

RECORD # **590363** La Plata County, Colorado
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State of Colorado La Plata County

325⁰⁰

AMENDED AND RESTATED

CONDOMINIUM DECLARATION

AND COVENANTS, CONDITIONS AND RESTRICTIONS

FOR SILVER PICK AT PURGATORY CONDOMINIUMS

Silverpick I, Ltd., a California limited partnership (the "Original Declarant"), and the previous owner and developer of real property situate in La Plata County, Colorado, developed a multi-building condominium project on said property known and referred to as Silver Pick at Purgatory Condominiums (the "Project"), as shown on the condominium map for Silver Pick I, P.U.D. Phase 1 as filed with the Clerk and Recorder of La Plata County, Colorado (the "County"), on November 9, 1984 under Reception No. 507893 (the "Original Map"), and as governed by the Declaration of Condominium Ownership and Covenants, Conditions and Restrictions for Silver Pick at Purgatory, dated June 1, 1984 and recorded in the County on June 1, 1984 under Reception No. 500293 as amended by First Amendment thereto, dated November 5, 1984 and recorded in the County on November 9, 1984 under Reception No. 507892 (the "Original Declaration").

Fremont Properties, Inc., ("Fremont"), a Colorado corporation, by deeds recorded in La Plata County, Colorado, acquired title to 35 condominium units in the Project, to the Special Property and to the Additional Real Property (as defined in the Original Declaration) more specifically described on Exhibits A and C attached hereto and by this reference incorporated herein.

On October 19, 1989, Fremont conveyed nine of the condominium units in the Project to Silver Pick of Colorado, 1989, Inc., ("Silver Pick"), a Colorado corporation, and 26 of the units to other individual purchasers. At the same time, Fremont conveyed the Special Property to Silver Center of Silver Pick, 1989, Inc., ("Silver Center"), a Colorado corporation, and the Additional Real Property to Land at Silver Pick, Inc., ("Land"), also a Colorado corporation. Further, by Assignment and Assumption Agreement dated October 19, 1989, and recorded October 20, 1989, under Reception Number 584857 of the La Plata County, Colorado records, Fremont assigned any and all of its remaining right, title and interest in and to the Project to Silver Pick, Silver Center and Land, collectively.

Silver Pick, Silver Center, Land and the undersigned Unit Owners, constituting the owners of the Special Property, the Additional Real Property and Unit Owners having the right to vote 80% or more of the total votes of all condominium unit owners,

*Colo Land Title
Attn: Mary Nicholson*

desire to amend and restate the Original Declaration, to re-describe the real property subject to the covenants, conditions and restrictions of this Amended and Restated Declaration (this Declaration), and to appoint Silver Pick as the Declarant hereunder. Silver Pick desires to assume responsibility and to act as Declarant hereunder. Hereinafter, Silver Pick shall be referred to as Declarant.

Declarant and Land may subject all or portion of the Additional Real Property to this Declaration by recording a Supplemental Declaration or Declarations and a Supplemental Map or Maps in the records of La Plata County within ten years of the initial recording of this Declaration. Declarant and Land, for themselves, their successors and assigns, further reserve the right to develop the Additional Real Property for uses other than a supplemental condominium project, including, but not limited to, townhome project, single family residential projects, timeshare projects, or commercial projects or any combination thereof.

DECLARATION

Declarant, Silver Center, Land and the undersigned Unit Owners do hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, reservations, limitations and obligations shall be deemed to run with the land, shall be a burden and a benefit to Declarant, Silver Center, Land and the undersigned Unit Owners and each of their successors and assigns and any person acquiring or owning an interest in the real property which is subject to this Declaration and the improvements built thereon, their grantees, successors, heirs, executors, administrators, devisees or assigns.

1. Definitions. As used in this Declaration, unless otherwise expressly provided:

(a) "Articles" means the Articles of Incorporation for the Association (filed with the Colorado Secretary of State.)

(b) "Additional Real Property" means the vacant land adjoining or adjacent to the Project and described on Exhibit C.

(c) "Association" means The Condominium Association at Silver Pick, a Colorado nonprofit corporation, of which each Unit Owner shall be a member.

(d) "Building" or "Buildings" means the building improvements known as Silver Pick at Purgatory located within the Project, and any building improvement subsequently built on the

Real Property and/or the Additional Real Property if made subject to the Declaration as set forth herein.

(e) "Bylaws" means the Bylaws of the Association.

(f) "Common Expenses" mean (i) all expenses expressly declared to be common expenses by this Declaration or by the Bylaws; (ii) all other expenses of administering, servicing, conserving, managing, maintaining, repairing or replacing the General Common Elements; (iii) insurance premiums for the insurance carried under Section 13; and (iv) all expenses lawfully determined to be common expenses by the board of directors of the Association.

(g) "Condominium" means a Unit together with the undivided interest in the General Common Elements appurtenant thereto and the right to use of the Limited Common Elements associated therewith.

(h) "Condominium Units" means those Units now or hereafter subject to this Declaration and known as Silver Pick at Purgatory Condominiums.

(i) "County" means La Plata County, Colorado.

(j) "Declarant" means Silver Pick, as appointed Declarant under this Declaration in accordance with Section 2(c) hereof, or entity or individual which has been identified by Silver Pick in a document as a successor Declarant as set forth in Section 28(e).

(k) "Declaration" means this instrument and all amendments or supplements hereto together with any Supplemental Declaration, hereafter recorded in the records of the County.

(l) "District" means the Purgatory Metropolitan Service District.

(m) "Emergency Access Easement" means any right to use a portion of the Project granted to the Association, the District or any other entity, providing emergency service for the benefit of the Project, the Additional Real Property, or any individual at the Project or upon the Additional Real Property.

(n) "First Lienor" means the holder of a promissory note, payment of which is secured by a first mortgage or first deed of trust encumbering an interest in a Condominium Unit. "Mortgage" shall include a deed of trust, and "Mortgagee" shall include the beneficiary of a deed of trust.

(o) "Forest Units" means the Condominium Units located on the Premises and numbered on the Map as 101 through 109.

(p) "General Common Elements" mean (i) the land included in the Real Property, excluding any improvements located thereon, which is subject to this Declaration; (ii) the foundations, columns, girders, beams, supports, perimeter and supporting walls, roofs, balconies, halls, corridors, lobbies, elevators, exterior stairs, stairways, fire escapes, entrances and exits of the Building; (iii) the installations, equipment and materials making up the central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating; (iv) the tanks, pumps, motors, fans, compressors, ducts and in general, all apparatus and installations existing for common use; and (v) all other parts of the property which are subject to this Declaration but which are not part of a Unit, and which are designated on the Map or a Supplemental Map as "GCE."

(q) "Guest" means any person using a Unit with the permission of the Owner of the Unit or the Association, including but not limited to family members, invitees, tenants, boarders and the like.

(r) "Limited Common Elements" means any part of the General Common Elements assigned for the use and enjoyment of the Owner or Owners of one or more, but less than all, Units, which are designated on the Map or a Supplemental Map as "LCE."

(s) "Meadow Units" means the Condominium Units located on the Premises and numbered on the Map as 201 through 216 and 301 through 316.

(t) "Original Map" or "Map" means the map filed November 9, 1984 under Reception No. 507893 of the La Plata County, Colorado records.

(u) "Owner" means any individual, corporation, partnership, association, trust or other legal entity, or combination of legal entities, which is the record owner of an undivided fee simple interest in one or more Condominiums.

(v) "Pedestrian Easement" means an easement reserved by Declarant allowing Declarant the right to grant to pedestrians, skiers or other parties the use of a portion of the General Common Elements as a means of ingress to and egress from the Premises.

(w) "Premises" or "Real Property" means the real property subject to this Declaration more particularly described on Exhibit B and includes both the Real Property described on the Original Map and the Additional Real Property to the extent such Additional Real Property is made subject to the provisions hereof.

(x) "Project" or "Condominium Project" means the Premises and the Buildings and other improvements located on the Premises.

(y) "Recreational Facilities" means any amenities designated as "Recreational Facilities" on the Map or any Supplemental Map or any other facilities designated as Recreational Facilities by the Association.

(z) "Road Easement" means an easement reserved by Declarant allowing Declarant the right to dedicate any access road and streets serving the Condominium Project for and to public use or for use by other parties.

(aa) "Sharing Ratio" means an Owner's undivided interest in the General Common Elements as set forth in Section 3(b) hereof as may be modified pursuant to Section 12(b) hereof.

(bb) "Special General Common Elements" (SGCE) means those areas designated as such on the Original Map. Declarant reserves the right to maintain an office on the Special General Common Elements for any purposes Declarant desires, including but not necessarily limited to reservation services, promotional services, management services for the Project, sales either for the Project or other properties, and leasing. Declarant reserves the right to relinquish the SGCE for the purposes stated herein; in which case, after a recorded relinquishment thereof, the SGCE shall become General Common Elements of the Project. So long as Declarant uses the SGCE for the purposes herein, Declarant shall be responsible for maintenance of the SGCE and any improvements thereon. Declarant shall have the right to demolish, expand or relocate any improvements located on the SGCE so long as any expansion or relocation lies within the SGCE.

(cc) "Supplemental Declaration" shall mean the declaration or declarations described in Section 6 hereof.

(dd) "Supplemental Map" shall mean the map or maps described in Section 5 hereof.

(ee) "Unit" means an individual air space unit contained within the perimeter walls, floors, ceilings, windows and doors of a unit in the Project which is subject to the provisions of this Declaration, and as shown and described in the Map, together with (i) all fixtures and improvements therein; (ii) the inner decorated or finished surfaces of such Unit's perimeter walls, floors and ceilings; (iii) the doors and windows of the Unit; and (iv) the interior non-supporting walls within the Unit. The term does not include, however, the undecorated or unfinished surfaces of the perimeter walls, floors or ceilings of a Unit, any utilities running through the Unit which serve more than one Unit, or any other General Common Element or part thereof located within the Unit.

2. Grant, Submission and Appointment of Declarant.

(a) The undersigned Unit Owners and Declarant hereby grant, convey and submit to Condominium ownership the Real Property.

(b) Acknowledging that the Special Property (Lots 1, 2 and 3, Silver Pick I, P.U.D., Phase 1) as described on the Original Map is not part of the Project and has specifically been excluded from the conditions and covenants of this Declaration, the undersigned Unit Owners hereby grant, convey and quit-claim to Silver Center any and all interest they may have in and to Lots 1, 2 and 3, Silver Pick I, P.U.D., Phase 1, according to the Original Map, less and except the reservation of an easement for Silver Tree Road which encroaches on Lot 1 and which is more specifically set forth in Section 7(g) below.

(c) The undersigned Owners hereby appoint Silver Pick to act as the Declarant under this Declaration and Silver Pick agrees to so perform in accordance with this Declaration and the Articles and Bylaws of the Association.

3. Division of Real Property into Estates; Use and Occupancy of Condominium.

(a) The first phase of the Project consists of five separate Buildings containing a total of 41 Condominium Units numbered 101 through 109, 201 through 216 and 301 through 316. Each such Condominium Unit shall consist of the Unit, together with an undivided interest in the General Common Elements appurtenant to such Unit as set forth below, and the right to use and enjoy Limited Common Elements.

(b) The undivided interest in the General Common Elements appurtenant to each Condominium Unit is as follows:

Units 101-109	2.645% each
Units 201-216	2.2491875% each
Units 301-316	2.513% each

If Declarant causes additional Condominium Units to become subject to the provisions of this Declaration pursuant to the terms of Section 3(d) hereof, this subsection shall be amended in its entirety and Declarant shall set forth in a Supplemental Declaration the undivided interest, calculated in accordance with Section 12(b) hereof, in the General Common Elements to be attributable to all existing Condominium Units and to each new Unit so created.

(c) The Declarant reserves to itself all rights, title and interest in the General Common Elements not appurtenant to the Condominium Units on the Real Property and may convey all or a part of all such interest to purchasers of Condominiums constructed upon the Additional Real Property after such Additional

Real Property has been made subject to this Declaration.

(d) The Declarant may hereafter within ten years of the initial recording of this Declaration subject all or portions of the Additional Real Property to the provisions of this Declaration and construct one or more Buildings thereon containing a total of not more than 255 additional Condominium Units, together with General and Limited Common Elements as described in a Supplemental Declaration and Supplemental Map. Each such addition shall be evidenced by: (i) a Supplemental Map, and (ii) a Supplemental Declaration, both to be filed and recorded in the records of the County, in accordance with the terms and conditions set forth in Sections 5 and 6 respectively, of this Declaration.

(e) At the earlier of (i) the date all of the Additional Real Property has become subject to this Declaration, or (ii) the date such land may no longer become subject to this Declaration pursuant to Section 3(d) hereof, all of Declarant's reserved interest in General Common Elements which has not become attributable to a Condominium pursuant to the provisions of Section 3(d) shall expire and will be deemed then to have been automatically conveyed by Declarant to the Owners on such date in the ratios of their ownership interests in the General Common Elements as those ownership interests may exist as of such date. Such interests shall be conveyed in a final Supplemental Declaration and shall then become appurtenant to the Condominium with respect to which it has been conveyed.

(f) Each condominium shall be inseparable from its appurtenant interest in the General Common Elements and may be conveyed, leased, devised or encumbered only as a Condominium. Title to a Condominium may be held individually or in any form of concurrent ownership recognized in Colorado. In case of any such concurrent ownership, each co-owner shall be jointly and severally liable for performance and observance of all the duties and responsibilities of an "Owner" with respect to the Condominium in which he owns an interest. Timesharing programs shall be prohibited except as set forth in Section 27 hereof.

(g) Any contract of sale, deed, lease, deed of trust, mortgage, will or other instrument affecting a Condominium may describe it by its Condominium Unit number as shown on the Map, followed by the name of the Condominium and reference to this Declaration and to the Map.

(h) Declarant shall give written notice to the assessor of the County in the manner provided in the Colorado Condominium Act so that each Condominium will be separately assessed and taxed.

(i) All Condominium Units shall be used and occupied solely for dwelling or lodging purposes, except that any one of

such Units may be used from time to time as a manager's Unit. Owners of such Units may rent or lease such Units to others for these purposes.

(j) Any amenities designated on the Map or any Supplemental Map as "Recreational Facilities" shall be used exclusively as Recreational Facilities. Any use other than recreation may only be changed by approval of Declarant and the Owners of Units having the right to vote at least two-thirds of the total vote of all Owners.

(k) All garages attached to and forming a part of specific Forest Units shall be for the exclusive use of the Owner of said Units and their Guests, for the parking of motor vehicles, storage and other uses commonly associated with garage or storage usage together with any other use permitted by the Association.

(l) Any parking area located on the Premises and shown on the Map or any Supplemental Map shall be for the parking of motor vehicles of Owners and Guests as set forth on said Map, together with any other use permitted by the Association; provided, however, that the parking area located on the Premises and identified on the Map as Yankee Girl Court shall be for the parking of motor vehicles of Owners and Guests of Meadow Units only, together with any other use permitted by the Association.

(m) Owners of Units, at their discretion, may rent or lease their Condominium Units, on a short-or long-term basis, provided that renters or lessees agree to comply with the terms, conditions and provisions imposed by virtue of this Declaration and all other constituent documents affecting the Condominium and/or Real Property, as well as rules, resolutions and decisions of the Association duly made or adopted in the manner set forth in the Articles or Bylaws. No rental of a Unit shall relieve the Owner thereof of any liability or obligation hereunder or under the Articles or Bylaws.

4. Condominium Map. Declarant shall cause to be filed for record in the County, the Map, which shall contain: (a) the legal description of the surface of the Premises; (b) the linear measurements and location, with reference to the exterior boundaries of the Premises, of the Building or Buildings; (c) the floor plans and linear dimensions of the interior of the Building or Buildings, including the Units, the General Common Elements which are not a part of any Unit and the Limited Common Elements; (d) the designation by number or other symbol of each Unit; (e) the elevation plans of the Building or Buildings; and (f) the elevation of the unfinished interior surfaces of the floors and ceilings of the Building or Buildings, including the Units, as established from a datum plane, the distances between floors and ceilings, and the linear measurements showing the thickness of the perimeter walls of the Building or Buildings. Declarant reserves the right to amend the Map from time to time to conform it to the actual location of the Building(s) including all parts thereof,

and to establish, vacate and relocate easements.

5. Supplemental Map. Upon substantial completion of one or more Buildings on the Additional Real Property or any portion thereof, and prior to any conveyance by Declarant of a Condominium therein, Declarant, in accordance with Section 3(d) of this Declaration shall cause to be filed for record in the County, a Supplemental Map which shall contain (a) each of the elements set forth for the Condominium Map under Section 4 hereof, and (b) a reference to the recorded Condominium Map, this Declaration and the applicable Supplemental Declaration as discussed in Section 6 hereof.

6. Supplemental Declaration. Upon substantial completion of one or more Buildings on the Additional Real Property or any portion thereof, and prior to any conveyance by Declarant of a Condominium therein, Declarant, in accordance with Section 3(d) of this Declaration shall cause to be filed for record in the County, a Supplemental Declaration which shall contain (a) a legal description of the portion of the Additional Real Property to be included in the Project, (b) an amendment and restatement of Section 3(b) hereof, whereby Declarant conveys and attributes to each existing and additional Condominium an undivided interest in the General Common Elements in the manner set forth in Section 12(b) and (c) a reference to the recorded Condominium Map, this Declaration and the applicable Supplemental Map as discussed in Section 5 hereof.

7. Easements.

(a) Each Owner of a Condominium Unit understands and agrees that Declarant has reserved certain rights pursuant to Section 25 hereof and that Declarant has the power to grant easements, including but not limited to, Road, Pedestrian and Emergency Access Easements as said easements are provided for herein.

(b) In consideration for the mutual covenants and promises contained below, Declarant hereby reserves unto itself, its successors and assigns, and grants, bargains, sells and conveys to the owners from time to time of Lots 1, 2 and 3, Silver Pick I, P.U.D., Phase 1 as shown on the Original Map ("Lots 1, 2 and 3"), and to their successors and assigns, a non-exclusive roadway easement, running 17.5 feet at the entrance off U.S. Highway 550 and narrowing to twelve feet (or such additional footage as may actually exist) on either side of the centerline of the road identified on the Map as "Silverpick" (the "Road") or, in the event that the actual location of the Road does not correspond with the description thereof on the Map, then running twelve feet on either side of the centerline of the Road as actually positioned. Such easement shall be perpetual in duration; provided, however, if all or any portion of the Road is dedicated for public use, then the easement running across such portion of the Road as

shall be dedicated for public use shall automatically terminate. The easement reserved and granted herein shall be used for ingress and egress to and from U.S. Highway 550 and Lots 1, 2 and 3 by Declarant and subsequent owners of Lots 1, 2 and 3, their guests, employees, invitees, agents and licensees across the Premises, and for the installation, operation and maintenance of such utility, water, sewer, television, telephone and other similar services as may be necessary for the operation of improvements constructed or to be constructed on Lots 1, 2 and 3. In addition, Declarant and the owners of Lots 1, 2 and 3 shall be entitled to cut the southerly curb line both of the Road and the Easement Parcel (as described below), in such location or locations selected by Declarant or the owners of Lots 1, 2 or 3, in order to construct a roadway or roadways connecting Lots 1, 2 and 3 to the Road and crossing that portion of the Premises having the Road as its north boundary and the northern boundary of Lots 1, 2 and 3 as its south boundary (the "Easement Parcel"), provided that such construction does not unreasonably interfere with the Association's use of the Road or the Premises.

(c) The Declarant hereby reserves unto itself and grants, bargains, sells and conveys to any subsequent owner or owners of Lots 1, 2 and 3, Silver Pick I, P.U.D., Phase 1 and their successors and assigns or any owner of the building improvement located thereon and designated on the Original Map as the "Silvercenter", a perpetual, non-exclusive easement over and right to use any portions of the Easement Parcel currently being used as a parking area by owners, tenants, employees, guests, invitees or visitors of the Silvercenter. The Association shall be responsible for maintaining in good condition and repair, including but not limited to striping, lighting and landscaping the Easement Parcel including any parking area contained therein and such maintenance and repair shall be at the sole expense of the Association for so long as any portion of the Silvercenter is being used as an office for a Managing Agent for operation of the Project as set forth in Section 10(b) hereof or as a reservation or check-in facility for the lodging of Guests in Condominium Units within the Project or for any other purpose benefitting the Association, the Project, Owners or Guests. If at any time the Silvercenter ceases to be used for any of the purposes above set forth, the owner(s) of the Silvercenter and of Lot 1, Silver Pick I, P.U.D., shall be responsible for reimbursing the Association for the cost of maintaining any parking area within the Easement Parcel then being used in connection with the operation of the Silvercenter.

(d) The Declarant hereby reserves for itself, its successors and assigns, a non-exclusive easement, running eight feet on either side the centerline of the road identified on the Map as "Smuggler Union", or, in the event that the actual location of Smuggler Union does not correspond with the description thereof on the Map, then running eight feet on either side of the centerline of Smuggler Union as actually positioned. Such easement shall be perpetual in duration; provided, however, if all or any portion

of Smuggler Union is dedicated for public use, then the easement running across such portion of Smuggler Union as shall be dedicated for public use shall automatically terminate. Such easement shall be used for ingress and egress by Declarant, its agents, employees, licensees and invitees across the Premises to the temporary sales office shown on the Map and/or the Original Map and to any water storage facilities located on property adjacent to the Premises. Declarant reserves the exclusive right to use the temporary sales office for general real estate sales and marketing activities involving the Condominium Units and any other real estate owned by Declarant for so long as Declarant owns any Condominium Unit within the Project or any portion of the Additional Real Property or improvements constructed thereon.

(e) The Declarant hereby reserves for itself, its successors and assigns (i) a non-exclusive easement, running eight feet on either side of the centerline of the road identified on the Map as "Enterprise" and (ii) a non-exclusive easement running twelve feet on either side of the centerline of the road identified on the Map as "Little Annie Road" or, in the event that the actual locations of Enterprise or Little Annie Road do not correspond with the descriptions thereof on the Map, then running eight feet on either side of the centerline of Enterprise or twelve feet on either side of the centerline of Little Annie Road as actually positioned. Such easements shall be perpetual in duration; provided, however, if all or any portions of Enterprise or Little Annie Road are dedicated for public use, then the easement running across such portion of Enterprise or Little Annie Road as shall be dedicated for public use shall automatically terminate. Such easements shall be used for ingress and egress by Declarant, its agents, employees, licensees and invitees across the Premises. In addition, Declarant reserves unto itself and for the benefit of its successors and assigns, the right to cut the curb line of Enterprise or Little Annie Road in such location or locations selected by Declarant, in order to construct a roadway or roadways connected to Enterprise or Little Annie Road and crossing the Premises to allow access to real property adjacent to the Premises owned by Declarant, its successors and assigns, provided that such construction does not unreasonably interfere with the Association's use of Enterprise or Little Annie Road.

(f) Declarant reserves for the use and benefit of itself, its successors, assigns, guests or invitees a non-exclusive easement over all roads and other easements identified in paragraphs 7(a) through (e) above, as well over any other roads or easements described on the Original Map or subsequently built in the Project for ingress and egress to the Additional Real Property.

(g) Declarant further reserves for the benefit and use of the Real Property and the Additional Real Property an easement across Lot 1, Silver Pick I, P.U.D., Phase 1 for Silver Tree Road as that road presently encroaches, exists, and lies upon the

ground within said Lot 1.

8. General Common Elements; Encroachments.

(a) The General Common Elements shall be owned in common by all the Owners and shall remain undivided. No Owner shall assert any right of partition with respect to the General Common Elements. Each Owner waives any and all rights of partition he may hold by virtue of his ownership of an undivided interest in the General Common Elements as a tenant-in-common with the other Owners. This Section shall not, however, limit or restrict the right of partition of a single Condominium among the Owners thereof, but such partition shall not affect any other Condominium.

(b) Each Owner shall be entitled to use the General Common Elements (other than the Limited Common Elements) in accordance with the purpose for which they are intended, without hindering, impeding or imposing upon the rights of the other Owners; provided such use is in accordance with rules and regulations duly established from time to time by the Association.

(c) If any portion of the General Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the General Common Elements as a result of the construction of any Building, or if any such encroachment shall occur hereafter as a result of settling or shifting of any Building, a valid easement for the encroachment and for the maintenance of the same so long as the Building stands, shall exist. In the event any Building, any Unit, any adjoining Unit, or any adjoining General Common Element shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the General Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the General Common Elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the Building shall stand.

9. Mechanic's Liens; Indemnification.

(a) If any Owner shall cause any material to be furnished to his Unit or any labor to be performed therein or thereon, no Owner of any other Unit 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 therein. Nothing herein contained shall authorize any Owner or any person dealing through, with or under any Owner to encumber the General Common Elements or any Unit other than that

of such Owner with any mechanic's lien or other lien or encumbrance whatever. On the contrary (and notice is hereby given that) the right and power to charge any lien or encumbrance of any kind against the General 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.

(b) 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 General Common Elements or against any other Owner's Unit or any improvements therein, or against any other Owner (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 20 days after the date of filing thereof, and further shall indemnify and save all the other Unit Owners and the Association harmless from and against any and all costs, expenses, claims, losses or damages, including reasonable attorneys' fees resulting therefrom. In the event that the Owner whose act or omission forms the basis for a lien or order shall not cause the same to be cancelled and discharged or bonded within the 20-day period specified, then the Association shall be entitled to obtain a release of such lien and place upon such Owner's Unit a lien for the amount, including reasonable costs, expended by the Association to obtain the release. Such lien shall attach in the manner and with the priority set forth in Paragraph 12(g) herein. In addition, the Association may bring an action to recover any amounts paid by it from the Owner, with or without foreclosing or waiving the lien on such Owner's Unit.

10. Administration and Management.

(a) The Project shall be administered and managed pursuant to this Declaration and the Articles and Bylaws of the Association. Each Owner shall be a member of the Association and shall remain a member until he ceases to be an Owner. Each member shall comply strictly with the provisions of this Declaration and the Articles and Bylaws of the Association. Each member shall be bound by and shall comply with rules, resolutions and decisions of the Association duly made or adopted in the manner set forth in this Declaration and in the Articles or Bylaws. Failure of a member and his Guests, lessees and invitees to comply with such provisions, rules, resolutions or decisions shall be grounds for an action to recover damages or to obtain injunctive relief, or both, maintainable by the Association on behalf of the other Owners or, in a proper case, by an aggrieved Owner. In addition, the Bylaws may authorize the Association, during the period of any delinquency, (i) to revoke a delinquent Owner's right to use General Common Elements, and (ii) to suspend a member's voting privileges; however, no such suspension shall affect the rights of a First Lienor.

(b) The Association, through a determination of its board of directors, may delegate to a real estate managing firm (the "Managing Agent"), with offices in the County, the powers of the Association to determine the budget for operation of the Project, to establish and collect fees for Common Expenses, to establish and collect reserve funds, to make special assessments, to allocate the real property taxes and assessments for any Unit the tax assessor of the County has not separately assessed, to determine and collect a per diem fee for expenses directly related to an Owner's occupancy of his Unit, to establish books of account and maintain records for the operation of the Project, to supply statements of account to Owners or their Mortgagees upon request, to provide for cleaning and maid service and maintenance and repair of the Units, to contract for utility services to the Units and to establish and from time to time amend such reasonable rules and regulations as may be necessary or convenient to carry out the intention of this Declaration, and to do any other acts or things that the Association is empowered to do under this Declaration or its Articles and Bylaws; provided, however, that the determination of the board of directors to delegate the duties of the Association to a Managing Agent shall not relieve the Association of any of its obligations under this Declaration or under the Articles and Bylaws of the Association.

11. Maintenance and Repairs.

(a) Each Owner shall be responsible for maintenance and repair of his Unit, including fixtures and improvements and all utility lines and equipment located therein and serving such Unit only. In performing such maintenance or repair, or in improving or altering his Unit, no Owner shall do any act or work which impairs the structural soundness of the Building, or which interferes with any easement or the use by any Owner of such Owner's Unit on the General Common Elements appurtenant thereto.

(b) Except as provided below in this Section 11, the General Common Elements (including the Limited Common Elements) shall be administered, conserved, managed, maintained, repaired and replaced by the Association, which may have access to any Unit from time to time during reasonable hours for such purposes, or at any time for the purpose of making emergency repairs therein necessary to prevent damage to the General Common Elements, to Limited Common Elements or to another Unit or Units. The costs of repairing any damage to a Unit resulting from entry therein for any such purpose shall be a Common Expense of all the Owners. However, if the need to make such entry results from the negligence or intentional act of any Owner, agents, employees, invitees or Guests of said Owner, such Owner shall reimburse the Association for all the costs of repairing such damage and shall be liable to the other Owners for all additional losses or damages suffered, including reasonable attorneys' fees. If, in the sole judgment of Declarant, the Association has failed to maintain the General Common Elements in good order and repair, Declarant may,

after five days' notice to the Association, perform all work necessary to maintain the General Common Elements in good order and repair and Declarant shall have access to any Unit for such purposes. The Association shall reimburse Declarant for the cost of such work, which shall be a Common Expense of all Owners payable as set forth herein.

(c) All maintenance and repairs of the Buildings on the Premises shall be provided by the Association at such time and such cost as in the judgment of the Association is necessary to maintain the exterior of the Buildings in good order and repair. Such maintenance and repair shall include, but not be limited to, painting, staining or other application of materials to the exterior of the Buildings, cleaning and snow removal. The cost of such work shall be a Common Expense of all Owners payable as set forth herein.

(d) Each Owner shall pay all costs of repairing any damage to the General Common Elements (including the Limited Common Elements) or to any Condominium Unit other than his own, resulting from the intentional act or negligence of such Owner or such Owner's Guests, invitees, licensees, agents or employees.

(e) Notwithstanding the foregoing, each Owner having an interest in Limited Common Elements shall pay a proportion of the costs and expenses of maintaining, repairing and replacing any Limited Common Elements of which such Owner has any use and enjoyment equal to the Sharing Ratio attributable to an Owner's Unit.

(f) If, in the reasonable judgment of the board of directors of the Association, the allocation of expenses as set forth above and in Section 12 hereof is clearly unfair or inequitable, the board of directors may allocate such expenses in a manner which the board of directors determines is fair and equitable.

12. Assessments for Common Expenses.

(a) Except as set forth herein, each Owner shall pay his pro rata share of the Common Expenses. Such share shall be equal to the Sharing Ratio attributable to an Owner's Unit. So long as any Unit owned by Declarant has never been used by Declarant, that Unit shall be exempt from assessment. At such time as Declarant utilizes any Unit for any purposes benefiting Declarant, that Unit shall become and remain an assessable Unit pursuant to this Section 12.

(b) If Declarant causes additional Condominium Units to become subject to the provisions of this Declaration pursuant to the terms of Section 3(d) hereof, the Sharing Ratio of each Owner as set forth in Section 3(b) hereof, shall be revised to be equal to a percentage computed by dividing the total number of square

feet contained in that owner's Unit by the total number of square feet contained in all Units in the Project; however, such fraction may be rounded off to the nearest one-thousandth or adjusted so that Units which contain approximately the same number of square feet are assigned identical interests in General Common Elements. For the purpose of computing square footages in accordance with this Section, Declarant shall engage any architect licensed in Colorado to determine the number of square feet contained in any Unit, and the determination of such architect shall be final and binding on all parties. Declarant shall set forth in a Supplemental Declaration the interest in the General Common Elements to be attributable to each Condominium Unit as computed in accordance with this Section 12(b).

(c) If the water, electricity and/or natural gas for one or more Units is separately metered, the charges for such water, electricity and/or natural gas shall be paid by the respective Owner or Owners of such Units directly to the utility company providing such water, electricity and/or natural gas. All water, electricity and/or natural gas provided to the Project which is not separately metered shall be charged to and paid by the Association as a Common Expense. The Association shall bill each Owner for said expenses in accordance with the applicable service being received by said Owner and such Owner's Sharing Ratio at the time said Common Expense was incurred.

(d) All sewer fees attributable to the Project shall be billed to and paid by the Association as a Common Expense. The Association shall bill each Owner for such sewer expense in accordance with such Owner's Sharing Ratio at the time said Common Expense was incurred.

(e) All trash disposal fees attributable to the Project shall be billed to and paid by the Association. The Association shall bill each Owner for such trash disposal expense in accordance with such Owner's Sharing Ratio at the time said Common Expense was incurred.

(f) The Bylaws of the Association shall empower its board of directors to fix, determine, levy and collect periodic and special assessments to be paid by the Owners to meet the Common Expenses and to create a contingency reserve therefor. The Bylaws also shall establish the procedures by which the assessments shall be made known to and paid by the Owners. An action may be brought by the Association to recover unpaid Common Expenses from the Owner liable for payment thereof, with or without foreclosing or waiving the lien described in subparagraph (g) of this Section 12.

(g) All sums assessed and due and payable but unpaid for the share of Common Expenses assessed to any Condominium Unit and any other costs, fees or charges assessed or collectible by the Association in accordance with the Declaration or the Articles or

Bylaws of the Association, shall be secured by a lien on such Unit in favor of the Association prior to all other liens and encumbrances, except: (i) liens for taxes and special assessments; and (ii) the lien of any first mortgage or first deed of trust of record encumbering such Condominium. The Association's lien shall attach from the date when the unpaid assessment shall become due and may be foreclosed by the Association in like manner as a mortgage on real property upon the recording of a notice or claim thereof executed by the Association setting forth the amount of the unpaid indebtedness, the name of the Owner of the Condominium, and description of the Condominium. In any such foreclosure the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorneys' fees. During the period of foreclosure the Owner of the Condominium subject to such action shall be required to pay a reasonable rental to the Association. The Association shall be entitled to purchase the Condominium at the foreclosure sale, and to acquire, hold, lease, mortgage or convey the same.

(h) No Owner shall exempt himself from liability for payment of his share of the Common Expenses either by waiver of the use or enjoyment of any of the General Common Elements or by abandonment of his Condominium. Each Owner shall be personally liable for and obligated to the Association for payment of his share of the Common Expenses, and any other costs, charges or fees assessed pursuant to this Declaration, the Articles or Bylaws, whether or not said Owner continues to own or occupy any Condominium Unit or any portion thereof, and the Association may bring an action to recover any amounts due from said Owner or former Owner.

(i) In case of sale or other transfer of a Condominium with respect to which sums assessed for Common Expenses shall be unpaid, except transfers to a First Lienor in connection with a foreclosure of its lien, the purchaser or other transferee of an interest in such Condominium shall be jointly and severally liable with the seller or transferor thereof for such unpaid assessments.

(j) Upon fifteen days' written request of any Owner, Mortgagee, prospective mortgagee, purchaser or other prospective transferee of a Condominium, the Association shall issue a written statement setting forth the amount of the unpaid Common Expenses, if any, with respect to such Condominium, the amount of the current monthly assessment, the date on which such assessment became or shall become due and the amount of any credit for prepaid expenses. Such statement, for which a reasonable fee may be charged, is binding upon the Association in favor of any person who may rely thereon in good faith. Unless a request for such statement shall be complied with within fifteen days after receipt thereof, all unpaid Common Expenses which became due prior to the date of making such request shall be subordinated to the lien or other interest of the person requesting such statement.

(k) Any party in favor of whom a lien on a Condominium has been created may, but shall not be required to, pay any unpaid Common Expense with respect to such Unit, and upon such payment, such party shall have a lien on such Condominium for the amount so paid of the same rank as the lien theretofore existing.

(l) The Association may at any time provide for one or more managers for all or any number of the Units and the Limited Common Elements allocated to such Units and may provide services for the direct benefit of less than all Units and the Limited Common Elements allocated to such Units. The cost for such manager(s) or services shall be billed to and paid by the Association as a Common Expense. The Association shall bill each Owner for such expense in accordance with such Owner's Sharing Ratio.

13. Insurance.

(a) The Association shall, on behalf of the Owners:

(i) keep each Building (including all of the Units and all fixtures therein, but not including furniture, furnishings or other personal property supplied or installed by Owners) insured against loss or damage by fire, with extended coverage (including insurance against loss or damage by vandalism or malicious mischief), in approximately the amount of the maximum replacement value thereof, determined in accordance with Section 13(c);

(ii) provide and keep in force, for the protection of the Association, its officers and directors, and all the Owners and First Lienors, general public liability and property damage insurance against claims for bodily injury or death or property damage occurring upon or in the General Common Elements, in limits of not less than \$1,000,000 in respect of bodily injury or death to any one person and not less than \$5,000,000 for bodily injury or death to any number of persons arising out of one accident or disaster, and in limits of not less than \$1,000,000 for damage to property, and if higher limits shall at any time be customary to protect against possible tort liability, such higher limits shall be carried; and

(iii) carry insurance in such amounts as the Association may consider necessary or advisable against such other insurable hazards as may from time to time be commonly insured against in the case of similar property in similar locations elsewhere.

(b) All insurance policies on the Buildings and General Common Elements required by this Section 13 shall contain the following endorsements: (i) Agreed Amount on Inflation Guard Endorsement; (ii) Increased Cost on Construction Endorsement; and (iii) Special Condominium Endorsement regarding waiver of rights

of subrogation, lack of prejudice for acts or omissions of Owners and primary effect of policies over Owner's policies.

(c) The cost of obtaining and maintaining all insurance required to be carried under this Section 13 shall be a Common Expense to be prorated among all Owners in accordance with each Owner's Sharing Ratio. All insurance required to be carried under this Section shall be carried in favor of the Association, the Owners and all First Lienors, as their respective interests may appear. Each policy of insurance shall contain a standard mortgagee clause in favor of each First Lienor of a Condominium which shall provide that the loss, if any, thereunder shall be payable to such First Lienor, as its interest may appear, subject, however, to the loss payment provisions in favor of the Association hereinafter set forth. All policies of insurance against damage to the Building(s) and fixtures shall provide that losses shall be payable to and adjusted with the Association, as attorney-in-fact for the Owners. The Association shall hold and apply the proceeds of such insurance as set forth in this Declaration. No policy of insurance against damage to the Building(s) and fixtures shall include coverage for alternate accommodations which may be necessitated by such damage, unless the board of directors of the Association, in its sole discretion determines otherwise. Each insurance policy shall provide that no cancellation thereof may be made by the insurance carrier without having first given 30 days' prior written notice thereof to the Association, the Owners and all First Lienors. Each insurance policy also shall provide that in case of violation of any provision thereof by one or more (but less than all) of the Owners, the coverage of such policy shall be suspended or invalidated only as to the interest of the Owner or Owners committing the violation and not as to the interest of any other Owner. All policies of physical damage insurance shall contain waivers of subrogation and of any defense based on co-insurance. Duplicate originals of all policies of physical damage insurance and of all renewals therefor, together with proof of payment of premiums, shall be delivered to all First Lienors requesting the same in writing at least ten days prior to expiration of the then current policies.

(d) The maximum replacement value of the Building(s), without deduction for depreciation, shall be determined by the Association prior to obtaining any policy of fire insurance or any renewal thereof by means of one or more written appraisals made by one or more competent insurance companies; however, appraisals need not be obtained more frequently than at three-year intervals. Copies of such appraisals shall be furnished to each Owner and each First Lienor of a Condominium requesting the same in writing.

(e) Each Owner of a Unit shall be responsible for all insurance covering loss or damage to personal property in his Condominium and liability for injury, death or damage occurring inside his Unit. Any such policy shall contain waivers of sub-

rogation and shall be so written that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished thereby.

14. Appointment of Attorney-in-Fact. Each Owner by his signature below or by acceptance of a deed or other conveyance vesting in him an interest in a Condominium Unit does irrevocably constitute and appoint (a) the Association with full power of substitution as his true and lawful attorney in his name, place and stead to deal with such interest upon damage to or destruction, obsolescence or condemnation of the Building as hereinafter provided, and (b) Declarant with full power of substitution as his true and lawful attorney in his name, place, and stead to deal with such interest; with full power, right and authorization to execute, acknowledge and deliver any contract, deed, proof of loss, release or other instrument affecting the interest of such Owner, and to take any other action, which the Association or Declarant may consider necessary or advisable to give effect to the provisions of this Declaration. If requested to do so by the Association or Declarant, each Owner shall execute and deliver a written instrument confirming such appointment. The action of the Association in settling any damage or condemnation claim shall be final and binding on all Owners. No Owner shall have any rights against the Association or any of its officers or directors with respect thereto except in the case of fraud or gross negligence.

15. Damage or Destruction. In case of damage or destruction of any Building or any part thereof by any cause whatever:

(a) If any Building or any part thereof is damaged or destroyed by any cause whatever and, in the reasonable judgment of the Association, the proceeds of insurance shall be sufficient to pay all the costs of repairing and restoring said Building(s), the Association (as attorney-in-fact for the Owners) shall cause said Building(s) to be repaired and restored, applying the proceeds of insurance for that purpose.

(b) If any Building or any part thereof is damaged or destroyed by any cause whatever, and in the reasonable judgment of the Association the anticipated proceeds of insurance are not sufficient to pay the costs of repairing and restoring the Building(s), and if the excess of such costs over the anticipated insurance proceeds, is less than 25 percent of the maximum replacement value last determined under Section 13(c), then the Association (as attorney-in-fact for the Owners) shall promptly cause said Building(s) to be repaired and restored, and the difference between the insurance proceeds and the costs of repair and restoration shall be an expense of the Owners of Units in such Building, and shall be assessed to and paid by such Owners in an amount equal to (i) the excess of such costs multiplied by (ii) a fraction, the numerator of which shall be the particular Owner's Sharing Ratio, and the denominator of which shall be the total of

all Sharing Ratios of Owners of all Units in the damaged Building.

(c) If any Building or any part thereof is damaged or destroyed by any cause whatever, and in the reasonable judgment of the Association the anticipated proceeds of insurance are not sufficient to pay the costs of repairing and restoring any damaged Building(s), and if the excess of such costs over the anticipated insurance proceeds is 25 percent or more of the maximum replacement value last determined under Section 13(c), then (unless within 100 days after the date of such damage or destruction a plan for repairing and restoring the Building(s) shall be approved by the Owners of Units in such Building(s) owning 80 percent or more of the total interests in General Common Elements appurtenant to Units in such Building(s) and by all First Lienors of such Units), the Association (as attorney-in-fact for the Owners of Units in such Building(s)) shall execute and record in the County, a notice of such facts, and thereafter shall sell that portion of the Premises on which such Building is located (including the Building(s) and all other improvements located thereon) together with reasonable easements for ingress and egress, if required and as designated by the Association, free and clear of the provisions of this Declaration and the Map, which shall wholly terminate and expire with respect to that portion of the Premises upon which the effected Building(s) lie, upon the closing of such sale. This Declaration and the Map, however, shall remain in full force and effect with respect to the balance of the Premises and all other Buildings and improvements, and the Sharing Ratios appurtenant to all Units in the Building sold free and clear of this Declaration, such increase to be allocated proportionately among the remaining Units in accordance with their relative Sharing Ratios.

(d) The proceeds of insurance and the proceeds of such sale of a portion of the Premises shall be collected by the Association, applied first to the payment of costs and expenses of the sale, and then divided among the Owners of Condominium Units within the effected Building(s), and paid into separate accounts, each representing one Condominium Unit. The insurance proceeds shall be divided according to such Owners' respective percentage interest therein as shown by the insurance policies, if so shown, otherwise according to the fraction described in Section 15(b)(ii) above. The proceeds of sale shall be divided according to the fraction described in Section 15(b)(ii) above. The funds in each account (without contribution from one account to another) shall be applied by the Association for the following purposes in the order indicated: (i) for payment of the balance of the lien of any first mortgage or deed of trust on the Condominium; (ii) for payment of taxes and special assessment liens in favor of an any assessing entity; (iii) for payment of unpaid Common Expenses; (iv) for payment of junior liens and encumbrances in the order of and to the extent of their priority; and (v) the balance remaining, if any, shall be paid to the Owner. The provisions of this paragraph shall not be construed as limiting in any way the right

of a First Lienor (in case the proceeds allocated under (i) above shall be insufficient to pay the indebtedness secured by his lien) to assert and enforce the personal liability for such deficiency of the person or persons responsible for payment of such indebtedness.

(e) If within 100 days after the date of such damage or destruction a plan for repairing and restoring the damaged or destroyed Building(s) shall be approved by the Owners of 80 percent or more of the total interests in General Common Elements appurtenant to Units in such Building(s) and by all First Lienors holding liens on such Units, the Association (as attorney-in-fact for such Owners) shall promptly cause such repairs and restoration to be made according to such plan. All Owners of Units in such Building(s) (and no others) shall be bound by the terms of such plan, and the difference, if any, between the amount of the insurance proceeds and the costs of repair and restoration shall be an expense of such Owners only and shall be assessed to and paid by such Owners in proportions equal to their respective Sharing Ratios in the same manner set forth in Section 15(b)(ii) above.

(f) If the damage or destruction to one or more Buildings within the Project is such that a sale of said Buildings in accordance with Section 15(c) hereof is likely, and if such sale would involve a portion of the Project only and the part remaining would be insufficient for continuation of the activities carried on within the Project prior to such sale, the Association (as attorney-in-fact for the Owners) shall execute and record in the County, a notice of such facts, and thereafter shall sell the Project, free and clear of the provisions of this Declaration and the Map, which shall wholly terminate and expire upon the closing of such sale. The proceeds of insurance and the proceeds of such sale or sales, shall be collected, applied and divided among the Owners by the Association in the manner provided in Section 15(d).

(g) Nothing contained in this Section shall be construed as imposing any liability whatever on any First Lienor to pay all or any part of the costs of repair or restoration.

16. Obsolescence.

(a) If at any time Owners of 80 percent or more of the total interest in General Common Elements appurtenant to Units in any Building and all First Lienors of such Units shall agree that such Building has become obsolete and shall approve a plan for its renovation or restoration, the Association (as attorney-in-fact for the Owners) shall promptly cause such renovation or restoration to be made according to such plan. All Owners of Units in such Building shall be bound by the terms of such plan, and the costs of the work shall be an expense of the Owners of such Building only and shall be assessed and paid by such Owners in an

amount equal to the cost of the work performed multiplied by a fraction, the numerator of which shall be such Owner's Sharing Ratio and the denominator shall be the total of all Sharing Ratios of Owners in such Building. No Owner of a Condominium Unit in any other Building shall be required to pay any of the costs of such renovation or restoration on account of such ownership.

(b) If at any time the Owners of 80 percent or more of the total interests in General Common Elements and all First Lienors shall agree that any of the improvements constituting General Common Elements have become obsolete and shall approve a plan for their renovation or restoration, the Association (as attorney-in-fact for the Owners) shall promptly cause such renovation or restoration to be made according to such plan. All Owners shall be bound by the terms of such plan, and the costs of the work shall be a Common Expense, to be assessed and paid as provided in Section 12.

(c) If at any time the Owners of 100 percent of the interests in a Limited Common Element and all First Lienors of Condominium Units to which such Limited Common Element is appurtenant, shall agree that any of the improvements constituting such Limited Common Element has become obsolete and shall approve a plan for its renovation and restoration, the Association (as attorney-in-fact for such Owners) shall promptly cause such renovation or restoration to be made according to such plan. Such Owners shall be assessed and shall pay the cost of the work in proportion with such Owners' Sharing Ratios.

(d) If at any time the Owners of 80 percent or more of the total interests in General Common Elements and all First Lienors shall agree that the Buildings have become obsolete and should be sold, the Association (as attorney-in-fact for the Owners) shall promptly record in the real estate records of the County a notice of such facts, and shall sell the entire Premises, free and clear of the provisions of this Declaration and the Map, which shall wholly terminate and expire upon the closing of such sale. The proceeds of such sale shall be collected, applied and divided among the Owners by the Association in the manner provided in Section 15(d).

17. Condemnation.

(a) If the entire Project shall be taken for any public or quasi-public use, under any statute, by right of eminent domain or by purchase in lieu thereof, or if all or any material part of all of the Buildings shall be so taken, or if any part of the Premises shall be so taken and the part remaining shall be insufficient for purposes of the Project, as determined by the Association, the Association (as attorney-in-fact for the Owners) shall collect the award made in such taking and shall sell the part of the Premises remaining after the taking, if any, free and clear of

the provisions of this Declaration and the Map. Such provisions shall wholly terminate and expire upon the recording of a notice by the Association setting forth all of such facts. The award and the proceeds of such sale, if any, shall be collected, applied and divided among the Owners by the Association in the manner provided in Section 15(d).

(b) If all or any material part of one or more, but less than all, of the Buildings shall be taken, but the remaining part of the Premises shall be sufficient for the purposes of the Project with respect to the remaining Buildings, as determined by the Association, the Association (as attorney-in-fact for the Owners) shall collect the award made in such taking and shall sell the part of the Premises underlying the Building(s) taken free and clear of the provisions of this Declaration and the Map, which shall wholly terminate and expire with respect to such portion of the Premises upon the closing of such sale. If necessary, as shall be determined by the Association, such sale shall include a grant of reasonable easements for ingress and egress. The award and the proceeds of such sale, if any, shall be collected, applied and divided by the Association among the Owners of Condominium Units in the Buildings taken in the manner provided in Section 15(d). This Declaration and the Map, however, shall remain in full force and effect with respect to the balance of the Premises, and the percentage interests in General Common Elements appurtenant to all Units remaining subject to this Declaration shall automatically be increased by the amount of the interests in General Common Elements appurtenant to all Units in the Buildings sold free and clear of this Declaration, such increase to be allocated proportionately among the remaining Units in accordance with their relative interests in General Common Elements.

(c) If the taking set forth in Section 17(b) shall be partial only, if no material part of any Building shall be taken, and if the remaining part of the Premises shall be sufficient for the purposes of the Project, as determined by the Association, the Association (as attorney-in-fact for the Owners) shall collect the award and shall promptly and without delay cause the balance of the Premises not so taken to be restored as nearly as possible to its condition prior to the taking, applying the award to that purpose. Any part of the award not required for such restoration shall be divided by the Association and distributed among the Owners in accordance with their Sharing Ratios. If the award is not sufficient to satisfactorily restore the Premises, upon the written approval of Owners having the right to vote 80 percent or more of the total votes of all Owners of Condominium Units, the Board shall levy a special assessment in an amount sufficient to complete restoration of the Premises.

18. Transactions with Declarant. All transactions between the Association and Declarant or any of its affiliates whereby Declarant or such affiliate is to provide goods and services to

the Association or the Condominium Project shall be on terms comparable to similar transactions in similar areas.

19. Quality of Work. Any repairs, renovation or restoration of the Building by the Association as attorney-in-fact for the Owners shall be done in such manner as to make the Building at least as valuable after such work as it was immediately before the occurrence requiring the work to be done.

20. Amendment or Revocation. This Declaration may be (a) amended or revoked upon the written approval in recordable form of Owners having the right to vote 80 percent or more of the total votes of all Owners of Condominium Units, and First Lienors holding liens on Units to which 80 percent of the total votes of all Units appertain; (b) amended by Declarant recording one or more Supplemental Declarations in conjunction with the filing of one or more Supplemental Maps in accordance with Section 3(d) hereof; or (c) amended by Declarant recording a final Supplemental Declaration in accordance with Section 3(e) hereof. Declarant reserves the right to amend all or any part of this Declaration to such an extent and with such language as may be requested by the Federal Housing Administration ("FHA") or the Veterans Administration ("VA") and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this Declaration for purposes of financing the purchase of a Unit, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Unit. Any such amendment shall be effected by the recordation, by Declarant, of a Certificate of Amendment duly signed by or on behalf of Declarant, specifying the federal, state or local governmental agency or the federally chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. Recordation of such a Certificate shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Certificate, when recorded, shall be binding upon all of the Project and all persons having an interest therein. The Declaration shall be revoked in its entirety or with respect to any Building(s) within the Project, upon the sale of said Building(s), pursuant to Sections 15(c), 15(f), 16(d) or 17(b). Notwithstanding anything to the contrary set forth herein, however, any amendment proposing a modification of ownership of the General Common Elements established by this Declaration or any Supplemental Declaration, except any modification made pursuant to Section 3 or necessitated by Section 17(b) hereof, may only be made upon the written approval of 100 percent of all Owners and First Lienors.

21. Personal Property.

(a) The Association may acquire and hold for the use and benefit of all the Owners, real, tangible and intangible personal

property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Owners in the same proportion as their respective interests in the General Common Elements and shall not be transferable except with a transfer of a Condominium. A transfer of a Condominium shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the other Owners, in accordance with the rules and regulations adopted by the Association. The transfer of title to a Condominium under foreclosure shall entitle the purchaser to the beneficial interest in such personal property associated with the foreclosed Condominium.

(b) The Association may acquire and hold for the use and benefit of all Owners of Condominium Units, personal property related to any Recreational Facilities which may be constructed on the Real Property and may dispose of the same by sale or otherwise and the beneficial interest in any such property shall be owned by the Owners in the same proportion as said Owners would be responsible for payment of Common Expenses in accordance with Section 12(a) hereof. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each Owner of a Condominium Unit may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners, in accordance with the rules and regulations adopted by the Association. The transfer of title to a Condominium Unit under foreclosure shall entitle the purchaser to the beneficial interest in such personal property associated with the foreclosed Condominium.

(c) The board of directors of the Association may enter into contracts, leases and agreements related to the use, operation, management and maintenance of any recreational facilities which may become part of the Project.

22. Registration by Owner of Mailing Address. Each Owner shall register his mailing address with the Association, and except for monthly statements and other routine notices, all other notices or demands intended to be served upon an Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Association shall be sent certified mail, postage prepaid, to the address of the Association as designated in the bylaws of the Association.

23. Duration of Condominium Ownership. The separate estates created by this Declaration, the Map and any supplements or amendments thereto, shall continue until this Declaration shall be

revoked or until its provisions shall terminate as provided herein.

24. Architectural Control.

(a) No exterior addition to or change or alteration to the Building shall be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant (for so long as Declarant continues to be the Class B member of the Association as set forth in the Articles and Bylaws thereof) and the board of directors of the Association or by an architectural committee composed of three or more representatives appointed by the board of directors of the Association.

(b) After receiving the approval of the board of directors of the Association, the Owner required to obtain such approval shall thereafter obtain all other approvals as may be required by any governmental or quasi-governmental body having jurisdiction over the Condominium Project.

(c) Notwithstanding the provisions of Section 24(a) and (b) above, Declarant, its assigns or successors in interest in Units 102 and 103 shall have the right to modify said units structurally so that they may be joined as one unit and so that the existing carports may be enclosed. In the event the units are so modified, each shall continue to be assessed by the Association as separate units and the Sharing Ratio of each Unit shall remain unchanged.

25. General Reservations. Declarant reserves (a) the right to dedicate any access roads and streets serving this Condominium Project for and to public use and the right to grant the District a road easement with respect thereto; (b) the right to enter into, establish, execute, amend and otherwise deal with contracts and agreements for the use, lease, construction, repair, maintenance or regulation of parking and/or any recreational facilities, which may or may not be a part of the Project, for the benefit of the Owners and/or the Association; (c) the right to grant, convey, sell, establish, amend, release and otherwise deal with easements, reservations, exceptions and exclusions which do not materially interfere with the Condominium ownership of the Condominium Project or with the best interests of the Owners and/or the Association including, but not limited to, Road Easements, Pedestrian Easements and Emergency Access Easements; and (d) the right to grant easements to any public or private company providing telephone or other telecommunication service to the Project in and to that portion of the Project containing facilities for telecommunications equipment, including but not limited to telecommunications conduit and service boxes.

26. Association Membership. The responsibility for operation of the Project and assessment of Owners was originally vested in Silver Pick at Purgatory Condominium Association, Inc. (the "Original Association"), a Colorado nonprofit corporation of which each Owner was a member as of the date upon which such Owner purchased a Unit. From and after the date of recordation of this Declaration (a) all such operations of the Project and assessments of Owners provided for herein shall be the responsibility of the Association, and the Original Association shall have no rights or responsibilities arising from future operations of the Project, (b) each Owner shall automatically become a member of the Association, and shall be entitled to the rights and subject to the duties, responsibilities and obligations set forth herein and in the Association's Articles and Bylaws, and (c) no Owner shall have any responsibility to the Original Association for any liability arising from the operation of the Project from and after the date of recordation of this Declaration. Nothing herein shall release any Owner from any obligations arising from the operation of the Project prior to the date of recordation of this Declaration.

27. Limit on Timesharing. No owner of any Unit shall offer or sell any interest in such Unit under a "timesharing " or "interval ownership" plan, or any similar plan without the specific prior written approval of the board of directors of the Association and Declarant (for so long as Declarant continues to exist as the Class B member of the Association in accordance with Article VI 1(c) of the Articles).

28. General.

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

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

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

(d) This Declaration may be executed in two or more counterparts or counterpart signature pages, each of which shall be deemed an original and all of which together shall constitute one instrument.

(e) Declarant may assign and convey all, but not less than all, of its right, title and interest as Declarant herein to another entity or person by an instrument to that effect duly recorded in the La Plata County, Colorado records. Upon the recording of said instrument, the entity or person to whom the rights of Declarant have been conveyed shall accede to all the rights and privileges of Declarant under the Declaration and the conveying Declarant have no further rights, obligations or duties whatsoever under this Declaration or in or to the Project.

IN WITNESS WHEREOF, Declarant and each of the undersigned Owners have duly executed this Declaration as of the date set forth below each of their signatures hereon.

SILVER PICK OF COLORADO, 1989, INC.,
a Colorado corporation

ATTEST:

[Signature]
Secretary

By: [Signature]
President

Date: December 5, 1989

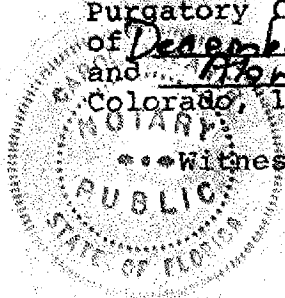
STATE OF FLORIDA)

) ss.
)

County of Orange

The foregoing Amended and Restated Condominium Declaration and Covenants, Conditions and Restrictions for Silver Pick at Purgatory Condominiums was acknowledged before me this 5th day of December, 1989 by Don Huber, as President and Thor Thomas, as Secretary of Silver Pick of Colorado, 1989, Inc., a Colorado corporation.

Witness my hand and official seal.



[Signature]
Notary Public

My commission expires: 2/15/91

SILVER CENTER OF SILVER PICK, 1989, INC.,
a Colorado corporation

ATTEST:

[Signature]
Secretary

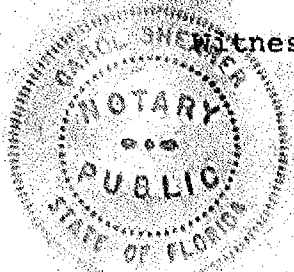
By: [Signature]
President

Date: December 5, 1989

STATE OF FLORIDA)
County of Orange) ss.
)

The foregoing Amended and Restated Condominium Declaration and Covenants, Conditions and Restrictions for Silver Pick at Purgatory Condominiums was acknowledged before me this 5th day of December, 1989 by Dan Huber, as President and Alan Thomas, as Secretary of Silver Center of Silver Pick, 1989, Inc., a Colorado corporation.

Witness my hand and official seal.



[Signature]
Notary Public

My commission expires: 2/15/91

LAND AT SILVER PICK, INC.,
a Colorado corporation

ATTEST:

Secretary

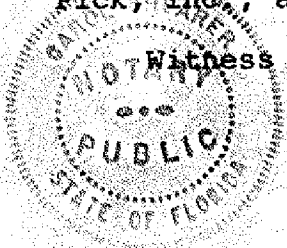
By: [Signature]
President

Date: December 5, 1989

STATE OF FLORIDA)
) ss.
County of Orange)

The foregoing Amended and Restated Condominium Declaration and Covenants, Conditions and Restrictions for Silver Pick at Purgatory Condominiums was acknowledged before me this 5th day of December, 1989 by Dan Huber, as President and Alan Thomas, as Secretary of Land at Silver Pick, Inc., a Colorado corporation.

Witness my hand and official seal.



Carol Shearer
Notary Public

My commission expires: 2/15/91

JOINDER TO AMENDED AND RESTATED
CONDOMINIUM DECLARATION

OWNERS OF UNIT 101
Gary Roark

Date: 11/17/89
GARY ROARK

Date: _____

STATE OF Mass)
COUNTY OF Saylor) ss.

The foregoing Amended and Restated Condominium Declaration and Covenants, Conditions and Restrictions for Silver Pick at Purgatory Condominiums was acknowledged before me this 17 day of November, 1989 by Gary Roark



Witness my hand and official seal.

Minell Couch
Notary Public

My commission expires: 8-9-93

JOINDER TO AMENDED AND RESTATED
CONDOMINIUM DECLARATION

OWNERS OF UNIT 104

[Handwritten Signature]

MARK A. BUONO

Date: 10-16-89

[Handwritten Signature]

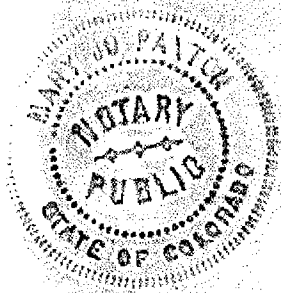
CYNTHIA R. BUONO

Date: _____

STATE OF COLORADO)
COUNTY OF La Plata) ss.

The foregoing Amended and Restated Condominium Declaration and Covenants, Conditions and Restrictions for Silver Pick at Purgatory Condominiums was acknowledged before me this 16th day of October, 1989 by

Witness my hand and official seal.



[Handwritten Signature]

Notary Public

MY COMMISSION EXPIRES
JULY 21, 1993

My commission expires: _____

JOINDER TO AMENDED AND RESTATED
CONDOMINIUM DECLARATION

OWNERS OF UNIT 105
E Marco Cueta

Date: Oct 9, 1989

Jamir Cueta

Date: Oct. 9, 1989

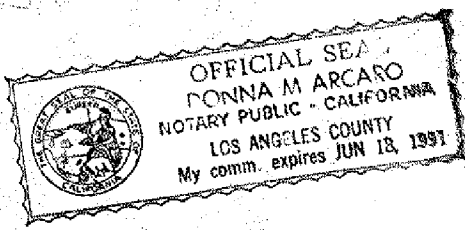
STATE OF California
COUNTY OF Los Angeles ss.

The foregoing Amended and Restated Condominium Declaration and Covenants, Conditions and Restrictions for Silver Pick at Purgatory Condominiums was acknowledged before me this 10th day of October, 1989 by

Witness my hand and official seal.

Donna M. Arcaro
Notary Public

My commission expires: June 10, 1991



JOINDER TO AMENDED AND RESTATED
CONDOMINIUM DECLARATION

OWNERS OF UNIT 108

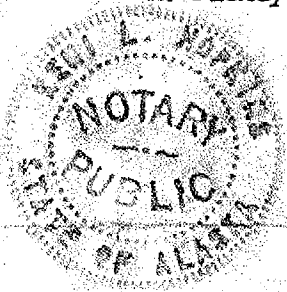
Douglas B. Dickey
Date: 11/13/89

Jeanne H. Dickey
Date: 11-13-89

STATE OF ALASKA)
THIRD JUDICIAL) SS.
COUNTY OF DISTRICT)

The foregoing Amended and Restated Condominium Declaration and Covenants, Conditions and Restrictions for Silver Pick at Purgatory Condominiums was acknowledged before me this 13th day of November, 1989 by Douglas B. Dickey and Jeanne H. Dickey

Witness my hand and official seal.



Keni L. Hopkins
Notary Public

My commission expires: 1-14-93

JOINDER TO AMENDED AND RESTATED
CONDOMINIUM DECLARATION

OWNERS OF UNIT 201

Paula S. Painter
PAULA S. PAINTER
Date: October 13, 1989

Date: _____

STATE OF New Mexico)
COUNTY OF Bernalillo) ss.

The foregoing Amended and Restated Condominium Declaration and Covenants, Conditions and Restrictions for Silver Pick at Purgatory Condominiums was acknowledged before me this 13TH day of OCTOBER, 1989 by

Witness my hand and official seal.



OFFICIAL SEAL
JERRY G. HANKS
NOTARY PUBLIC - STATE OF NEW MEXICO
Notary Bond Filed with Secretary of State
My Commission Expires 19 May 92

Jerry G. Hanks
Notary Public

My commission expires: _____

JOINDER TO AMENDED AND RESTATED
CONDOMINIUM DECLARATION

OWNERS OF UNIT 202
JOYCE L. GLORE

X Joyce L. Glore

Date: X 9-26-89

Date: _____

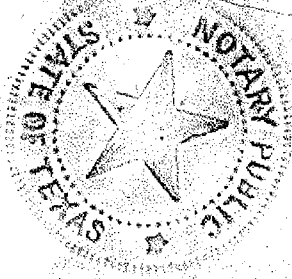
STATE OF X TEXAS)
COUNTY OF X HAYS) ss.

The foregoing Amended and Restated Condominium Declaration and Covenants, Conditions and Restrictions for Silver Pick at Purgatory Condominiums was acknowledged before me this X 26th day of X September, 1989 by

Witness my hand and official seal.

X Diane LaCaze
Notary Public

My commission expires: X 4-9-90

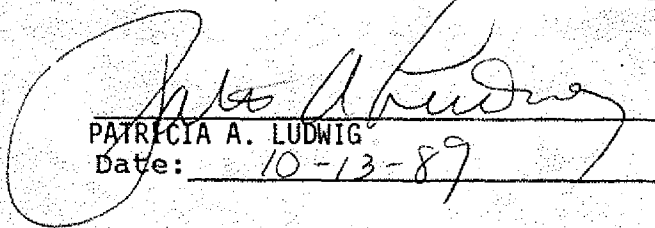


JOINDER TO AMENDED AND RESTATED
CONDOMINIUM DECLARATION

OWNERS OF UNIT 203


RICHARD R. RUSSELL

Date: 10-13-89


PATRICIA A. LUDWIG

Date: 10-13-89

STATE OF Colorado)
COUNTY OF La Plata) ss.

The foregoing Amended and Restated Condominium Declaration and Covenants, Conditions and Restrictions for Silver Pick at Purgatory Condominiums was acknowledged before me this 13th day of October, 1989 by

Witness my hand and official seal.


Notary Public

My commission expires: MY COMMISSION EXPIRES
JULY 21, 1990



JOINDER TO AMENDED AND RESTATED
CONDOMINIUM DECLARATION

OWNERS OF UNIT 204
JAMES J. FRANCAZAK

X James J. Franczak

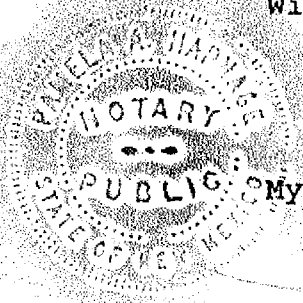
Date: X 27 September 1989

Date: _____

STATE OF New Mexico)
COUNTY OF Bernalillo) ss.

The foregoing Amended and Restated Condominium Declaration and Covenants, Conditions and Restrictions for Silver Pick at Purgatory Condominiums was acknowledged before me this 27th day of September, 1989 by James J. Franczak

Witness my hand and official seal.



Pamela A. Harp
Notary Public

My commission expires: X 3-20-93

590363

JOINDER TO AMENDED AND RESTATED
CONDOMINIUM DECLARATION

OWNERS OF UNIT 206
Charles L. Bump

Charles L. Bump

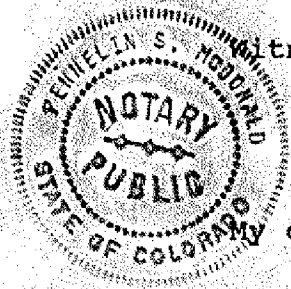
Date: 27 Sept 89

Date: September 27, 1989

STATE OF Colorado)
COUNTY OF La Plata) ss.

The foregoing Amended and Restated Condominium Declaration and Covenants, Conditions and Restrictions for Silver Pick at Purgatory Condominiums was acknowledged before me this 27th day of September, 1989 by Charles L. Bump

Witness my hand and official seal.



Pennekin S. McDonald
Notary Public

commission expires: April 28, 1991

JOINDER TO AMENDED AND RESTATED
CONDOMINIUM DECLARATION

OWNERS OF UNIT 210

Shawn P. Finnerty

SHAWN P. FINNERTY

Date: 10/16/89

Date: _____

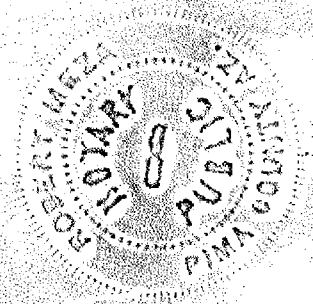
STATE OF Arizona)
COUNTY OF Maricopa) ss.

The foregoing Amended and Restated Condominium Declaration and Covenants, Conditions and Restrictions for Silver Pick at Purgatory Condominiums was acknowledged before me this 16th day of October, 1989 by

Witness my hand and official seal.

Robert Meza
Notary Public

My commission expires: My Commission Expires Oct. 31, 1992



JOINDER TO AMENDED AND RESTATED
CONDOMINIUM DECLARATION

OWNERS OF UNIT 212
JOHN S. BARBOUR

John S. Barbour

Date: X 9-28-89

Date: _____

STATE OF X Arizona)
COUNTY OF X Pima) ss.

The foregoing Amended and Restated Condominium Declaration and Covenants, Conditions and Restrictions for Silver Pick at Purgatory Condominiums was acknowledged before me this 28th day of September, 1989 by John S. Barbour

Witness my hand and official seal.

John S. Barbour
Notary Public

My commission expires: X My Commission Expires Oct. 31, 1991



JOINDER TO AMENDED AND RESTATED
CONDOMINIUM DECLARATION

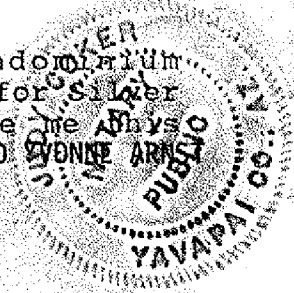
OWNERS OF UNIT 215

Dean Bowen Joan Bowen
DEAN BOWEN JOAN BOWEN
Date: 1-29-90

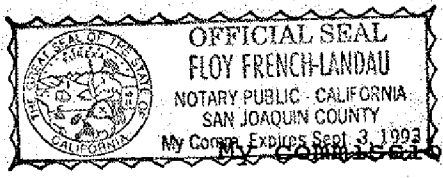
Robert Arnst Yvonne Arnst
ROBERT ARNST YVONNE ARNST
Date: 1-29-90

STATE OF ARIZONA)
) ss.
COUNTY OF Yavapai)

The foregoing Amended and Restated Condominium Declaration and Covenants, Conditions and Restrictions for Silver Pick at Purgatory Condominiums was acknowledged before me this 29th day of January, ~~XXXX~~ 1990 by ROBERT ARNST AND YVONNE ARNST



Witness my hand and official seal.



Floy French-Landau
Notary Public
My Commission Expires Sept. 30, 1993

STATE OF CALIFORNIA)
) ss:
COUNTY OF San Joaquin)

The foregoing Amended and Restated Condominium Declaration and Covenants, Conditions and Restrictions for Silver Pick at Prugatory Condominiums was acknowledged before me this 26th day of January, 1990 by DEAN BOWEN AND JOAN BOWEN.

Witness my hand and official seal.
My Commission Expires: 9-3-93

Floy French-Landau
NOTARY PUBLIC

**JOINDER TO AMENDED AND RESTATED
CONDOMINIUM DECLARATION**

OWNERS OF UNIT 301

SEE EXHIBIT "A" FOR SIGNATURES

Date: _____


Date: _____

STATE OF Mo)
COUNTY OF Jackson) ss.

The foregoing Amended and Restated Condominium Declaration and Covenants, Conditions and Restrictions for Silver Pick at Purgatory Condominiums was acknowledged before me this 12 day of October, 1989 by MAURICE A. RUSSELL, JANET G. SMITH TOM A. SMITH, C. C. FRANKLIN AND ELAINE B. FRANKLIN.

Witness my hand and official seal.

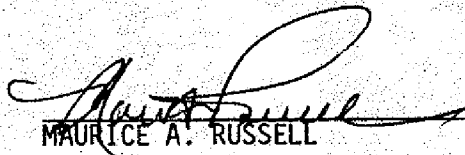
Marcia Ann Eagan
Notary Public

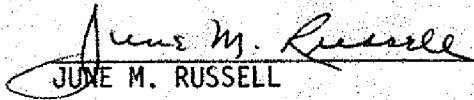


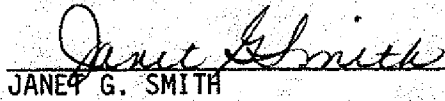
My commission expires: May 28, 1990

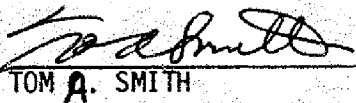
MARCIA ANN EAGAN
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires May 28, 1990


EXHIBIT " A "



MAURICE A. RUSSELL PURCHASER


JUNE M. RUSSELL PURCHASER


JANET G. SMITH PURCHASER


TOM A. SMITH PURCHASER


C. C. FRANKLIN PURCHASER


ELAINE B. FRANKLIN PURCHASER

JOINDER TO AMENDED AND RESTATED
CONDOMINIUM DECLARATION

OWNERS OF UNIT 303

Donald D. Chavez
 DONALD D. CHAVEZ

Date: OCTOBER 3, 1989

Seraldine J. Chavez
 SERALDINE J. CHAVEZ

Date: OCTOBER 3, 1989

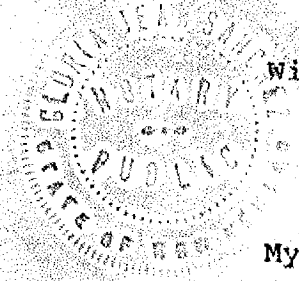
STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

The foregoing Amended and Restated Condominium Declaration and Covenants, Conditions and Restrictions for Silver Pick at Purgatory Condominiums was acknowledged before me this 3RD day of OCTOBER, 1989 by

Witness my hand and official seal.

Shirley Jean Sanchez
Notary Public

My commission expires: 3-9-91



JOINDER TO AMENDED AND RESTATED
CONDOMINIUM DECLARATION

OWNERS OF UNIT 308

Russell L. Reid
RUSSELL L. REID

Date: 11/9/89

Donald L. Reid, Sr.
DONALD L. REID, SR.

Date: 11-9-89

STATE OF FLORIDA)
) ss.
COUNTY OF ORANGE)

The foregoing Amended and Restated Condominium Declaration and Covenants, Conditions and Restrictions for Silver Pick at Purgatory Condominiums was acknowledged before me this 9TH day of NOVEMBER, 1989 by Russell L. Reid and Donald L. Reid, Sr.

Witness my hand and official seal.

[Signature]
Notary Public
State of Florida at Large
My Commission Expires Mar. 20, 1992

My commission expires: _____

JOINDER TO AMENDED AND RESTATED
CONDOMINIUM DECLARATION

OWNERS OF UNIT 310
JERRY G. HANKS

X Jerry G. Hanks
Date: X 9/27/89

Date: Sept. 27, 1989

STATE OF X New Mexico
COUNTY OF X Bernalillo) ss.

The foregoing Amended and Restated Condominium Declaration and Covenants, Conditions and Restrictions for Silver Pick at Purgatory Condominiums was acknowledged before me this X 27 day of X September, 1989 by

Witness my hand and official seal.

X Carol Markey
Notary Public

My commission expires: X April 1, 1993



OFFICIAL SEAL
CAROL MARKEY
NOTARY PUBLIC - STATE OF NEW MEXICO
Notary Bond Filed With Secretary of State

My Commission Expires 4-1-93

JOINDER TO AMENDED AND RESTATED
CONDOMINIUM DECLARATION

OWNERS OF UNIT 311

T. Roy Chan

X T. Roy Chan O.D.

Date: X 9-28-89

Jo Ann Chan

Jo Ann Chan

Date: 9-28-89

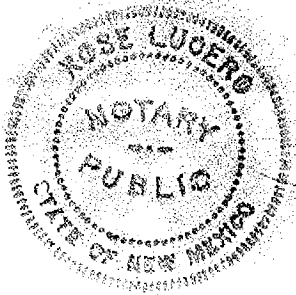
STATE OF NEW MEXICO)
COUNTY OF SANTA FE) SS.

The foregoing Amended and Restated Condominium Declaration and Covenants, Conditions and Restrictions for Silver Pick at Purgatory Condominiums was acknowledged before me this 28 day of SEPTEMBER, 1989 by T. ROY AND JO ANN CHAN

Witness my hand and official seal.

Rose Lucero
Notary Public

My commission expires: X 9/21/91



590363

JOINDER TO AMENDED AND RESTATED
CONDOMINIUM DECLARATION

OWNERS OF UNIT 312
WILLIAM C. WOOD

X *William C. Wood*
Date: X 26 Sept 89

Date: _____

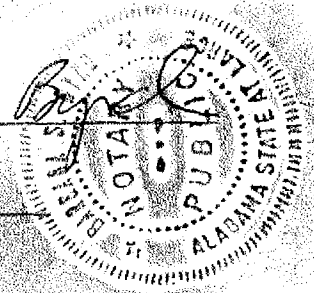
STATE OF X AL)
COUNTY OF X JEFF) ss.

The foregoing Amended and Restated Condominium Declaration and Covenants, Conditions and Restrictions for Silver Pick at Purgatory Condominiums was acknowledged before me this 26 day of September, 1989 by

Witness my hand and official seal.

X *Barbara S. Pope*
Notary Public

My commission expires: X 12-2-91



590363

JOINDER TO AMENDED AND RESTATED
CONDOMINIUM DECLARATION

OWNERS OF UNIT 2314

Robert E. Philo

Date: 10/5/89

Sherry Streny

Date: 10/5/89

Comm of
STATE OF Mass)
COUNTY OF Norfolk) ss.

The foregoing Amended and Restated Condominium Declaration and Covenants, Conditions and Restrictions for Silver Pick at Purgatory Condominiums was acknowledged before me this 5 day of October, 1989 by

Witness my hand and official seal.

Clare M. Lennon
Notary Public

My commission expires: 10-30-90

