 and any remaining days until the beginning of Time Share Week 1.

3.3.2 Time Share Weeks run from noon on the first Saturday of the Time Share Week to noon on the last day of the Time Share Week; provided, however, that all rights of possession or occupancy are subject to the Time Share Owners Association's cleaning of the Unit and, therefore, to the reasonable time for check in and check out as may be set by the Time Share Owners Association. Time Share Week 18 and Time Share Week 45 are dedicated to maintenance of the Time Share Unit ("Maintenance Weeks").

3.4 Time Share Owners Association. Despite its name, the Time Share Owners Association is an association of owners of time-share estates. The Time Share Owners Association exists to manage the Time Share Units and to further the interests of all Time Share Owners. The Time Share Owners Association has all the powers necessary or desirable to effectuate such purposes. Subject to the provisions of this Declaration, the administration and management of the Time Share Owners Association shall be governed by the Articles of Incorporation and By-laws thereof. Each Time Share Unit shall have the Allocated Interests as shown on Exhibit B. Each Time Share Owner, upon becoming the owner of the Time Share Estate, shall be a member of the Time Share Owners Association and shall remain a member for the period of his or her ownership. A Time Share Owner shall be entitled to a vote which vote shall be based upon each Time Share Owner's undivided interest as tenant-in-common in the Time Share Unit. The affairs of the Time Share Owners Association shall be managed by a Board of Directors. The Board of Directors for the Time Share Owners Association may delegate any of its duties, powers and functions to a person or firm which shall act as managing agent. Such managing agent may, but does not have to be, the same individual or entity as is retained as the Association Manager and the Managing Agent for the short-term rentals. In order to effectuate the representation of the Time Share Owners in The Inn at SilverCreek Homeowners Association, each Time Share Owner, by accepting a deed to a Time Share Estate, has, irrevocably appointed successive board of directors of the Time Share Owners Association as his or her attorney-in-fact to represent such Time Share Owner at any and all regular and special meetings of the members of The Inn at Silver Homeowners Association, and thereat to vote the interest of the Time Share Owners as members of The Inn at SilverCreek Homeowners Association, according to the votes assigned to all of the Time Share Units. Such appointment commenced February 17,

3.6 Time Share Owners' Covenants. Each Time Share Owner agrees as follows:

3.6.1 To pay his or her proportionate share in relation to the other Time Share Owners within the same Time Share Unit of the cost of maintenance and repair of all interior and exterior components of said Unit for which Unit Owners are responsible, the cost of maintenance, repair and replacement of all Furnishing within the Unit, and such other costs of repair, maintenance, upkeep and operation of the Unit as is necessary for the continued enjoyment of the Unit by all Time Share Owners and Related Users, including, but not limited to his or her proportionate share of the assessments levied by the Time Share Owners Association against the Time Share Unit, as more particularly described in Section 3.5 above.

3.6.2 Not to make, cause, or allow to be made, any repairs, modifications, alterations, or replacements to the interior partitions of the Time Share Unit or to the Furnishings without the prior written consent of the Time Share Owners Association. Expenses of repairs or replacements to the Unit or its Furnishings, occasioned by a specific use or abuse of any Time Share Owner or Related User, shall be borne in their entirety by said Time Share Owner.

3.6.3 That the Time Share Owners Association shall determine the interior color scheme, decor, and items of personal property of each such Time Share Unit, as well as the proper time for redecorating and replacement thereof.

3.6.4 In addition to the right of access the Association Manager, the Association's Board and all employees and Agents of the Association possess, to allow its managing agent, the Board of Directors of the Time Share Owners Association or the agents or employees of the Time Share Owners Association to enter into any Time Share Unit for the purpose of maintenance, inspection, repair or replacement of any portion of the Unit and Furnishings or the Limited or Common Elements located within the Time Share Unit. Entrance into any Unit shall be done, if possible, at a reasonable time and upon reasonable notice to the Time Share Owner whose usage will be interrupted for such maintenance, repair, inspection or replacement; provided, however, that in case of an emergency or other circumstances threatening the Time Share Unit or any other Units, the Limited or General Common Elements, such right of access granted to the Time Share Owners Association shall be immediate. The Time Share Owners Association shall have the right to inspect all Time Share Units to determine compliance with the provisions of the Association Documents and the Time Share Owner's Association by-laws, articles of incorporation and rules at any time and from time to time.

3.6.5 To pay the Time Share Owners proportionate share of all Assessments levied against the Time Share Unit. In addition to other remedies set forth herein, the right to use the Time Share Unit, Common Elements and the Athletic Club is forfeited if Assessments are not paid in full.

3.7 Use of Common Elements and Athletic Club. Except as otherwise provided in Subsection 3.6.5 above, during the Time Share Owners' Time Share week he or she shall be entitled to full use of the Common Elements, Residential Common Elements and Athletic Club.

3.8 Additional Rights of Time Share Owners. A Time Share Owner may acquire more than one Time Share Estate and thereafter separately convey or encumber each Time Share Estate so acquired. In no event, however, shall a Time Share Owner convey or encumber less than a Time Share Estate as defined herein, or attempt to subdivide a Time Share Estate into lesser interests. In the event all Time Share Estates in a Time Share Unit are acquired by one Owner, such Unit may, at such Owner's election by notice duly recorded, be withdrawn from the Plan of Time Share Ownership. In the event such election is made, the Time Share Owners Association shall reconvey the Maintenance Weeks associated with the Time Share Unit to the Owner making this election. Similarly, if ownership of a Time Share Unit is held equally by eight or fewer Owners (i.e., each Time Share Owner owns one or more eighths, one or more quarters, etc.) then those Owners may unanimously elect, by notice duly recorded, to withdraw such Unit from the Plan of Time Share Ownership. In such event, the Owners of that Unit, shall be co-owners, each owning an undivided percentage interest in and to the Unit equal to the number of Owners (i.e., one or more eighths, one or more quarters, etc.).

3.9 Supplemental Restrictions for Fractional Shares. Some Time Share Units have been subjected to further restrictions concerning the creation and operation of quarter fractional interests or other fractional interests (collectively, "Fractional Restrictions"). To the extent the Fractional Restrictions conflict with the terms and conditions of this Declaration or of any of the other Association Documents, the provisions of this Declaration or of the other Association Documents shall control. An owner may not convert to fractional ownership any unit without the approval of the Time Share Owners Association. The Time Share Owners Association shall not unreasonably withhold such approval provided the unit meets the current standards of maintenance and furnishings."

ARTICLE 4 RESTRICTIONS ON USE, OCCUPANCY ALIENATION AND ALTERATION OF UNITS

4.1 Use Restrictions. The following use restrictions apply to all Units and to the Common Elements:

4.1.1 The use of each Residential Unit is restricted to that of a dwelling and accessory uses including long-term, short-term and overnight rentals and hotel lodging.

4.1.2 The use of each Commercial Unit is restricted to general office, retail or commercial purposes.

4.1.3 No improper, offensive or unlawful use may be made of the Real Estate and Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Colorado and all ordinances, rules and regulations of Grand County, Colorado. The violating Owner shall hold the Association and other Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

4.1.4 Each Owner shall keep his or her Unit in a good state of preservation

4.3 Use Restrictions for Commercial Units. The following use restrictions shall apply to all Commercial Units:

4.3.1 All signs shall be approved by the Board of Directors

4.3.2 All Commercial Units shall be subject to further Use Restrictions adopted by the Board.

4.4 Restrictions on leasing or Overnight Occupancy of a Unit. Any Owner shall have the right to lease or allow occupancy of a Unit upon such terms and conditions as the Owner may deem advisable, subject to the following:

4.4.1 Short-term occupancies and rentals (of less than 30 days) of Units for residential purposes for resort lodging to overnight and short-term guests shall be subject to reasonable regulation of the Association. Specifically, the Association shall have the power and authority to require all short-term occupancies or rentals to be through such management company or companies as the Association may approve and designate, i.e., the Managing Agent.

4.4.2 Any long-term lease or rental agreement (of over 30 days) shall be in writing and shall provide that the lease or rental agreement is subject to the terms of the Association Documents.

4.4.3 All long-term occupancies, leases and rental agreements of Residential Units shall state that the failure of the tenant, or any Related User, to comply with the terms of the Association Documents shall constitute a default of the occupancy, lease or rental agreement and of this Declaration and such default shall be enforceable by either the Association or the Owner-Landlord, or by both of them.

4.4.4 All long-term and short-term occupancies of Residential Units shall be subject to the right of the Association to remove and/or evict the guest for failure to comply with the terms of the Association Documents.

4.4.5 All occupancies shall be subject to the Rules.

4.5 Additions, Alterations and Improvements by owners.

4.5.1 No Owner will make any structural addition, structural alteration, or structural improvement in or to his Unit or the Community without the prior written consent of the Board of Directors in accordance with the Association Documents.

4.5.2 Subject to Subsection 4.5.1, an Owner:

(i) May make any other improvements or alterations to the interior of his or her Unit that do not impair the structural integrity or in any manner interfere with the electrical or mechanical systems or lessen the support of any portion of the Community.

and cleanliness. No storage of trash will be permitted in or outside any Unit in such manner as to permit the spread of fire, odors, seepage, or encouragement of vermin.

4.1.5 All fixtures and equipment will be used for the purposes for which they were designed. There shall not be any floor load in excess of fifty pounds per square foot in a Residential Unit, unless special arrangements are made, and an engineering determination of floor load capacity in the area of heavy use is approved by the Association.

4.1.6 The phone system shall be installed and maintained by and at the direction of the Association and no Owner shall be permitted to install a separate phone system.

4.1.7 No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Related Users. No Owner or Related User shall make or permit any disturbing noises by himself or herself or a Related User, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Owners or Related Users.

4.1.8 All Owners and Related Users shall strictly comply with all Covenants.

4.2 Use Restrictions for Residential Units.

4.2.1 No animals of any kind may be raised, bred, kept or permitted within the Real Estate with the exception of such "pets" as are permitted by the Board as set forth in the Rules. Providing the Board permits "pets," it shall not have the authority to permit more than an aggregate of two dogs, cats or other usual and common household pets (but not pigs); and further provided, however, those pets which are permitted to roam free, or which in the sole discretion of the Board of Directors, endanger health, make objectionable noise or constitute a nuisance or inconvenience to the Owners may be removed from the Community by the Board of Directors. No pets shall be kept, bred or maintained for any commercial purpose. Pets shall be registered, licensed and inoculated as required by law. Pets outside of a Unit shall be on a leash and under the direct control of its owner, and no pet shall be allowed to defecate or urinate on any balcony or patio. All pet feces shall be removed from the Community, immediately, by the pet's owner and placed in the trash repository.

4.2.2 All dryers will have lint filters, which will remain installed and prevent lint from accumulating in the vent duct. All stove hoods will have grease screens, which will remain installed and prevent grease from accumulating in the vent duct. All such filters and screens will at all times be used and kept in clean, good order and repair by the Owner.

4.2.3 No signs, window displays or advertising visible from outside a Unit shall be maintained or permitted in any part of a Unit.

(ii) May not change the appearance of the Common Elements, or the exterior appearance of a Unit, or any other portion of the Community, without permission of the Association.

(iii) After acquiring an adjoining Unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a General Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community and upon approval of the Board of Directors and in accordance with Subsections 4.5.3, 4.5.4 and 4.5.5 below.

4.5.3 An Owner may submit a written request to the Board of Directors for approval to do anything that he or she is forbidden to do. The Board of Directors shall answer any written request for such approval, within sixty (60) days after the request therefore. Failure to do so within such time shall not constitute a consent by the Board of Directors to the proposed action. The Board of Directors shall review requests in accordance with the provisions of its Rules.

4.5.4 Any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit shall be executed on behalf of the Association only. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, subcontractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

4.5.5 All additions, alterations and improvements to the Units and Common Elements shall not, except pursuant to prior approval by the Board of Directors, cause any increase in the premiums of any insurance policies carried by the Association or by the owners of any Units other than those affected by such change.

4.6 Absolute Authority of the Board of Directors. The Board of Directors shall have the complete authority and control to issue and amend restrictions on use, occupancy and alienation of Residential Units, Commercial Units and all Common Elements in addition to those set forth in this Declaration.

4.7 Liability of Owners. Owners shall be responsible for the full and faithful performance of all Covenants, and shall be jointly and severally liable for Assessments or other charges or fines levied by the Association for the breach of a Covenant by the Owner or a Related User.

ARTICLE 5
MECHANIC'S LIENS

5.1 **No Liability.** If any Owner shall cause any material to be furnished to his Unit or any labor to be performed therein or thereon, no other Owner shall, under any circumstances, be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Owner causing it to be done, and such Owner shall be solely responsible to contractors, laborers, materialmen and other persons furnishing labor or materials to his Unit or any improvements thereon or therein. Nothing herein contained shall authorize any Owner or any person dealing through, with or under any Owner to charge the Common Elements or any Unit other than of such Owner with any mechanic's lien or other lien or encumbrance whatever. On the contrary (and notice is hereby given) the right and power to charge any lien or encumbrance of any kind against the Common Elements or against any Owner or any Owner's Unit for work done or materials furnished to any other Owner's Unit is hereby expressly denied.

5.2 **Indemnification.** If, because of any act or omission of any Owner, any mechanic's or other lien or order for the payment of money shall be filed against the Common Elements or against any other Unit (whether or not such lien or order is valid or enforceable as such), the Owner whose act or omission forms the basis for such lien or order shall at his own cost and expense cause the same to be cancelled and discharged of record or bonded by a surety company reasonably acceptable to the Association, or to such other Owner or Owners, within 30 days after the date of filing thereof, and further shall indemnify and save all the other Owners and the Association harmless from and against any and all costs, expenses, claims, losses or damages including, without limitation, reasonable attorney's fees resulting therefrom.

5.3 **Association Action.** Labor performed or materials furnished for the Common Elements, if duly authorized by the Association in accordance with the Association Documents, shall be deemed to be performed or furnished with the express consent of each Owner and shall be the basis for the filing of a lien pursuant to law against each of the Units. In the event the Association does not dispute the lien and in the event such lien is perfected against two or more Units, the Owners of the separate Units may remove their Units from the lien by payment of the fractional or proportional amount attributable to each of the Units affected. Individual payment shall be computed by reference to the Owner's Allocated Interest. Subsequent to payment, discharge or other satisfaction, the Unit shall be released from the lien paid, satisfied or discharged. Partial payment, satisfaction or discharge shall not prevent the lienor from proceeding to enforce his rights against any Unit not so released or discharged.

ARTICLE 6 EASEMENTS

6.1 **Owner's Easement of Enjoyment.** Every Owner has a right and easement of enjoyment in and to the Common Elements, subject to all provisions in the Association's Documents and subject to the following provisions.

6.2 **Emergency Access Easement.** A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons to enter upon the Real Estate in the proper performance of their duties.

6.3 **Delegation of Use.** Any Owner may delegate his right of enjoyment to the Common Elements to the members of his family, his guests, licensees, customers, clients, agents and Related Users, but only in accordance with and subject to the limitations of the Association Documents.

ARTICLE 7

RESPONSIBILITY FOR MAINTENANCE, REPAIR AND REPLACEMENT

7.1 **Common Elements.** The Association shall be responsible for maintenance, painting, repair, replacement and improvement of the Common Elements, including utility services and lines to the Units, landscaping, lawns, trees, shrubs, drainage, all walls, gates, sidewalks, roadways, driveways, parking areas, specifically including but not limited to snow removal services, and the cost of said repair and maintenance of the Common Elements shall be a Common Expense of the Association. The Board of Directors shall have the sole discretion to determine the time and manner in which such maintenance shall be performed as well as the color or type of materials used to maintain the Common Elements.

7.2 **Limited Common Elements.** Except as specifically provided in Section 7.3 below, the Association shall be responsible for maintenance, including painting, repair and replacement, of the Limited Common Elements. The Association shall have the sole discretion to determine the time and manner in which such maintenance shall be performed as well as the color or type of materials used to maintain the Limited Common Elements. If the Board so determines any expense associated with the maintenance, repair or replacement of any Limited Common Element may be assessed against the Units to which that Limited Common Element is assigned, equally, provided further that any expense or portion thereof benefiting fewer than all of the Units shall be assessed exclusively against the Unit or Units benefited.

7.3 **Owner's Responsibility.** Each Owner shall be responsible for and pay the costs of maintaining all portions of his Unit as provided by the Association Documents; provided, however, the Owner shall also be responsible for maintaining in a clean and orderly condition, including snow removal from any balcony, patio, walkway, stairway or deck area appurtenant to his Unit. Each Owner shall also insure all personal property, betterments, furniture and fixtures in accordance with Section 9.7. An Owner shall do no act or any work that will impair the structural soundness or integrity of the Building.

7.4 **Additions, Alterations and Improvements by Board of Directors.** The Board of Directors may make any additions, repairs, maintenance, alterations or improvements to the Common Elements or to the Units which, in its judgment, it deems necessary. In the event the Board does work within a Unit pursuant to this Section 7.4, it shall have the right to charge the Owner for such work as a Special Unit Assessment.

6.2 **Recorded Easements.** The Real Estate shall be subject to all Recorded easements.

6.3 **Other Easements.**

6.3.1 Each Unit shall be subject to an easement for encroachments created by construction, settling and overhang, previously existing or as designed and constructed or as a result of any addition or improvement pursuant to this Declaration. A valid easement for such encroachments and for the maintenance of same, so long as they exist, shall and does exist. In the event any improvement is partially or totally destroyed, and then rebuilt, the Owners agree that minor encroachments of parts of the adjacent Unit due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist so long as the improvements shall stand.

6.3.2 Each Unit is subject to a blanket easement for support and a blanket easement for the maintenance of the structures or improvements presently situated, or to be built in the future within the Common Interest Community.

6.3.3 There is hereby granted a blanket easement upon, across, over, in and under the Real Estate for the benefit of the Units and the structures and improvements situated thereon, for ingress and egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, telephone, cable television and electricity. Said blanket easement includes future utility services not presently available to the Units which may reasonably be required in the future. By virtue of this easement, it shall be expressly permissible for the companies providing utilities to erect and maintain the necessary equipment on any of the Units and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of the improvements, all in a manner customary for such companies in the area surrounding the Real Estate.

6.3.4 There is hereby granted a non-exclusive easement for ingress, egress and business purposes over and across the Common Elements for Related Users, invitees, agents and suppliers of the Commercial Units.

6.3.5 No Owner shall hinder nor permit his or its Related User to hinder reasonable access by any other Owner and his or its Related User to the Units and Common Elements.

6.4 **Reservation of Easements, Exceptions, and Exclusions.** The Association shall have the right to establish from time to time, by declaration or otherwise, utility and other easements, permits, or licenses over the Common Elements, for purposes including, but not limited to, paths, walkways, drainage, recreation areas, parking areas, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions, and exclusions for the best interest of Owners, Related Users and the Association.

6.5 **Association's Access to the Units.** The Association shall have the right to access each Unit from time to time and, accordingly, the exterior door to each Unit (excluding any patio or balcony doors) shall be master-keyed with the master key to all Units in the Association Manager's possession.

ARTICLE 8
COVENANT FOR COMMON EXPENSE ASSESSMENTS

8.1 **Creation of Association Lien and Personal Obligation to Pay Common Expense Assessments.** Each Owner, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay Common Expense Assessments to the Association pursuant to the Association Documents. Subject to the provisions of Article 3 above, such Assessments shall be the joint and several personal obligation of all Owners of such Unit at the time when the Assessments or other charges became due and shall be a charge on each Unit and shall be a continuing lien upon the Unit against which each such Assessment is made. If any Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted for any reason including, without limitation, any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration.

8.2 **Purpose of Assessments.** In addition to such other purposes as set forth in the Act, Assessments shall be used for the purposes of promoting the health, safety, and welfare of Owners and Related Users, and in particular:

8.2.1 To enforce all provisions of the Association Documents;

8.2.2 To exercise all rights and powers and to discharge all duties and obligations of the Association pursuant to the Act and the Association Documents;

8.2.3 To discharge all expenses incurred by the Association in the alteration, enhancement, construction, reconstruction, repair, maintenance or replacement of the Common Elements and portions of the Community the Association is required to maintain and all improvements located thereon, including fixtures and personal property related thereto;

8.2.4 To discharge all expenses incurred by the Association in the alteration, maintenance, repair and replacement of any property the Association may elect to so alter, maintain, repair or replace pursuant to the Association Documents;

8.2.5 To pay all premiums for insurance policies obtained and kept in full force and effect by the Association, pursuant to Article 9.

8.2.6 To pay Athletic Club fees;

8.2.7 To pay the costs of providing utilities to and within the Real Estate, including any utilities the Association provides to each Unit; and

8.2.8 To fund any operating deficit or the reserves so as to enable the Association to discharge its rights and duties pursuant to the Association Documents and to meet its financial obligations.

8.3 Apportionment of Common Expenses. The Board shall determine the type of Common Expense involved in creating its annual budget (i.e., whether it is a Community Common Expense, a Residential Common Expense or a Commercial Common Expense. Community Common Expense shall be assessed against all Units in accordance with the percentages shown on Exhibit B; Residential Common Expenses shall be assessed against the Residential Units in accordance with the percentages shown on Exhibit C; and Commercial Common Expenses shall be assessed against all Units in accordance with the percentages shown on Exhibit D; except as provided elsewhere in this Declaration, and, in the Board's sole discretion:

8.3.1 Any Common Expense for services provided by the Association to an individual Unit pursuant to the Governing Documents or at the request of the Owner may be assessed against that Unit.

8.3.2 Any Common Expense for repair, replacement, or installation of a Limited Common Element appurtenant to a Unit or appurtenant to more than one Unit but less than all may be assessed against the benefited Units (pro rata or such other manner the Board deems reasonable).

8.3.3 Any Common Expense for insurance may be assessed in proportion to risk.

8.3.4 Any Common Expense for utility services may be assessed in proportion to usage.

8.3.5 If a Common Expense is caused by the actions or failure to act by an Owner or Related User, the Association may assess that expense exclusively against that Owner and that Unit, in addition to sums charged to the Owner pursuant to Section 8.6 hereof.

8.3.6 Fees, charges, taxes, impositions, late charges, fines, attorneys' fees, collection costs and interest charged against an Owner and all other items described in Section 1.3 above, are enforceable as Common Expense Assessments attributable to that Unit.

8.4 Rental Services Fees and Transfer Fees.

8.4.1 In addition to the Assessments for Community Common Expenses, Residential Common Expenses and Commercial Common Expenses, the Association shall have the right to levy Rental Service Fees and Transfer Fees. Rental Service Fees shall be levied to defray, in whole or in part, costs of repair, replacement and improvement of the Common Elements and the Residential Common Elements and shall, therefore, be levied against either all Units or only the Residential Units, as the case may be.

8.4.2 Additionally, upon the sale or other transfer of any Unit, the seller and buyer shall be jointly and severally liable for payment of a transfer fee in such amounts as may be set by the Board of Directors from time to time.

8.10 Application of Payments. Any payments received by the Association from an Owner shall be applied first to any interest accrued on any delinquent installment(s) then to any costs and reasonable attorney's fees incurred in collection, then to any late charges or fines, and then to the delinquent or any accelerated installment of Assessments. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

8.11 Effect of Nonpayment of Assessments. Any Assessment provided for in this Declaration, or any installment thereof, which is not fully paid within ten (10) days after the due date thereof, shall bear interest at the rate of twenty-one percent (21%) per annum or at such lesser rate as may be set by the Board of Directors from time to time from the due date, and the Association may assess a monthly late charge thereon. At the option of the Board, failure to make payment within the sixty (60) days of the due date thereof shall cause the total amount of such Assessment for the remainder of that fiscal year to become immediately due and payable. Further, the Association may bring an action at law or in equity, or both, against any Owner personally obligated to pay such overdue Assessments, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Owner's Unit. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid Assessments, or any monthly or other installment thereof, may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien therefore. The Association's costs of suit, expenses and reasonable attorneys' fees incurred simply by virtue of the failure of the Owner to timely pay Assessments when due, including attorney's fees and costs for preparing and recording any lien notice, and the Association's costs of suit, expenses and reasonable attorneys' fees incurred for any such action and/or foreclosure proceedings, shall be taxed by the court as a part of the costs of any such action or foreclosure proceeding and shall be recoverable by the Association from any Owner personally obligated to pay the same and from the proceeds of the foreclosure sale of such Owner's Unit. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent Assessments, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Unit at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, and cast the vote appurtenant to such Unit, and to convey or otherwise deal with the same. The grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the Unit which accrued prior to the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. Whether or not the Association forecloses its lien, it may apply for and be entitled to, the *ex parte* appointment of a receiver for a Unit and the Owner of such Unit shall be liable for all costs and expenses in securing and maintaining this appointment, including receiver's fees, attorney's fees and costs. Recording of the Original Declaration constituted record notice and perfection of the lien. Further recording of a claim of lien for Assessment under this Section 8.4 is not required.

8.12 Statement of Unpaid Assessments. The Association shall provide statements of unpaid assessments as provided by the Act.

8.5 Special Assessments. In addition to the Assessments for Community Common Expenses, Residential Common Expenses and Commercial Common Expenses authorized by this Article, the Association may levy one or more 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, unexpected or expected repair or replacement of improvements to the Common Elements or for any other expense incurred or to be incurred as provided in this Declaration. Any amounts assessed pursuant to this Section 8.5 shall be assessed against Units and Owners in accordance with the provisions of Subsection 8.3.1 above. Notice in writing of the amount of such Special Assessments and the time for payment of the Special Assessments shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice shall have been given.

8.6 Special Unit Assessment. The Association may also levy a Special Unit Assessment including fines, against any Owner and such Owner's Unit to reimburse the Association for costs incurred in bringing an Owner and his or her Unit into compliance with the provisions of the Governing Documents; provided, however, fines may only be levied by a vote of the Board after notice to the Owner and an opportunity to be heard. All Special Unit Assessments shall be collectible as a Common Expense Assessment.

8.7 Default Assessments. In the event that the need for maintenance, repair, or replacement of any portion of the Community is caused by or in any way results from the negligent or willful act or failure to act, or the misconduct of an Owner or an Owner's Related User, then the expenses, costs, and fees incurred by the Association for such maintenance, repair, or replacement shall be a personal obligation of such Owner, and such obligation shall be considered a Default Assessment, collectible as a Common Expense Assessment.

8.8 Reserve Fund. The Association shall maintain an adequate reserve fund for the maintenance and repair of the Common Elements, which shall be funded from Common Expense Assessments.

8.9 Lien Priority. The lien of the Association under this Article 8 is prior to all other liens and encumbrances against a Unit except: (i) liens for real estate taxes and other governmental assessments or charges; (ii) liens and encumbrances recorded before the recording of the Original Declaration; and (iii) a First Mortgage on the Unit recorded prior to July 1, 1992. The lien of the Association under this Article 8 is prior to First Mortgages recorded on or after July 1, 1992 but only to the extent provided in the Act. This Section does not affect the priority of mechanic's or materialman's liens to the extent such lien is recorded in accordance with Article 5 hereof. Sale or transfer of any Unit shall not affect the lien for said Assessments except that the sale or transfer of any Unit pursuant to foreclosure of any First Mortgage Interest or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of Assessment as provided by applicable law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, cancellation or forfeiture shall relieve any Owner from continuing liability for any Assessment charges thereafter becoming due nor from the lien thereof.

8.13 Failure to Fix Assessment. The omission or failure to establish any Assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification, or release of the Owners from their obligations to pay the same.

8.14 No Waiver or Abandonment. No Owner may be exempt from liability for payment of the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit against which the Assessments are made.

8.15 Encumbrancer's Rights. Any encumbrancer holding a lien on a Unit may pay, but shall not be required to pay, any unpaid Assessments payable with respect to such Unit, and upon such payment the encumbrancer shall have a lien on such Unit for the amounts paid of the same rank as the encumbrancer's lien.

8.16 Homestead Exemption. Each Owner hereby agrees that the Association's lien on a Unit for Assessments as hereinbefore described is not subject to the provisions of any federal or state homestead exemptions. Each Owner hereby agrees that the acceptance of a deed or other instrument of conveyance for any Unit within the Community shall signify such grantee's waiver of all homestead exemptions.

ARTICLE 9 INSURANCE

9.1 Insurance on Common Elements. The Association shall maintain the following types of insurance, to the extent that such insurance is reasonably available, considering the availability, cost and risk coverage provided by such insurance, and the cost of said coverage shall be paid by the Association as a Community Common Expense.

9.1.1 A policy of property insurance covering all insurable improvements located within the Community (except for land and such other matters normally excluded from coverage) in an amount not less than necessary to comply with any co-insurance percentage stipulated in the insurance policy. Further, said policy shall contain a "Replacement Cost Endorsement" providing that any claim will be settled on a full replacement cost basis without deduction for depreciation, and include an "Inflation Guard Endorsement" and an "Agreed Amount Endorsement." The Association may also purchase a "Demolition Endorsement," an "Increased Cost of Construction Endorsement," a "Contingent Liability from Operation of Building Laws Endorsement," a "Vacancy Permit Endorsement" or the equivalent, and/or coverage on personal property owned by the Association including fixtures and building service equipment, furnishings and supplies. Such insurance shall afford protection against at least the following: (i) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement; and (ii) such other risks as shall customarily be covered with respect to Communities similar in construction, location and use including all perils normally covered by the standard "all risk" endorsement, where such is available.

9.1.2 A comprehensive policy of public liability insurance covering the Community, insuring the Association in an amount not less than \$1,000,000.00 covering bodily injury, including death to persons, personal injury and property damage liability arising out of a single occurrence. Such coverage shall include, without limitation, legal

liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Community, legal liability arising out of lawsuits related to employment contracts of the Association, and protection against liability for non-owned and hired automobiles; such coverage may also include, if applicable, comprehensive automobile liability insurance, garage keeper's liability, liability for property of others, host liquor liability, water damage liability, contractual liability, workmen's compensation insurance for employees of the Association, and such other risks as shall customarily be required by private institutional mortgage investors with respect to condominium Communities similar in construction, location and use.

9.1.3 A policy providing adequate fidelity coverage or fidelity bonds to protect against dishonest acts on the part of officers, directors, trustees and employees of the Association and all others who handle or are responsible for handling funds of the Association. Such fidelity coverage or bonds shall meet the following requirements: (i) all such fidelity coverage or bonds shall name the Association as an obligee; and (ii) such fidelity coverage or bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. In the event the Association has delegated some or all of its responsibility for the handling of funds to a managing agent, the Association may require the managing agent to purchase at its own expense, a policy of fidelity insurance or bonds which fully complies with the provisions of this Subsection 9.1.3.

9.2 **General Provisions of Insurance Policies.** All policies of insurance carried by the Association shall be carried in blanket policy form naming the Association as insured, or its designee as trustee and attorney-in-fact for all Owners, and each Owner shall be an insured person under such policies with respect to liability arising out of any Owner's membership in the Association. The policy or policies shall contain a standard non-contributory First Mortgagee's clause in favor of each First Mortgagee and a provision that it cannot be cancelled or materially altered by either the insured or the insurance company until thirty (30) days' prior written notice thereof is given to the insured and each First Mortgagee, insurer or guarantor of a First Mortgagee on a Unit. The Association shall furnish a certified copy of duplicate original of such policy or renewal thereof, with proof of premium payment and a certificate identifying the interest of the Owner in question, to any party in interest, including First Mortgagees upon request. Any such Owner's policy shall also contain waivers of subrogation. All policies shall contain waivers of any defense based on invalidity arising from any acts or neglect of an Owner where such Owner is not under the control of the Association.

9.3 **Deductibles.** Any loss falling within the deductible portion of such policy shall be borne by the person or entity who is responsible for the repair and maintenance of the property which is damaged or destroyed. The Association shall have the right to establish nondiscriminatory adjustment policies and procedures and, after notice and hearing, the Association may determine that a loss, either in the form of a deductible to be paid by the Association or an uninsured loss, resulted from the act or negligence of an Owner or such Owner's Related User. Upon said determination by the Association, any such loss or portion thereof may be assessed to the Owner in question and the Association may collect the amount from said Owner in the same manner as any Assessment.

determining the amount of insurance required pursuant to the provisions of this Article. The Association and its manager shall obtain policies of fidelity insurance in amounts and under the circumstances established by the Board.

9.9 **Benefit of Mortgagees.** Certain provisions in this Article 9 are for the benefit of and may be enforced by First Mortgagees of Units.

ARTICLE 10 MEMBERSHIP AND VOTING RIGHTS

10.1 **The Association.** Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

10.2 **Membership.** Members shall be all of the Owners of Units. When more than one person holds an interest in any Unit, all such persons shall be Members.

10.3 **Voting.** Each Unit is allocated one vote, which shall be exercised by one person or alternative persons appointed by proxy in accordance with the Bylaws. As more particularly set forth in the Bylaws, in order to effectuate the representation of the Residential Units which are not Time Share Units, each Owner or Owners of such Unit shall be deemed to have given his, her or their proxy to the Association's Board of Directors.

10.4 **Compliance with Association Documents.** All rights of each Owner as a member of the Association are expressly subject to the Covenants.

10.5 **Implied Rights and Obligations.** Every Member acknowledges that the Association may exercise any right or privilege expressly granted to the Association in the Association Documents, and every other right or privilege reasonably implied from the existence of any right or privilege given to the Association under the Association Documents or reasonably necessary to effect any such right or privilege. The Association shall perform all of the duties and obligations expressly imposed upon it by the Association Documents, and every other duty or obligation implied by the express provisions of the Association Documents or necessary to reasonably satisfy any such duty or obligation.

ARTICLE 11 OPERATION OF THE COMMON INTEREST COMMUNITY BY THE ASSOCIATION

11.1 **Authority.**

11.1.1 **General.** The business affairs of the Common Interest Community shall be managed by the Association acting in all instances by its Board of Directors unless otherwise provided by the Act or this Declaration. The Association shall be the entity responsible for the operation of the Common Interest Community. The Association shall be governed by its Bylaws and its policies and procedures, as the same may be amended from time to time.

9.4 **Insurance Proceeds.** Any loss covered by the property insurance policy described in Section 8.1 must be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose by the Association, or otherwise to the Association, and not to any holder of a security interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Owners and Mortgagees as their interests may appear. Subject to the provisions of this Declaration, the proceeds must be disbursed first for the repair or restoration of the damaged property, and the Association, Owners and Mortgagees are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored or the regime created by this Declaration is terminated.

9.5 **Association Insurance as Primary Coverage.** If at the time of any loss under any policy which is in the name of the Association there is other insurance in the name of any Owner and such Owner's policy covers the same property or loss, or any portion thereof, such Association policy shall be primary insurance not contributing with any of such other insurance. An Owner shall be liable to the Association for the amount of any diminution of insurance proceeds to the Association as a result of policies of insurance of an Owner, and the Association may collect the amount from said Owner in the same manner as any Common Expense Assessment. Any such Owner's policy shall also contain waivers of subrogation.

9.6 **Acceptable Insurance Companies.** Any hazard insurance policy purchased by the Association must be written by a hazard insurance carrier which has a current rating by Best's Insurance Reports of B/VI or better, or a financial rating of Class V provided it has a general policy holder's rating of at least A, and is authorized by law to do business in the State of Colorado. The Association shall not obtain any policy where (a) under the terms of the insurance company's charter, bylaws, or policy, contributions or assessments may be made against the mortgagor or mortgagee's designee, or (b) under the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's Board of Directors, policy holders or members, or (c) the policy includes any limiting clauses (other than insurance conditions) which could prevent mortgagees or any Owner from collecting insurance proceeds.

9.7 **Insurance to be Maintained by Owners.** Owners shall obtain an insurance policy providing for insurance coverage on all furniture, furnishings, fixtures, betterments, equipment, and all other items of personal property belonging to an Owner, and public liability coverage within each Unit, at their sole cost and expense. The Association, its Board of Directors and/or the managing agent of the Association shall have no responsibility therefore.

9.8 **Annual Review of Insurance Policies.** All insurance policies carried by the Association shall be reviewed at least annually by the Board of Directors of the Association to ascertain that the coverage provided by such policies adequately covers those risks insured by the Association. Prior to obtaining any policy of fire insurance or renewal thereof, the Board of Directors or the managing agent of the Association may obtain a written appraisal from a duly qualified real estate or insurance appraiser, or other person knowledgeable as to replacement costs, which appraiser shall reasonably estimate the full replacement value of the improvements to the insured for the purpose of

11.1.2 Association as Attorney-in-Fact for Owners. The Association is hereby irrevocably appointed attorney-in-fact for the Owners and each of them, to manage, control and deal with the interest of each Owner in the Common Elements so as to permit the Association to fulfill all of its duties and obligations hereunder and to exercise all of its rights in the Association Document to deal with the Common Interest Community upon its destruction or obsolescence as hereinafter provided, and to grant utility easements through any portion of the Common Elements. The Association is hereby granted all of the powers necessary to govern, manage, maintain, rebuild, administer and regulate the Common Interest Community and to perform all of the duties assigned to it pursuant to this Declaration and pursuant to the Act.

11.2 **Powers; Duties.** The Association shall have the following specific powers and duties:

11.2.1 The Association shall have all of the powers, authority and duties permitted pursuant to the Act.

11.2.2 The Association shall have all of the powers, authority and duties necessary and proper to manage the business affairs of the Community.

11.2.3 The Association shall have all of the powers, authority and duties necessary and proper to own, operate, manage, lease, encumber, maintain, repair, reconstruct, replace, improve, inspect, and otherwise deal with the Common Elements.

11.2.4 The Association shall have the irrevocable right to have access to each Unit from time to time during reasonable hours to the extent deemed necessary for pest control purposes and for the maintenance, repair or replacement of any Common Elements or any portion of a Unit, if any to be maintained by the Association, or at any time and by force, if necessary, to prevent damage to any real or personal property within the Common Interest Community.

11.2.5 The Association may undertake any activity, function or service for the benefit of, or to further the interests of the Owners. Such activities, functions or services may include the provision of security services, garbage and trash collection services and janitorial services. The Association may also arrange with third parties to furnish lighting, heating, utilities and other common services to Owners.

11.2.6 The Association shall obtain an annual audit or review, completed by a certified public accountant utilizing generally accepted accounting practices.

11.2.7 The Association shall have the absolute right to engage an Association Manager and Managing Agent.

11.2.8 The Association may assign its future income, including its rights to receive Assessments.

11.2.9 The Association shall adopt and publish Rules and establish penalties, including, without limitation, the imposition of fines, for the infraction of such Rules.

11.2.10 The Association shall have the right to suspend the voting rights of any Owner who has failed to pay Assessments or who, after notice and an opportunity to be heard, found to have breached one or more Covenants.

11.3 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Real Estate, the Association shall not be liable to Owners for injury or damage (other than for the cost of maintenance and repair to Common Elements), caused by any latent condition of the Real Estate. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations, improvements or other activities done by or on behalf of any Owner(s) regardless of whether or not same shall have been approved by the Association.

ARTICLE 12 RIGHTS OF ELIGIBLE MORTGAGEES

12.1 Eligible Mortgagee's Consent. Neither the Association nor any Owner shall do any of the following, unless at least sixty-seven (67%) percent of the Eligible Mortgagees (based upon one vote for each First Mortgage) have given their prior written approval:

12.1.1 seek, by act or omission, to abandon the Community or to terminate the Map or this Declaration, or change, waive or abandon any scheme or regulation or enforcement thereof, pertaining to the architectural design or the exterior appearance or maintenance of Units or the Common Elements;

12.1.2 terminate the legal status of the Community after substantial destruction or condemnation of the same occurs;

12.1.3 change the formula for Allocated Interests for Units for the purposes of levying Assessments or allocating distributions of hazard insurance proceeds or condemnation awards or for determining the pro-rata share of the Common Elements appurtenant to each Unit;

12.1.4 apply hazard insurance proceeds for losses to any portion of the Community for other than the repair, replacement or reconstruction of the Community, except as may be provided by the Act upon substantial loss to the Units or Common Elements;

12.1.5 fail to maintain fire and extended coverage insurance on the Community and all Common Elements on a current replacement cost basis in an amount less than one hundred percent (100%) of the insurable value, based on current replacement cost.

12.3.8 expansion or contraction of the Community or the addition, annexation or withdrawal of property to or from the Community in accordance with this Declaration;

12.3.9 redefinition of boundaries of any Unit (provided, however, only the approval of the Eligible Mortgagee whose First Mortgage encumbers such affected Unit shall be required);

12.3.10 a decision by the Association to establish self-management when professional management had been required previously by the Governing Documents or by an Eligible Mortgagee;

12.3.11 restoration or repair of the Community (after a hazard damage or partial condemnation) in the manner other than that specified in the Governing Documents.

12.3.12 convertibility of Units into Common Elements or of Common Elements into Units;

12.3.13 leasing of Units;

12.3.14 imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his or her Unit;

12.3.15 any provision which are for the express benefit of Eligible Mortgagee.

12.4 Failure of Eligible Mortgagee to Respond Deemed Approval. An Eligible Mortgagee who receives a written request to approve additions or amendments who does not deliver or mail to the requesting party a negative response within thirty (30) days of the date received shall be deemed to have approved such request.

12.5 Additional Rights of Eligible Mortgagees. In addition to all other rights herein set forth, Eligible Mortgagees shall have the right, upon written request to the Association, and upon payment of a reasonable fee as may be allowed by the Eligible Mortgagees, to:

12.5.1 Examine the Association's books;

12.5.2 Receive notice of Association meetings and attend such meetings;

12.5.3 Receive a copy of the Association's financial statement for the immediately preceding fiscal year;

12.5.4 Receive notice of an alleged default by any Residential Unit Owner, for whom such Mortgagee holds a mortgage, which is not cured within thirty (30) days of notice of default to such Owner;

12.6 Amendment of this Article 12. The provisions of this Article 12 are for the

12.2 Notice to Eligible Mortgagees. Any Eligible Mortgagee will be entitled to timely written notice of:

12.2.1 any condemnation loss or any casualty loss which affects a material portion of the Community or any Unit subject to a First Mortgage held, insured or guaranteed by such Eligible Mortgagee;

12.2.2 any delinquency in the payment of Assessments owed by an Owner of a Unit subject to a First Mortgage held, insured or guaranteed by such Eligible Mortgagee or Guarantor, which remains uncured for a period of sixty (60) days;

12.2.3 examine the books and records of the Association during normal business hours, receive a copy of financial statements of the Association (including the annual audited financial statement), receive written notice of all meetings of the Board of Directors or Owners of the Association and designate a representative to attend any such meetings;

12.2.4 any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; or

12.2.5 any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as required in this Declaration.

12.3 Additional Requirements for Amendments.

12.3.1 No amendment material to an Eligible Mortgagee may be made to this Declaration without the prior written consent of at least fifty-one percent (51%) of the Eligible Mortgagees (based upon one vote for each Eligible Mortgagee) and approval of sixty-seven percent (67%) of the Voting Interests within the Community. An addition or amendment to the Declaration shall not be considered material if it is for the purpose of correcting technical errors, typographical errors or for clarification only. For these purposes, any amendments to provisions of this Declaration governing any of the following subjects, shall be deemed "material":

12.3.2 voting;

12.3.3 Assessments, liens for Assessment or subordination of such liens;

12.3.4 reserves for maintenance, repair and replacement for the Common Elements, including Limited Common Elements;

12.3.5 casualty insurance, liability insurance or fidelity bonds;

12.3.6 reallocation of interests in Limited Common Elements or rights to use of the Common Elements;

12.3.7 responsibility for maintenance and repair of the several portions of the Community;

benefit of Eligible Mortgages. To the extent that underwriting requirements of Eligible Mortgages change, the Board may amend this Article 12 to comply with such requirements, including deleting such provision.

ARTICLE 13 AMENDMENT AND TERMINATION

13.1 Technical, Clerical, Typographical or Clarification Amendment. If the Board of Directors shall determine that any amendments to this Declaration or to the Map shall be necessary in order to make non-material changes, such as for the correction of a technical, clerical or typographical error or clarification of a statement, then, subject to the following sentence of this Section, the Board shall have the right and power to make and execute any such amendments without obtaining the approval of any Owners.

13.2 Necessary to Exercise Authority of Association Documents. The Board of Directors shall have the authority to execute amendments to this Declaration or to the Map which are reasonably necessary in order to perform duties authorized by this Declaration.

13.3 Attorney-in-Fact. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Board of Directors to make or consent to an amendment under Section 13.1 and 13.2 on behalf of each Owner and holder of a Mortgage. Each deed, Mortgage, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Board of Directors to make, execute and record an amendment under Sections 13.1 and 13.2 above.

13.4 Amendment of Declaration by Owners. Except as otherwise provided in this Declaration, and subject to provisions elsewhere contained in this Declaration requiring the consent of others, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be changed or repealed, and any such provision added to this Declaration at any time and from time to time upon approval of the Board and at least fifty-one percent (51%) of the votes in the Association or such lesser percentage as is permitted by the Act.

13.5 Recording of Amendments. To be effective, all amendments to or termination of this Declaration must be Recorded and must contain evidence of approval thereof. One method of satisfying the requirements of this Section 13.5 is the recording of a certificate of the Secretary of the Association, certifying that Owners representing the requisite percentage of the Units have given their written consent to the amendment. The Secretary must further certify that originals of such written consent by Owners along with the recorded amendment are in the corporate records of the Association and available for inspection. No action to challenge the validity of an amendment adopted by the Association pursuant to this Section may be brought more than one (1) year after the amendment is recorded.

13.6 **Termination.** The Common Interest Community may be terminated upon a vote of the Owners representing 90% of the Allocated Interests in voting as shown on Exhibit B, Eligible Mortgagee approval pursuant to Subsection 12.1 above, and in accordance with Section 38-33.3-218 of the Act.

**ARTICLE 14
MISCELLANEOUS PROVISIONS**

14.1 **Variance.** The Board of Directors or its designee may grant variances or adjustments from any conditions and restrictions imposed by this Declaration or the Rules, if it determines, in its sole discretion that such variance is reasonable and necessary in order to overcome practical difficulties and prevent unnecessary hardships arising by reason of the application of such restrictions and covenants. Such variances or adjustments shall be granted only in the case the granting thereof shall not be materially detrimental or injurious to other Owners, other Units or any Common Element, shall not militate against the general intent and purpose of this Declaration or the Rules. Granting a variance in a particular situation does not require the granting of another variance in the same or similar circumstance.

14.2 **Enforcement.** In the event a Owner or Related User fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Association Documents or any other agreement, document or instrument affecting the Real Estate or administered by the Association in the manner required, or any provision in the Act or any local, state or federal law, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines, to sue in a court of law for damages and to charge the Owner and the Unit for the sums necessary to do whatever work is required to put the Owner or Unit in compliance and to collect such charges by any lawful means. Further, should the Association engage an attorney to seek enforcement as provided by this Section, it shall be entitled to recover from such Owner against whom enforcement is sought, as a Common Expense Assessment, all collection costs and reasonable attorney fees and costs incurred as a result of such Owner's failure to comply, without the necessity of commencing a legal proceeding. In any legal proceeding seeking such enforcement, for each claim, including but not limited to counterclaims, cross-claims, and third-party claims, the court shall award to the party prevailing on such claim the prevailing party's reasonable collection costs and attorney fees and costs incurred in asserting or defending the claim. Failure by the Association, or any Owner to enforce any covenant, condition, restriction or reservation contained in this Declaration shall not be deemed a waiver of the right to do so thereafter. In such action the court shall award reasonable attorney's fees and costs to the prevailing party.

14.3 **Condemnation.** If all or any part of the Common Interest Community shall be taken by condemnation or under threat thereof, the applicable provisions of the Act (CRS 38-33.3-107) shall apply, and no distribution shall be in violation of any Mortgage.

14.4 **Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate their purposes. This Declaration shall be construed and governed under the laws of the State of Colorado. This Declaration shall be considered to supplement the applicable provisions of the Act, which provisions are incorporated herein by reference as

though restated in this Declaration.

14.5 **Construction.** Each of the provisions of this Declaration shall be deemed independent and severable. If any provision of this Declaration or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Declaration which can be given effect without the invalid provisions or applications.

14.6 **Singular Includes the Plural.** Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular; and words of one gender may be construed as denoting such other gender as is appropriate.

14.7 **Captions.** All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any paragraph, section or article hereof.

14.8 **Conflicts Between Documents.** The Association Documents are intended to comply with applicable provisions of the Act. In case of conflict between the Association Documents and the provisions of the Act, the provisions of the Act shall control. In case of conflict between this Declaration and the Articles of Incorporation and the Bylaws of the Association, this Declaration shall control.

14.9 **Captions.** He captions contained in this Declaration are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of or intent of the provision of this Declaration.

14.10 **Notices to Owners and Association.** Each Owner shall register such Owner's mailing address with the Association, and except for monthly statements, notices of Association meetings, other routine notices and notices which may be sent in another manner in accordance with the provisions of the Bylaws, all notices or demands intended to be served upon an Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. If an Owner fails to register such Owner's mailing address with the Association, such Owner's mailing address shall be deemed to be the address of such Owner's Unit. All notices, demands or other notices intended to be served upon the Association shall be sent certified mail, return receipt requested, postage prepaid, to the address of the Association as designated in the Bylaws.

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THIS AMENDED AND RESTATED DECLARATION SHALL BE EFFECTIVE UPON RECORDING IN THE REAL PROPERTY RECORDS, GRAND COUNTY CLERK AND RECORDER, STATE OF COLORADO.

THE INN AT SILVERCREEK
HOMEOWNERS ASSOCIATION

By: Walter J. Wilton
Board President

STATE OF COLORADO)
) ss.
COUNTY OF GRAND)

The foregoing instrument was acknowledged before me this 28th day of September, 2005, by Walter J. Wilton, Board President of The Inn at Silvercreek.

Witness my hand and official seal.

My Commission expires: 5-10-08



Sara L. Rosen
Notary Public

**EXHIBIT A
THE REAL ESTATE**

That portion of Section 8, Township 1 North, Range 76 West of the 6th P.M., County of Grand, State of Colorado, more particularly described as follows:

Beginning at the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 8; thence along the North line of Northwest 1/4 of the Southwest 1/4 of said Section 8, South 86°32'57" West 1158.37 feet to the Northeast corner of that certain parcel of land described in deed recorded in Book 178, Page 708 records of said county; thence along the East and South lines of said described parcel the following two courses and distances South 00°15'39" West 423.27 feet; thence North 89°44'21" West 221.00 feet to the Southwest corner of said described parcel from which the West 1/4 corner of said Section 8 bears North 07°00'39" East 414.97 feet said Southwest corner being on the West line of the Northwest 1/4 of the Southwest 1/4 of said Section 8; thence along said West line of the Northwest 1/4 of the Southwest 1/4 South 07°00'39" West 195.01 feet to the Southeast corner of that certain parcel of land described in deed recorded in Book 178, page 709 records of said county; thence along the South line of said described parcel North 89°44'21" West 124.87 feet; thence South 07°00'39" West 413.50 feet to the Southwesterly prolongation of the North line of Village Road according to the recorded plat of INNSBRUCK-VAL MORITZ on file in the office of the Clerk and Recorder records of said county; thence along said Southwesterly prolongation and the North line of said Village Road the following courses and distances North 72°00'00" East 396.65 feet to the beginning of a tangent curve concave to the Northwest having a central angle of 22°00'00" and a radius of 360.00 feet thence Northeasterly along the arc of said curve 138.23 feet to the end of said curve; thence tangent from said curve North 50°00'00" East 175.15 feet; thence South 40°00'00" East 110.00 feet to a point on the Southwest line of Lot 6, Block 5 of INNSBRUCK-VAL MORITZ according to the PLAT on file in the Office of the Clerk and Recorder, Grand County; thence along the boundary lines of said Lot 6, and Lots 7, 8, 9, 10 and 11 of said Block 5 the following courses and distances: South 89°59'59" East 8.20 feet to the beginning of a tangent curve concave to the Southwest having a central angle of 26°44'14" and radius of 280.00 feet thence Southerly along the arc of said curve 130.66 feet to the Southwest corner of said Lot 6, Block 5; thence along the South line of said Lot 6, Block 5, North 76°44'14" East 135.12 feet to the Southeast corner of said Lot 6, Block 5; thence North 12°38'01" East 139.99 feet to the Southwest corner of said Lot 8, Block 5; thence North 50°00'00" East 300.00 feet to the Southmost corner of said Lot 11 Block 5; thence North 28°57'43" East 139.28 feet; to the most Easterly corner of said Lot 11, Block 5; thence North 59°27'45" East 60.83 feet to the most Southerly corner of Lot 1, Block 8 of INNSBRUCK-VAL MORITZ; thence along the Southeast line of said Lot 1, North 50°00'00" East 130.00 feet to the most Easterly corner of said Lot 1; thence along the Northeast line of said Lot 1 and the Northwesterly prolongation thereof 180.00 feet to the Northwest Right-of-Way line of Village Road; thence along said Right-of-Way line North 50°00'00" East 390.00 feet to the beginning of a tangent curve concave to the Southeast having a central angle of

EXHIBIT B

89°31'36" and a radius of 440.00 feet thence Northeasterly along the arc of said curve 303.54 feet; thence North 16°00'00" West 509.45 feet; thence South 71°47'11" West 53.17 feet to the West line of the East 1/2 of the Northwest 1/4 of said Section 8; thence along said line South 07°06'01" West 565.80 feet to the point of beginning.

ALLOCATED INTERESTS FOR ALL UNITS ON COMMUNITY-WIDE MATTERS

The above described parcel contains 22.04 Acres more or less. SUBJECT TO THE

FOLLOWING ITEMS OF RECORD

Unit #	Percentage Interest in the Common Elements and Community Common Expense Liability allocated to the Unit
R-101	.2551%
R-102	.4182%
R-103	.2551%
R-104	.2551%
R-105	.2551%
R-106	.2551%
R-107	.2551%
R-108	.2551%
R-109	.2551%
R-110	.4182%
R-111	.2551%
R-112	.4182%
R-113	.4182%
R-114 (T)	.2551%
R-115	.2551%
R-116	.2551%
R-117	.2551%
R-118	.4182%
R-119	.2551%
R-120	.4182%
R-121	.4182%
R-122	.2551%
R-123	.4182%
R-124	.2551%
R-125	.2551%
R-126	.2551%
R-127	.2551%
R-128	.2551%
R-129	.2551%
R-130 (T)	.4182%
R-131	.2551% ⁶
R-133	.2551%
R-135	.2551%
R-137	.4182%

R-201	.2551%
R-202	.4182%
R-203	.2551%
R-204 (T)	.2551%
R-205	.2551%
R-206 (T)	.2551%
R-207	.2551%
R-208 (T)	.2551%
R-209	.2551%
R-210 (T)	.4182%
R-211	.2551%
R-212 (T)	.4182%
R-213	.4182%
R-214 (T)	.2551%
R-215	.2551%
R-216 (T)	.2551%
R-217	.2551%
R-218 (T)	.4182%
R-219	.2551%
R-220 (T)	.4182%
R-221	.4182%
R-222 (T)	.2551%
R-223	.4182%
R-224 (T)	.2551%
R-225	.2551%
R-226 (T)	.2551%
R-227	.2551%
R-228 (T)	.2551%
R-229	.2551%
R-230 (T)	.4182%
R-231	.2551%
R-233	.2551%
R-235 (T)	.2551%
R-237	.4182%
R-301	.2836%
R-302	.4646%
R-303	.2836%
R-304	.2836%
R-305	.2836%
R-306	.2836%
R-307	.2836%
R-308 (T)	.2836%
R-309	.2836%
R-310	.4646%
R-311	.2836%
R-312 (T)	.4646%
R-313	.4646%

R-314 (T)	.2836%
R-315	.2836%
R-316 (T)	.2836%
R-317	.2836%
R-318	.4646%
R-319	.2836%
R-320	.4646%
R-321	.4646%
R-322	.2836%
R-323 (T)	.4646%
R-324	.2836%
R-325	.2836%
R-326	.2836%
R-327	.2836%
R-328	.2836%
R-329	.2836%
R-330	.4646%
R-331	.2836%
R-333	.2836%
R-335	.2836%
R-337	.4646%
R-401	.2551%
R-402 (T)	.4182%
R-405	.4182%
R-407	.2551%
R-408	.4182%
R-409	.2551%
R-410	.2551%
R-411	.2551%
R-412	.2551%
R-413	.4182%
R-414 (T)	.4182%
R-418	.4182%
R-419	.2551%
R-421	.2551%
R-423	.2551%
R-424	.4182%
R-425	.2551%
R-426 (T)	.2551%
R-427	.2551%
R-428	.2551%
R-430	.2551%
R-431	.4182%
R-432 (T)	.4182%
R-433 (T)	.4182%
R-438 (T)	.4182%
R-439	.4182%
R-440	.4182%

R-441	.4182%
R-445	.2551%
R-446	.4182%
R-447	.2551%
R-448	.4182%
R-449 (T)	.2551%
R-451 (T)	.2551%
R-453	.2551%
R-455 (T)	.2551%
R-457 (T)	.2551%
R-458	.2551%
R-459	.2551%
R-460 (T)	.2551%
R-461	.2551%
R-462 (T)	.2551%
R-464	.2551%
R-465	.4182%
R-466	.2551%
R-468	.2551%
R-470	.2551%
R-472 (T)	.2551%
R-474	.4182%
R-480 (T)	.4182%
R-501	.2551%
R-502	.2551%
R-503	.2551%
R-504	.4182%
R-505	.4182%
R-508 (T)	.4182%
R-511	.4182%
R-513	.2551%
R-514	.4182%
R-516 (T)	.2551%
R-517 (T)	.2551%
R-518 (T)	.2551%
R-519 (T)	.2551%
R-520	.2551%
R-522	.4182%
R-523	.4182%
R-525	.4182%
R-528	.4182%
R-530	.4182%
R-531	.4182%
R-533 (T)	.4182%
R-536	.4182%
R-537	.2551%
R-538	.4182%
R-539 (T)	.2551%

R-541 (T)	.2551%
R-543 (T)	.2551%
R-544	.4182%
R-545	.2551%
R-546	.2551%
R-547	.2551%
R-548	.2551%
R-549	.2551%
R-550	.2551%
R-551	.2551%
R-552 (T)	.2551%
R-553 (T)	.2551%
R-554	.2551%
R-556	.2551%
R-557 (T)	.4182%
R-558 (T)	.2551%
R-560 (T)	.2551%
R-562	.2551%
R-564 (T)	.4182%
R-570 (T)	.4182%
R-601 (T)	.2836%
R-602	.4646%
R-605	.4646%
R-607 (T)	.2836%
R-608 (T)	.4646%
R-609 (T)	.2836%
R-610 (T)	.2836%
R-611 (T)	.2836%
R-612	.2836%
R-613	.4646%
R-614	.4646%
R-618	.4646%
R-619	.4646%
R-621	.2836%
R-623 (T)	.2836%
R-625 (T)	.2836%
R-626	.2836%
R-627 (T)	.2836%
R-628 (T)	.2836%
R-630 (T)	.2836%
R-631	.4646%
R-632 (T)	.4646%
R-633	.4646%
R-638 (T)	.4646%
R-639 (T)	.4646%
R-640 (T)	.4646%
R-641	.4646%
R-645 (T)	.2836%

R-646 (T)	.4646%
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R-649 (T)	.2836%
R-651	.2836%
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R-660 (T)	.2836%
R-661 (T)	.2836%
R-662 (T)	.2836%
R-664 (T)	.2836%
R-665	.4646%
R-666	.2836%
R-668	.2836%
R-670	.2836%
R-672	.2836%
R-674 (T)	.4646%
R-680 (T)	.4646%
C-2	2.1924%
C-3	.8970%
C-4	3.2309%
C-5	.1798%
C-6	.1582%
C-7	1.4215%
C-8	1.1503%
C-9	4.2316%
C-10	3.3050
C-11	.3676%
C-12	.1853%
C-13	.1853%
C-14	.2625%
C-15	.2625%

TOTAL: 100.0000%

EXHIBIT C

**RESIDENTIAL COMMON EXPENSE LIABILITY AND
PERCENTAGE INTEREST IN THE RESIDENTIAL COMMON ELEMENTS**

Unit	Percentage
R-101	.3113%
R-102	.5102%
R-103	.3113%
R-104	.3113%
R-105	.3113%
R-106	.3113%
R-107	.3113%
R-108	.3113%
R-109	.3113%
R-110	.5102%
R-111	.3113%
R-112	.5102%
R-113	.5102%
R-114 (T)	.3113%
R-115	.3113%
R-116	.3113%
R-117	.3113%
R-118	.5102%
R-119	.3113%
R-120	.5102%
R-121	.5102%
R-122	.3113%
R-123	.5102%
R-124	.3113%
R-125	.3113%
R-126	.3113%
R-127	.3113%
R-128	.3113%
R-129	.3113%
R-130 (T)	.5102%
R-131	.3113%
R-133	.3113%
R-135	.3113%
R-137	.5102%
R-201	.3113%

R-202 .5102%
R-203 .3113%
R-204 (T) .3113%
R-205 .3113%
R-206 (T) .3113%
R-207 .3113%
R-208 (T) .3113%
R-209 .3113%
R-210 (T) .5102%
R-211 .3113%
R-212 (T) .5102%
R-213 .5102%
R-214 (T) .3113%
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R-216 (T) .3113%
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R-230 (T) .5102%
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R-235 (T) .3113%
R-237 .5102%

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R-564 (T) .5102%
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R-601 (T) .3459%
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R-632 (T) .5666%
R-633 .5666%
R-638 (T) .5666%
R-639 (T) .5666%
R-640 (T) .5666%

EXHIBIT D

COMMERCIAL COMMON EXPENSE LIABILITY AND PERCENTAGE INTEREST IN THE COMMERCIAL COMMON ELEMENTS

R-641	.5666%
R-645 (T)	.3459%
R-646 (T)	.5666%
R-647 (T)	.3459%
R-648	.5666%
R-649 (T)	.3459%
R-651	.3459%
R-653 (T)	.3459%
R-654 (T)	.5666%
R-655 (T)	.3459%
R-656 (T)	.3459%
R-657	.3459%
R-658 (T)	.3459%
R-659 (T)	.3459%
R-660 (T)	.3459%
R-661 (T)	.3459%
R-662 (T)	.3459%
R-664 (T)	.3459%
R-665	.5666%
R-666	.3459%
R-668	.3459%
R-670	.3459%
R-672	.3459%
R-674 (T)	.5666%
R-680 (T)	.4412%

Unit	Commercial Common Expense Liability and Percentage Interest in the Commercial Common Elements
C-2	
C-3	12.1598%
C-4	4.9750%
C-5	17.9196%
C-6	.9971%
C-7	.8771%
C-8	7.8839%
C-9	6.3798%
C-10	23.4702%
C-11	18.3307%
C-12	2.0386%
C-13	1.0279%
C-14	1.0279%
C-15	1.4562%
	1.4562%

TOTAL RESIDENTIAL UNITS: 252 100.0000%

TOTAL COMMERCIAL UNITS: 14 100.0000%