



Pitkin Creek Park
Condominium Association

Rules & Regulations

**Pitkin Creek Park Condominium Association
Rules and Regulations
Updated August 2021**

TABLE OF CONTENTS

		<u>PAGE #</u>
1	INTRODUCTION	3
2	RENTAL UNITS	4
3	PETS	4
4	SWIMMING POOL AREA	4
5	PARKING	5
6	OUTDOOR PERSONAL PROPERTY	6
7	ARCHITECTURAL CONTROL	7
8	OTHER IMPORTANT ITEMS	8
9	PARKING MAP	12

INTRODUCTION

The following rules and regulations for Pitkin Creek Park Condominium Association were adopted by the Board of Directors in August 1988, updated in June 2002, updated again September 2019, and again in August 2021. Much of the following is a recap of some of the important points from The Condominium Declaration for Pitkin Creek Park Condominiums of 1980.

Adherence to these rules and regulations by owners and renters will help to provide a pleasant and safe living environment for everyone. Your cooperation is greatly appreciated.

Board of Directors
Pitkin Creek Park Condominium Association

Important telephone numbers:

Property Manager:	Rob Steinke	970.476.6864
Emergency Cell Phone		970.390.3296
Asst. Property Manager	Steven Nolte	970.390.3296
Accounting:	Vail Financial Services	970.328.0354

RENTAL UNITS

Owners will ensure that tenants abide by our rules and regulations. We recommend that owners add clauses to leases requiring tenants to adhere to Pitkin rules and regulations. As owners can be fined for tenants' violations, leases should also hold tenants responsible for any fines incurred.

A copy of the lease must be provided to the manager before the tenant may be issues parking permits. **A key must also be kept on file with the Manager for emergency access.** If a problem in your unit arises (such as a water leak), we can often minimize the damage with quick access. All keys are kept in a secure area.

PETS

Renters are not allowed to have pets. It is the owner's responsibility to ensure that their tenants do not have pets. When fines are assessed, owners are responsible. Page 15, paragraph 21 of the condominium declaration states: "No animals, livestock, horses or poultry of any kind shall be kept, raised or bred within any condominium unit or within the general common elements, except that one dog or one cat or one other household animal may be kept by an owner as a household pet so long as such pet is not a nuisance to any other tenant. Pedestrians accompanied by a pet within the general common elements must have said pet under their direct control by use of a leash not to exceed ten feet in length. An owner is responsible for any damage caused by his animal on the project".

No animal shall be tied up outdoors or otherwise left unattended. Owners must prevent their pets from soiling or causing damage to lawns or landscaped areas. Fines may be assessed for violations.

SWIMMING POOL AREA

1. Pool and Jacuzzi hours are 9:00AM to 10:00PM
2. The pool is for the use of owners/renters only. Everyone must have a pool pass with them at all times. If you do not have a pool pass, one can be acquired through the Manager's Office.
3. Food and drink are not allowed in the pool enclosure.
4. No pets are allowed inside the pool enclosure. Remember that pets cannot be tethered on the property; please leave pets at home.
5. Proper pool attire is required in the pool area. Cutoff shorts are not allowed in the pool or jacuzzi.

6. No running or rough play is allowed in the pool area.
7. Every child under 14 must be accompanied by an adult who is either on the pool deck or in the pool.
8. Please be considerate of those living in units near the pool. Music or other noise loud enough to be heard all around the pool area is unacceptable.
9. On cloudy days the pool cover will be left on to conserve heat. Feel free to remove the cover carefully, and replace carefully when finished.
10. Long exposure in the jacuzzi may result in nausea, dizziness or fainting. Please regulate your time in the jacuzzi.
11. Hot water immersion while under the influence of alcohol, narcotics, drugs or medicines may lead to serious consequences and is not recommended.
12. Please remember that the jacuzzi is not a “kiddy” pool. No splashing, playing or water toys are allowed in the jacuzzi.
13. Please turn off the jacuzzi jets and replace the cover when not in use.
14. The management as appropriate will deal with abuse of pool privileges.

PARKING

1. All vehicles are required to have parking permits, which are issued by the manager to owners and to renters when they submit a copy of their lease. The permits are to be affixed to the upper left side of the windshield. All units are allocated one primary and one secondary permit. See the parking map on page 12 for identification of primary and secondary areas.
2. No more than two permits will be issued to any one unit. All other vehicles must be parked on secondary spaces and will be subject to towing if a problem arises with overcrowded lots.
3. Parking in other than designated areas is not allowed. Vehicles parked in fire lanes or in reserved spaces will be towed immediately without notice.

4. Any vehicle parked in front of a trash dumpster will be towed immediately without notice and the owner of the vehicle will be required to pay any related charges levied by the trash or towing company.
5. Periodically, all cars must be moved out of the lots for complete snow removal. Owners/renters are responsible for moving their vehicle after snowfall. Generally, after a snowfall of three inches or more, the plows arrive early in the morning to plow a path down the middle of each lot. They return later in the day to clear the lots. If a vehicle has not been moved to facilitate the snow removal process, the manager may tow the vehicle at the vehicle owner's expense.
6. During the hours of 7 A.M. to 10 P.M., the spaces in front of the commercial areas are reserved for customers and delivery trucks.
7. Trailers, RV's, moving vans, boats, etc. will not be allowed in the parking lots without a special permit from the manager.
8. Performing car repairs in the parking lots is not allowed: inoperable, stored, abandoned or unregistered vehicles must be removed from the project. If Management has vehicles towed, charges will be the responsibility of the owners.
9. In order to park in someone else's assigned spot in their absence, you must have written permission on file with management.

OUTDOOR PERSONAL PROPERTY

In response to a questionnaire distributed to the owners in 1987, the following rules for outdoor areas were determined to help improve the appearance of the project. These are the allowable things to store on a tenant's respective balcony, breezeway or front lawn:

1. Approved patio furniture
2. One cord of firewood
3. Attractive plants (dead plants are not allowed, please dispose of them during autumn months)

4. One gas barbecue grill per unit (please operate grills in a safe manner). Special note: In response to fire department warnings, effective Jan 1, 2002, CHARCOAL GRILLS ARE NO LONGER PERMITTED. MANAGEMENT IS DIRECTED TO REMOVE THESE GRILLS FROM DECKS.
5. Athletic equipment and children's toys must be stored neatly and out of sight.

Storage of firewood or other items in areas outside the limited common elements must be approved in advance by the manager.

You will be asked to remove any items not on the above list which are left outdoors. If the items are not removed by the owner/renter, the manager will remove and dispose of them.

Balconies were designed to support 75 lbs. per square foot. A cord of wood weighs approximately 4,000 lbs. The association will repair damage resulting from overloading a balcony and expenses incurred will be charged to the owner.

Firewood must be stacked neatly and in orderly fashion. It should be stored out of view behind solid walls or decks and be covered with a non-intrusive tarp of neutral color (bright blue is not acceptable, brown or gray is acceptable).

ARCHITECTURAL CONTROL

An architect or engineer should review all interior modifications (including installation of wood burning stoves), since there are load restrictions and firewall regulations to which the modifications must conform. Failure to do so could possibly void our insurance coverage on the building and would leave the owner completely liable should a problem arise. Additionally, the Town of Vail requires a building permit for modifications inside a condominium. If there are questions regarding these regulations, please contact the manager.

The Board of Directors must approve all exterior changes and additions to units and major landscaping projects. This includes the replacement of windows and doors. In order to gain approval, a written proposal must be presented to the Board. It should include a complete description of what type of change is proposed, what materials are to be used, constructions plants, etc.

At the following scheduled Board meeting, the Board will discuss the modification proposal. It is suggested that the owner attend this meeting to clarify any questions, and conditional

approval/disapproval of the proposal will be given. Following this process will help owners avoid costly mistakes.

OTHER IMPORTANT ITEMS

1. **Fireplaces** are designed for a three-log fire; any more than this can result in overheating the chimney and roof. Recognize that the fireplaces were not designed to provide the unit with the majority of its heat. When starting a fire, use only newspaper and kindling since lighter fluid builds up a sizable amount of creosote in the flue and can start a chimney fire. If the fireplace is modified or replaced, an inspection report from the TOWN OF VAIL must be placed on file with the manager. (See the Architectural Control section of the condominium declaration).
2. **Fire extinguishers** are highly recommended for each unit.
3. **Dumpsters**. All trash must be placed inside the dumpsters; the trash company will not take items that are set beside the dumpsters. Boxes should first be flattened before placing them in the dumpsters. Ashes should be three days old before placing them in the ash cans provided for this purpose. Please do not put ashes in the dumpsters. Owners wishing to use dumpsters for construction and remodeling projects must make arrangements for special pickups with the Pitkin Manager. Any extra costs will be assessed to owners.
4. **Snow removal from balconies** is the responsibility of the owner/tenant (please notify your tenant). Please be prompt in removing the snow, since buildup on balconies may cause leaks in the units below. If management must remove your build-up of snow from the balcony and repair charges are incurred, all labor and repair charges will be charged directly to the owner's account.
5. **Flat roofs on buildings 5 and 7**. Nothing is to be placed on these flat roofs, and walking on these roofs is prohibited. These areas were not designed to handle the additional loads, and they are not part of the limited common elements. (All snow removal from these roofs will be performed by the Association).
6. **Cars** should not be left running when parked close to the buildings since hazardous fumes may enter the units.
7. **Home businesses** are not allowed without a permit from the Town of Vail and written approval from the Board.

8. **Quiet hours** are from 9 p.m. to 9 a.m. Stereos, home theater systems and televisions should be kept at an inaudible level from outside your unit during this time. At all times, however, please use common courtesy. Owners and tenants have the right to “quiet enjoyment” of their units. Noise complaints should be directed to the Vail Police.
9. **Repair and Maintenance. Owners are responsible for keeping their own apartments in working order.** Water heaters, toilets, grouting and sealing will get old and need repair or replacement. If a toilet, bath or water heater leaks, causing damage to another unit, the owner of the leaking appliance will be held responsible, and billed for repair work performed.

Per condominium declarations: “each owner shall pay all costs of repairing any damage to the general common elements (including the limited common elements), or to any apartment unit or commercial unit other than his own, resulting from the intentional act or negligence of such owner, his family, agent or invitee.”

10. **Skateboarding and rollerblading** are not permitted on the property.
11. **Satellite Dishes are provided for each building.** The installation of personal satellite dishes is not permitted. Cable TV service is also available. The building manager must approve the addition of any exterior wiring.
12. **Condominium dues** are assessed, in advance, on a monthly basis. Accounts not paid by the 5th of the month will incur late fees, currently \$5 at 30 days, \$15 at 60 days and \$25 at 90 days, as well as a 2% surcharge on overdue amounts. At 90 days, accounts are automatically turned over to our attorneys for collection. These fees are subject to change. Any legal fees incurred will be added to the owner’s account.
13. **If Pitkin Creek Park Condominium Association is required to resort to legal help to enforce Association rules, such costs are automatically passed on to the offending owner.**
14. **The Board of Directors meets on a monthly basis, usually the third Monday of the month, 6PM at the offices of Gore Creek Properties.** Owners are encouraged to bring comments and suggestions to these meetings. Please check with a board member or manager if you plan to attend as dates and times may vary.

15. **Smoking.** Owners/occupants are prohibited from carrying, burning, or otherwise handling or controlling any lit or smoldering product, including, without limitation, cigarettes, cigars, pipes, marijuana smoking or vaping devices (electronic or otherwise), tobacco or other similar smoking or vaping devices (electronic or otherwise), or any similar devices or products in all Pitkin Creek Park common spaces. This includes, but is not limited to, a prohibition on smoking or vaping in the pool and hot tub areas, sidewalks, courtyards, the front of all commercial spaces, and within 15 feet of any common area/commercial building entrance.

In addition to the prohibition set forth above, owners and occupants must understand that smoke or odor can travel from within an apartment unit to all areas of a building. Smoke or odor can travel through the plumbing, electrical systems, through cabinets and closets, ceiling fans, fireplaces, ventilation systems, under doors and through holes in the wall, and through other pathways. When residents smoke or vape in their units or outside on patios and balconies, the smoke or odor can enter through windows and doors, even when they are closed.

Consequently, and mindful of Paragraph 16, below, it is your responsibility as an owner/occupant at Pitkin Creek Park to ensure that your use of any type of smoking or vaping product (whether inside or outside your apartment unit) does not interfere with another owner/occupant's reasonable enjoyment of their home. The governing documents of the community prohibit you from adversely affecting your neighbors with your actions and any unreasonably adverse effects experienced by your neighbors shall be subject to enforcement pursuant to the governing documents of the community.

16. **Nuisance.** Owners/occupants are prohibited from engaging in any activity that would unreasonably affect another owner/occupant's use and enjoyment of their unit or that would constitute a nuisance. A nuisance is an unreasonable, unwarranted, or unlawful use of one's property that invades the use and enjoyment of another's property. This may include a use that creates conditions that are hazardous, noxious, or offensive to neighboring units.

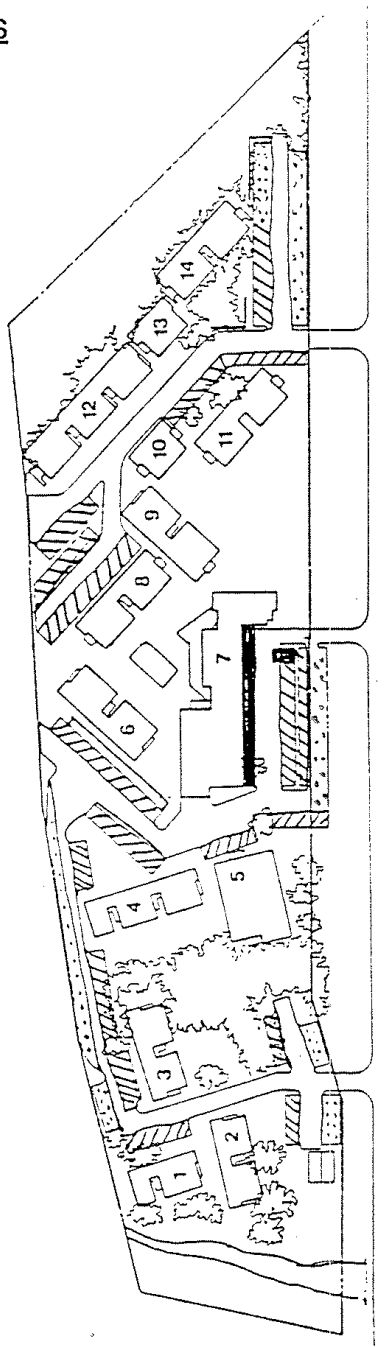
This rule includes, but is not limited to, nuisances created by noise, pets, and smoking or vaping. Smoking or vaping includes, but is not limited to, the use or smoldering of cigarettes, cigars, pipes, marijuana smoking or vaping devices (electronic or otherwise), tobacco or other similar smoking or vaping devices (electronic or otherwise), or any similar devices or products.

17. **Variance Policy.** Any Owner or tenant that seeks to obtain a variance from the application and enforcement of any Association governing document, rule, policy, or any other directive must make a direct request for such variance to the Board and must obtain the prior, express written consent of the Board for such variance before engaging in the varying conduct or activity. At the time of making the request for a variance to the Board, the requesting party shall provide the Board with any and all information relevant to the Board's determination of the request, including, but not limited to, documentation or other written explanations.

18. **Association Crawl Spaces.** If your unit has access to an association owned crawl space, please be aware that this is not your personal property and it does belong to the association. You can use a small portion of this space as temporary storage space but you cannot make any real improvements or living space into them. There are often utilities in these areas and they require access from time to time. If temporary use of this storage space causes any adverse impact or damage to any unit or association property it will be the sole responsibility of the owner using the space.

19. **Minimum Heating.** It shall be the responsibility of every Owner to maintain the heat and accompanying conditions within such Owner's Unit so that the Unit's interior stays at a temperature that is high enough to prevent the freezing of pipes, both individual and common, which pass near or through individual Units and the Common Elements within Pitkin. At a minimum, this Rule requires each Owner to maintain a minimum temperature in such Owner's Unit of NO LESS THAN SIXTY (60) DEGREES FAHRENHEIT from October 1st to May 30th each year. This minimum heating requirement must be met even when the Unit is vacant. Depending on the nature of each Owner's Unit, an Owner may have to take additional steps to be in compliance with this Rule, which may include, but not be limited to, keeping bathroom or other doors open such that heat from the rest of the Unit is able to penetrate into all areas of the Unit and/or installing a WiFi-enabled thermostat to monitor temperatures in the Unit while the Owner is not present at the Unit.

PARKING AREAS



- ⊙ SITE PLAN
- COMMERCIAL PARKING ONLY
 - ▨ PRIMARY PARKING ONLY
 - ⋯ SECONDARY PARKING



ILLEGIBILITY FLASHER

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DEPARTMENT OF ADMINISTRATION

**DIVISION OF STATE ARCHIVES
AND PUBLIC RECORDS**

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DEPARTMENT OF STATE
STATE OF COLORADO

PITKIN CREEK PARK CONDOMINIUM ASSOCIATION

STATE OF COLORADO
DEPT. OF STATE

The undersigned, desiring to establish a nonprofit corporation pursuant to the Colorado Nonprofit Corporation Act, hereby certifies:

1287

ARTICLE I

The name of the corporation shall be: PITKIN CREEK PARK CONDOMINIUM ASSOCIATION.

ARTICLE II

The corporation shall have perpetual existence.

ARTICLE III

(a) Purposes. The objects and purposes of the corporation shall be: (i) to provide for the care, upkeep and supervision of Pitkin Creek Park Condominiums in Eagle County, Colorado (the "Premises"), as further described in a condominium declaration recorded in the Eagle County real property records and all amended and supplemental declarations filed from time to time (the "Declaration") including the general common elements and all recreational facilities maintained thereon from time to time (if any); (ii) to regulate and control the relationships between the owners (the "Owners") of condominium units ("Units") on the Premises in connection with their ownership of the Units; (iii) to provide for the pleasure and recreation of the Owners; and (iv) to promote

1287

the best interests of the Owners for the purpose of securing for them the fullest utilization and enjoyment of the Premises.

(b) Powers. In furtherance of the foregoing purposes, but not otherwise, the corporation (which is sometimes hereinafter called the Association) shall have and may exercise all of the following powers:

1288

(i) Real and personal property. To acquire, by gift, purchase, trade or any other method, own, operate, build, manage, sell, develop, encumber, and otherwise deal in and with real and personal property of every kind and character, tangible and intangible, wherever located, and interests of every sort therein; however, the Association may not seek to abandon, partition, subdivide, encumber, sell or transfer any general or limited common elements (as defined in the Declaration) without the prior written consent of at least 75% of all first lienors (as defined in the Declaration) and 75% of all Owners having an interest in such common elements (other than Declarant, as defined in the Declaration), except that the Association may grant easements for public utilities or for other public purposes consistent with the intended use of the such common elements.

(ii) Borrowing. To borrow funds or raise moneys in any amount for any of the purposes of the Association and from time to time to execute, accept, endorse and deliver as evidences of such borrowing, all kinds of instruments and securities, including, but without limiting the generality of the foregoing, promissory notes, drafts, bills of exchange, warrants, bonds, debentures, property certificates, trust certificates and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment and performance of such securities by mortgage on, or pledge, conveyance, deed or assignment in trust of, the whole or any part of the assets of the Association, real, personal or mixed, including contract rights, whether at the time owned or hereafter acquired.

(iii) Contracts. To enter into, make, amend, perform and carry out, or cancel and rescind, contracts, leases, permits and concession agreements for any lawful purposes pertaining to its business.

(iv) Guaranties. To make any guaranty respecting securities, indebtedness, notes, interest, contracts or other obligations created by any individual, partnership, association, corporation or other entity, and to secure such guaranties by encumbrance upon any and all assets of the Association, to the extent that such guaranty is made in pursuance of the purposes herein set forth.

(v) Loans. To lend money for any of the purposes above set forth; to invest its funds from time to time and take and hold real and personal property as security for payment of funds so loaned or invested.

(vi) Assessments. To levy monthly assessments and special assessments against the Owners for common expenses (including but not limited to the costs of repairing and maintaining general common elements, and utility charges which are not charged directly to the Owners by the utility company), to charge interest on unpaid assessments and to collect dues, fees and interest in accordance with its bylaws, and to enforce liens given as security for such assessments, dues, fees and interest.

1233

(vii) General powers. To do everything necessary, suitable or proper for the accomplishment of any of the purposes, the attainment of any of the objects, or the furtherance of any of the powers above set forth, either alone or in connection with other corporations, firms or individuals, and either as principal or agent, and to do every act or thing incidental or appurtenant to, or growing out of, or connected with any of the aforesaid objects, purposes or powers.

(viii) Rule making. To make and enforce rules and regulations with regard to the management and operation of the Premises.

(ix) Management, maintenance and repair. To provide for the management, maintenance and repair of the Premises.

(x) Federal Home Loan Mortgage Corporation. To take any action or enter into any agreement that may be required as a condition to allow any first lienor to sell his interest in any Unit to the Federal Home Loan Mortgage Corporation.

(xi) Powers conferred by law. The foregoing enumeration of specific powers shall not limit or restrict in any manner the general powers of the Association and the enjoyment and exercise thereof as now or hereafter conferred by the laws of Colorado.

(c) Restrictions upon purposes and powers. The foregoing purposes and powers of the Association are subject to the following limitations:

(i) That the Association shall be organized and operated exclusively for pleasure, recreational and other non-profitable purposes as set forth in Section 501(c)(7) of the Internal Revenue Code of 1954, as it is now or may hereafter be amended, or in any corresponding provision of any future law of the United States of America providing for exemption of similar organizations from income taxation; and

(ii) That no part of the net earnings of the Association shall inure to the benefit of any member.

(d) Dividends, Distributions, etc. The Association shall not pay any dividends. No distribution of the corporate assets to members, as such, shall be made until all corporate debts are paid, and then only upon final dissolution of the Association by the affirmative vote of at least 75 percent of the votes of all of the members at any regular or special meeting called for that purpose at which a quorum shall be represented. Upon such dissolution and distribution, the assets remaining after payment of all debts shall be distributed among the members of the Association in accordance with the Owners' "Sharing Ratio" as defined in paragraph 1(1) of the Declaration. 1200

ARTICLE IV

The operations of the Association shall be conducted at such places within or outside of the United States as may from time to time be determined by the board of directors. The address of the initial registered and principal office of the corporation is Suite 306, 108 South Frontage Road West, P.O. Box 2425, Vail, Colorado 81657. The name of its initial registered agent at such address is Charles R. Anderson.

ARTICLE V

(a) Members. Any individual, corporation, partnership, association, trust or other legal entity or combination of entities owning an undivided fee simple interest in a Unit, shall automatically be a member of the Association. Such membership shall be continuous throughout the period that such ownership

continues. A membership shall terminate automatically without any Association action whenever such individual, organization or group ceases to own a Unit. Termination of membership shall not relieve or release any former member from any liability or obligation incurred by virtue of or in any way connected with ownership of a Unit, or impair any rights or remedies which the Association or others may have against such former Owner and member arising out of or in any way connected with such ownership or membership.

1291

(b) Classes of membership. The Association shall have the following classes of membership:

(i) Individual membership. Any individual acquiring such an interest in a Unit shall automatically become an individual member of the Association.

(ii) Organizational membership. Any corporation, partnership, association, trust or other legal entity acquiring such an interest in a Unit shall automatically become an organizational member of the Association. Each organizational member shall from time to time designate one or more individuals who may represent it at meetings and vote on behalf of such member. The secretary of the Association shall maintain a list of the persons entitled to vote on behalf of such member, and until the Association is notified to the contrary, any action taken by such persons purporting to act on behalf of the organizational member shall be binding on such member.

(iii) Declarant membership. Declarant, as defined in the Declaration, shall be a member of the Association as long as he owns an interest in a Unit. Declarant shall, from time to time, designate one or more individuals who may represent him at meetings and vote on his behalf.

(c) Number of votes. The total number of votes of all members shall be 10,000. Each member shall be entitled to cast one vote at all meetings of members for each .01 percent of interest in the general common elements of the Premises appurtenant to the apartment unit (as defined in the Declaration) owned by said member, said interest being determined by the Owner's Sharing Ratio. Each member who is a co-owner of a Unit (including a joint tenant) shall have the right to vote only a number of votes equal to the product of his undivided interest in a Unit multiplied by the total number of votes appurtenant to the Unit. For purposes of this paragraph, each joint tenant of a Unit shall be deemed to own an undivided interest in his Unit equal to 100 percent divided by the total number of joint tenants.

1292

(d) Amendment. This Article V may be amended only by the unanimous vote of all members.

ARTICLE VI

(a) The control and management of the affairs of the Association and the disposition of its funds and property shall be vested in a board of directors. The number of directors (which may not be less than three), their terms of office and the manner of their selection or election shall be determined according to the bylaws from time to time in effect. Cumulative voting shall not be allowed in the election of directors or for any other purpose. The names and addresses of those comprising the first board of directors, to serve until their successors shall be duly elected, are as follows:

Charles R. Anderson	P.O. Box <u>1425</u> Vail, Colorado	81657
<u>M. Elaine Coleman</u>	P.O. Box <u>1425</u> Vail, Colorado	81657
Jay K. Peterson	P.O. Box 3149 Vail, Colorado	81657

10
12

(b) The board of directors may by resolution designate two or more of their number to constitute an executive committee which shall have and exercise all of the power of the board of directors in the management of the business and affairs of the Association or such lesser authority as may be set forth in such resolution. No such delegation of authority shall relieve the board of directors or any member of the board from any responsibility imposed by law.

ARTICLE VII

The Association shall have such officers as may from time to time be prescribed by the bylaws. Their terms of office and the manner of their designation or selection shall also be determined according to the bylaws from time to time in effect.

ARTICLE VIII

The board of directors shall have power to appoint a manager, which may be a corporation, to carry on day-to-day maintenance, repair and service functions for the Association. The Association may enter into a contract with such manager if

the contract may be terminated by the Association without cause or payment of a termination fee on 90 days or less written notice and such contract has a term of not more than three years (including all renewals) and with such other provisions as the board of directors may approve.

1294

ARTICLE IX

Authority to convey or encumber the property of the Association and to execute any deed, contract or other instrument on behalf of the Association for itself or as attorney-in-fact for one or more of the members is vested in the president or any vice president. All instruments conveying or encumbering such property (whether or not executed as such attorney-in-fact) shall be executed by the president or a vice president and attested by the secretary or an assistant secretary of the Association.

ARTICLE X

The following provisions are inserted for the management of the business and for the conduct of the affairs of the Association, and the same are in furtherance of and not in limitation or exclusion of the powers conferred by law:

(a) Board of directors to exercise general power. All corporate powers except those which by law or by these articles expressly require the consent of the members shall be exercised by the board of directors or the executive committee.

(b) Removal of directors. One or more or all of the directors may be removed with or without cause by the vote of a

majority of the votes of the members then entitled to vote at an election of directors. Such vacancies shall be filled only by the vote of the members so represented, as if such meeting were a regular annual meeting for the election of directors, the person or persons having the highest number of votes in consecutive order being declared elected to the board of directors. 1295

(c) Compensation of directors and members. The board of directors is hereby authorized to make provision for reasonable compensation to its members and to members of the Association for their services, and to reimburse such members for expenses incurred in connection with furthering the purposes of the Association. The board of directors shall fix the basis and conditions upon which such compensation and reimbursement shall be paid. Any director of the Association may also serve in any other capacity and receive compensation and reimbursement for such other work.

ARTICLE XI

(a) Definitions. For purposes of this Article XI, the following terms shall have the meanings set forth below:

(i) Action - Any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative;

(ii) Derivative Action - Any Action by or in the right of the Association to procure a judgment in its favor;

(iii) Third Party Action - Any Action other than a Derivative Action; and

(iv) Indemnified Party - Any person who is or was a party or is threatened to be made a party to any Action by reason of the fact that he is or was a director or officer of the Association.

1296

(b) Third Party Actions. The Association shall indemnify any Indemnified Party against expenses (including attorneys' fees), judgments, fines, excise taxes, and amounts paid in settlement actually and reasonably incurred by him in connection with any Third Party Action if, as determined pursuant to Paragraph (e) below, he acted in good faith and in a manner he reasonably believed to be in the best interests of the Association and, with respect to any criminal Action, had no reasonable cause to believe his conduct was unlawful. The termination of any Third Party Action by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not of itself create either a presumption that the Indemnified Party did not act in good faith and in a manner which he reasonably believed to be in the best interests of the Association or, with respect to any criminal Action, a presumption that the Indemnified Party had reasonable cause to believe that his conduct was unlawful.

(c) Derivative Actions. The Association shall indemnify any Indemnified Party against expenses (including attorneys' fees and including amounts paid in settlement) actually and reasonably incurred by him in connection with the defense or settlement of any Derivative Action if, as determined pursuant to Paragraph (e) below, he acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, except that no indemnification shall be made in respect of any claim,

issue, or matter as to which such person is or has been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court in which such Action was brought determines upon application that, despite the adjudication of liability and in view of all circumstances of the case, such Indemnified Party is fairly and reasonably entitled to indemnification for such expenses which such court deems proper. If any claim that may be made by or in the right of the Association against any person who may seek indemnification under this Article XI is joined with any claim by any other party against such person in a single Action, the claim by or in the right of the Association (and all expenses related thereto) shall nevertheless be deemed the subject of a separate and distinct Derivative Action for purposes of this Article XI.

1297

(d) Success on Merits. If and to the extent that any Indemnified Party has been successful on the merits in defense of any Action referred to in Paragraphs (b) or (c) of this Article XI, or in defense of any claim issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith without the necessity of any determination that he has met the applicable standards of conduct set forth in Paragraphs (b) or (c) of this Article XI.

(e) Determination. Except as provided in Paragraph (d), any indemnification under Paragraphs (b) or (c) of this Article XI

(unless ordered by a court) shall be made by the Association only upon a determination that indemnification of the Indemnified Party is proper in the circumstances because he has met the applicable standards of conduct set forth in said Paragraphs (b) or (c). Any indemnification under Paragraph (d) of this Article XI (unless ordered by a court) shall be made by the Association only upon a determination by the Association of the extent to which the Indemnified Party has been successful on the merits. Any such determination shall be made (a) by a majority vote of a quorum of the whole board of directors consisting of directors who are not or were not parties to the subject Action or (b) upon the request of a majority of the directors who are not or were not parties to such Action, or if there be none, upon the request of a majority of a quorum of the whole board of directors, by independent legal counsel (which counsel shall not be the counsel generally employed by the Association in connection with its corporate affairs) in a written opinion, or (c) by the members of the Association at a meeting called for such purpose.

(f) Payment in Advance. Expenses (including attorneys' fees) or some part thereof incurred by an Indemnified Party in defending any Action, shall be paid by the Association in advance of the final disposition of such Action if a determination to make such payment is made on behalf of the Association as provided in Paragraph (e) of this Article XI; provided that no such payment may be made unless the Association shall have first received

a written undertaking by or on behalf of the Indemnified Party to repay such amount unless it is ultimately determined that he is entitled to be indemnified by the Association as authorized in this Article XI. 1299

(g) Other Indemnification. The indemnification provided by this Article XI shall not be deemed exclusive of any other rights to which any Indemnified Party or other person may be entitled under these articles of incorporation, any agreement, bylaw, vote of the members or disinterested directors or otherwise, and any procedure provided for by any of the foregoing, both as to action in his official capacity and as to action in another capacity while holding such office.

(h) Period of Indemnification. Any indemnification pursuant to this Article XI shall continue as to any Indemnified Party who has ceased to be a director or officer of the Association, and shall inure to the benefit of the heirs and personal representatives of such Indemnified Party. The repeal or amendment of this Article XI or of any Paragraph or provision thereof which would have the effect of limiting, qualifying or restricting any of the powers or rights of indemnification provided or permitted in this Article XI shall not, solely by reason of such repeal or amendment, eliminate, restrict or otherwise affect the right or power of the Association to indemnify any person, or affect any right of indemnification of such person, with respect to any act or omission which occurred prior to such repeal or amendment.

(i) Insurance. By action of the board of directors, notwithstanding any interest of the directors in such action, the Association may purchase and maintain insurance, in such amounts as the board may deem appropriate, on behalf of any Indemnified Party against any liability asserted against him and incurred by him in his capacity of or arising out of his status as an Indemnified Party, whether or not the Association would have the power to indemnify him against such liability under applicable provisions of law.

1300

(j) Right to Impose Conditions to Indemnification. The Association shall have the right to impose, as conditions to any indemnification provided or permitted in this Article XI, such reasonable requirements and conditions as to the board of directors or members may appear appropriate in each specific case and circumstances, including but not limited to any one or more of the following: (a) that any counsel representing the person to be indemnified in connection with the defense or settlement of any Action shall be counsel mutually agreeable to the person to be indemnified and to the Association; (b) that the Association shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the person to be indemnified; and (c) that the Association shall be subrogated, to the extent of any payments made by way of indemnification, to all of the indemnified person's right of recovery, and that the person to be

indemnified shall execute all writings and do everything necessary ¹³⁰¹
to assure such rights of subrogation to the Association.

ARTICLE XII

The initial bylaws of the Association shall be as adopted by its board of directors. The board shall have power to alter, amend or repeal the bylaws. The bylaws may contain any provisions for the regulation or management of the affairs of the Association which are not inconsistent with law, the Declaration or these articles of incorporation, as the same may from time to time be amended.

ARTICLE XIII

The Association reserves the right to amend, alter, change or repeal any provision contained in these articles of incorporation by, unless a higher voting requirement is set forth herein with respect to any particular provision, the vote of the holders of at least 75 percent of the votes of the members at any regular or special meeting called for that purpose at which a quorum shall be represented; provided that no amendment shall be contrary to or inconsistent with any provision of the Declaration.

ARTICLE XIV

The name and address of the incorporator is:

Charles R. Anderson P.O. Box 1425
Vail, Colorado 81657

Dated: January 29, 1980

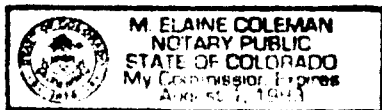

Charles R. Anderson

1392

VERIFICATION

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

I, M Elaine Coleman, a notary public, hereby certify that on the 29th day of January, 1979, personally appeared before me CHARLES R. ANDERSON, who being by me first duly sworn, severally declared that he was the person who signed the foregoing documents as incorporator and that the statements therein contained are true.



M Elaine Coleman
Notary Public

My commission expires:

RECORDED

489

SECRETARY OF STATE

This is the best copy available from the
Eagle County Clerk and Recorder's Office.

300/924

197313

***CONDOMINIUM DECLARATION FOR
PITKIN CREEK PARK CONDOMINIUMS***

CONDOMINIUM DECLARATION

FOR

PITKIN CREEK PARK CONDOMINIUMS

I

RECITALS

PITKIN CREEK PARK, INC., a Colorado corporation ("Declarant"), is the owner of the real property situate in the County of Eagle, State of Colorado, described in Exhibit A attached hereto and made a part hereof. Declarant owns additional real property adjoining such property (such additional real property being described in Exhibit B attached hereto and made a part hereof) and may subject it to these condominium declarations by recording a Supplemental Declaration or Declarations and a Supplemental Map or Maps in the Eagle County, Colorado, records within seven years of the initial recording of this Declaration.

Declarant desires to establish a condominium project under the Condominium Ownership Act of Colorado ("the Act") and to define the character, duration, rights, obligations and limitations of condominium ownership. Declarant has executed plans for the construction of five buildings on the property described in Exhibit A, which buildings when completed shall consist of separately designated condominium units. A condominium map will be filed showing the location of said buildings on the property, which is hereby made subject to this Declaration.

Declarant does hereby establish a plan for the ownership of real property estates in fee simple consisting of the air space contained in each of the apartment units in the buildings and the co-ownership, by the individual and separate owners thereof, as tenants in common, of all of the remaining real property.

II

DECLARATION

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

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

(a) "Apartment unit" means an individual air space unit contained within the perimeter walls, floors, ceilings, windows and doors of a unit in a building constructed on real property which is subject to the provisions of this Declaration, and as shown and described in a condominium map recorded in the real property records of Eagle County, Colorado,

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 nonsupporting 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, which units are to be used for residential purposes.

(b) "Condominium unit" means an apartment unit or a commercial unit, together with the undivided interest in the general common elements appurtenant thereto, and the right to exclusive or nonexclusive use of limited common elements associated therewith.

(c) "Commercial" or "commercial use" means any allowed use under the existing applicable county or municipal zoning ordinances for a commercial unit.

(d) "Commercial unit" means an individual air space unit contained within the perimeter walls, floors, ceilings, windows and doors of a unit in a building constructed on real property which is subject to the provisions of this Declaration, and as shown and described in a condominium map recorded in the real property records of Eagle County, Colorado, 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 nonsupporting 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, which units are to be used for commercial purposes. Any commercial unit shall be designated on Exhibit C by the words "commercial unit" after the appropriate condominium unit number.

(e) "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 condominium units.

(f) "General common elements" means (i) land included in the real property which at any time is subject to this Condominium Declaration; (ii) the foundations, columns, girders, beams, supports, perimeter and supporting walls, roofs, balconies, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances and exits of the building; (iii) the basements, yards, gardens, automobile parking areas and storage spaces; (iv) the installations, equipment and materials making up the central services such as power, light, gas, hot and cold water, heating, refrigeration and air conditioning and incinerating; (v) the tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus and installations existing for common use; and (vi) all other parts of the property which is not part of an apartment unit.

(g) "Limited common elements" means the part of the general common elements assigned for the exclusive or nonexclusive use and enjoyment of the owner or owners of one or more, but less than all, condominium units.

(h) "Common expenses" means (i) all expenses expressly declared to be common expenses by this Declaration or by the bylaws of the Association; (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 paragraph 9 of Article II hereof, and (iv) all expenses lawfully determined to be common expenses by the board of directors of the Association. Notwithstanding the foregoing,

management fees may be charged to owners as a direct expense and not as a common expense.

(i) "First lienor" means the holder of a promissory note payment of which is secured by a first mortgage or first deed of trust of record encumbering an interest in a condominium unit. "Mortgage" shall include a deed of trust, and "mortgagee" shall include a beneficiary of a deed of trust.

(j) "Association" means Pitkin Creek Park Condominium Association, a Colorado nonprofit corporation.

(k) "Building" means the building improvements containing condominium units located on real property subject to this Declaration, and all other improvements and additions made to the building or constructed on the property subject to this Declaration.

(l) The condominium units subject to this Declaration shall be known as Pitkin Creek Park Condominiums.

(m) "Declaration" means this instrument and all Amendments or Supplements thereto hereafter recorded in the records of Eagle County, Colorado.

(n) "Sharing Ratio" of an owner is a fraction, the numerator of which is the percentage interest in the general common elements as computed pursuant to subparagraph 2(c) herein appurtenant to the apartment unit or the commercial unit of such owner and the denominator of which is the total percentage interest in the general common elements then appurtenant to all apartment units or commercial units. The interest in general common elements reserved by Declarant and not appurtenant to any apartment unit or commercial unit shall not be included in determining the denominator of such fraction.

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

(a) The real property is hereby initially divided into condominium units numbered 1-A through 1-F, inclusive, 2-A through 2-H, inclusive, 3-A through 3-E, inclusive, 4-A through 4-J, inclusive, and 5-A through 5-X, inclusive, each consisting of an apartment unit, an undivided interest in the general common elements appurtenant to such apartment units, which interest is set forth in Exhibit C attached hereto and made a part hereof, and the exclusive or nonexclusive right to use and enjoy limited common elements, as set forth in Exhibit C.

(b) Declarant reserves to itself all right, title and interest in the common elements not appurtenant to apartment units set forth in Exhibit C, which interest Declarant may make appurtenant to apartment units or commercial units built on additional real property made subject to this Declaration, as set forth in subparagraph 2(c) herein.

(c) Declarant may hereafter within seven years of the initial recording of this Declaration subject the additional real property described in Exhibit B to the provisions of this Declaration and construct buildings thereon containing not more than 100 additional apartment units and ten commercial units. Such units shall be shown in a Supplemental Map or Maps recorded in the records of Eagle County, Colorado. In each such case Declarant shall file in the records of Eagle County, Colorado, a Supplemental Declaration in which it shall convey and attribute (from its reserved interest in common elements as described in subparagraph 2(b) herein) to each such additional apartment unit or commercial unit an undivided percentage interest in the common elements. The interest conveyed and attributed to each apartment unit or commercial unit shall be expressed as a percentage determined by dividing the approximate number of square feet contained in such apartment unit or commercial unit by 150,000 (the maximum total number of square feet in all of the apartment units or commercial unit now on or which hereafter may be located on the property described in Exhibits A and B), and multiplying the result by 100. For the purpose of computing the undivided interests in common elements to be conveyed and made attributable to additional apartment units or commercial units,

Declarant shall approximate the number of square feet contained in each apartment unit and commercial unit, and the determination of Declarant shall be final and binding on all parties.

(d) At the earlier of (i) the date all of the land described in Exhibit B has become subject to this Declaration, or (ii) the date such land may no longer become subject to this Declaration, all of Declarant's reserved interest in common elements which has not become attributable to an apartment unit or a commercial unit pursuant to the provisions of subparagraph 2(b) herein shall be conveyed and made attributable to the apartment units and the commercial units of the owners of such date in the Sharing Ratios then in effect by Declarant filing in the records of Eagle County, Colorado, a Supplemental Declaration, which shall contain such conveyance therein. Such interests shall then become appurtenant to the apartment unit or commercial unit with respect to which it has been conveyed.

(e) Each condominium unit shall be inseparable and may be conveyed, leased, revised or encumbered only as a condominium unit. Title to a condominium unit 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 unit in which he owns an interest.

(f) Any contract of sale, deed, lease, deed of trust, mortgage, will or other instrument affecting a condominium unit may describe it by its building and apartment unit number as shown on the map, followed by the name of the condominium and reference to this Declaration and to the map.

(g) Declarant shall give written notice to the assessor of Eagle County, Colorado, in the manner provided in the Act, so that each condominium unit will be separately assessed and taxed.

(h) Each owner of an apartment unit shall be entitled to the exclusive ownership and possession of his unit. Each apartment unit shall be used for residential purposes only and no apartment unit shall be occupied for living or sleeping purposes by more persons than it was designed to accommodate safely. For the purposes of the foregoing sentence, each apartment unit shall be deemed to have been designed to accommodate safely a maximum of two occupants per bedroom and one occupant per loft. No apartment unit shall be used at any time for any business or commercial activity, except as follows:

(i) The owner thereof may lease or rent such unit for private residential or living purposes (subject to paragraph 23 hereof);

(ii) Declarant or its nominee or agents may use any unit(s) as a model or sales unit until all condominium units owned by Declarant are conveyed by Declarant; and

(iii) The Association shall have the right but not the obligation to purchase, own, or lease any apartment unit for a manager's residence or office or building superintendent, and the Association may also maintain offices within the general common elements.

(i) Each owner of a commercial unit shall be entitled to the exclusive ownership and possession of his unit. Each commercial unit shall be used and occupied solely for commercial uses. Owners of the commercial units may rent or lease the units to others for these purposes, pursuant to the terms and conditions of this Declaration.

(j) The Association shall have the right to charge reasonable admission and other fees for the use of any recreational facility situate upon or which is a part of the general common elements.

(k) There is reserved the right to (i) physically combine the space within one commercial unit with the space within one or more adjoining commercial units or (ii) combine a part of or combination of parts of the space within one commercial unit with part or parts of the space within one or more adjoining commercial units. Any such physical changes to commercial units shall be reflected by an amendment to Exhibit C and the Map, which amendments shall set forth the reapportioned undivided interests of the affected commercial units; provided, however, that no such physical changes shall be made without the written consent of the mortgagee(s) of the affected commercial unit(s); and, provided further, that the cost and expense incurred for legal, architectural or engineering fees relative to preparation of such amendment shall be borne by that person requesting such physical change to the commercial units.

3. Condominium Map. Prior to any conveyance by Declarant of a condominium unit therein, Declarant shall cause to be filed for record in Eagle County, Colorado a condominium map (the "map"), which shall contain:

(a) the legal description of the surface of the land; (b) the linear measurements and location, with reference to the exterior boundaries of the land, of the building and all other improvements built or to be built on the land; (c) the floor plans and linear dimensions of the interior of the building, including the apartment units and commercial units, the general common elements which are not a part of any apartment unit or commercial unit, and the limited common elements; (d) the designation by number or other symbol of each apartment unit and commercial unit; (e) the elevation plans of the building, and (f) the elevation of the unfinished interior surfaces of the floors and ceilings of the building, including the apartment units and commercial 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. Declarant hereby reserves unto itself and the Board the right, from time to time, without the consent of any owner being required, to amend the map and supplement(s) thereto, to conform the map to the actual location of any of the constructed improvements, to establish, vacate and relocate utility easements, access road easements and carports or parking spaces, and to establish certain general common elements as limited common elements.

In interpreting any and all of the provisions of this Declaration or the bylaws subsequent to deeds to and/or mortgages of condominium units, the actual location of a unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered, notwithstanding any minor deviations from the location of such unit indicated on the map.

4. 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 paragraph shall not, however, limit or restrict the right of partition of a single condominium unit among the owners thereof, but such right of partition shall not be construed to mean a physical division or partition on a condominium unit, nor shall such right of partition affect any other condominium unit.

(b) Each owner shall be entitled to use the general common elements in accordance with the purpose for which they are intended, without hindering, impeding or imposing upon the rights of

the other owners and in accordance with the 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 apartment unit or commercial unit, or if any apartment unit or commercial unit now encroaches upon any other apartment unit or commercial 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 apartment unit, any adjoining apartment unit or commercial 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 or parts of the general common elements upon any apartment unit or commercial unit or of any apartment or commercial unit upon any other apartment unit or commercial 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.

5. Mechanic's Liens; Indemnification.

(a) If any owner shall cause any material to be furnished to his apartment unit or commercial unit or any labor to be performed therein or thereon, no owner of any other condominium 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 apartment unit or commercial unit or any improvements therein. Nothing herein contained shall authorize any owner or any person dealing through, with or under any owner to charge the general common elements or any apartment unit or commercial 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) 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 apartment unit or commercial unit for work done or materials furnished to any other owner's apartment unit or commercial 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 apartment unit or commercial 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 twenty (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 attorney's fees resulting therefrom.

6. Administration and Management. Pitkin Creek Park Condominiums shall be administered and managed pursuant to this Declaration, the Articles of Incorporation and the bylaws of this 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 of the Articles of Incorporation 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 the Articles of Incorporation or bylaws. Failure of the member 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 or behalf of the other owners or, in a proper case, by an aggrieved owner, the Town of Vail, or a designee or assignee of the Town of Vail. In addition, the Association's bylaws may authorize the Association during the period of any delinquency (a) to revoke a delinquent owner's right to use general common elements and (b) to suspend a member's voting privileges. However, no such suspension shall affect the rights of a first lienor.

7. Maintenance and Repairs.

(a) For purposes of maintenance, repair, alteration and remodeling, an Owner shall be deemed to own and shall have the right and obligation to maintain, repair, alter and remodel the interior non-supporting walls, the materials (such as, but not limited to plaster, gypsum dry wall, paneling, wallpaper, paint, wall and floor tile, and flooring, but not including the subflooring) making up the finished surfaces of the perimeter walls, ceilings and floors within the unit and the unit's doors and windows, and any and all new additions to a unit made by the owner thereof. The obligation to maintain any fence or other structure enclosing a patio, balcony, yard or deck area originally conveyed by Declarant shall be that of the Association. No owner shall, however, make any changes or alterations of any type or kind to the exterior surfaces of the doors or windows to his unit, nor to any general common elements (including, but not limited to, the exterior portions of his unit). The owner shall not be deemed to own lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") running through his unit which serve one or more other units. Each owner shall have the obligation to replace any finishing or other materials removed with similar or other types or kinds of materials. An owner shall maintain and keep in good repair and in a clean, safe, attractive and sightly condition the interior of his unit, including the fixtures, doors and windows thereof and the items affixed thereto, and such other items and areas as may be specified in the bylaws. Also, an owner shall maintain, clean and keep in good and clean condition the fire place within his unit, the balcony, porch, balcony and/or patio area adjoining and/or attached to his unit, if any, which areas are limited common elements appurtenant to such owner's condominium unit. All fixtures, appliances and equipment installed within a unit commencing at the point where the utilities enter the unit shall be maintained and kept in repair by the owner thereof. If any owner fails to carry out or neglects the responsibilities set forth in this paragraph, the Board or the Managing Agent may fulfill the same and charge such owner therefor. Any expense incurred by an owner under this paragraph shall be the sole expense of such owner.

(b) 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 or to another apartment unit or commercial unit. The costs of repairing any damage to an apartment unit or commercial 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, his agent or invitee, 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 attorney's fees.

(c) Notwithstanding the foregoing (i) each owner having an interest in limited common elements shall pay the proportion of the costs and expenses of maintaining, repairing and replacing any limited common elements of which such owner has any use and enjoyment, the numerator of which is his percentage interest in general common elements and the denominator of which is the total percentage interest in general common elements of all persons having any use and enjoyment thereof, and (ii) each owner shall pay all costs of repairing any damage to the general common elements (including the limited common elements), or to any apartment unit or commercial unit other than his own, resulting from the intentional act or negligence of such owner, his family, agent or invitee.

8. Assessments for Common Expenses.

(a) Except as set forth in subparagraph 7(c) herein, each owner shall pay his prorata share of the common expenses, which proration shall be made on the basis of the Sharing Ratios in effect on the date such common expense is assessed, except that with respect to unoccupied units owned by Declarant, the Association shall assess Declarant only seventy-five percent (75%) of such prorata share and Declarant shall not be liable for any assessment hereunder due to its reservation and ownership of general common elements as described in subparagraph 2(b) herein. If the hazard insurance premium for a commercial unit is greater in proportion to the total premiums than such commercial unit's Sharing Ratio, then the Board of Directors may assess the owner of such commercial unit the difference between that proportion of the total premium the insurance carried on the commercial unit bears to the total coverage and such commercial unit's Sharing Ratio.

(b) The Board of Directors (the "Board") of the Association shall fix, determine, levy and collect annual and special assessments to be paid by each of the owners to meet the common expenses and to create a contingency reserve therefor. Prior to the beginning of each fiscal year of the Association, the Board shall adopt a budget for that year. The budget shall include, but shall not be limited to, an estimate of the costs of maintenance, repair and replacement of the general common elements, the cost of utilities and other services to be provided by the Association, the cost of insurance required by paragraph 9 herein, and proposed capital expenditures. The budget shall include an adequate reserve fund for the maintenance, repairs and replacement of those general common elements that must be replaced on a periodic basis in order that such maintenance, repairs and replacement may be paid for through regular installments rather than by special assessment. For the Association's first fiscal year, the Board shall adopt the budget at the first meeting of the Board and designate the date of commencement of the first annual assessment, with the costs for maintenance, repair and replacement of the general common elements and any reserve fund needed therefor based on a good faith estimate of those costs; said estimate may be based on the costs incurred by similar associations in the general locale. Thereafter, the cost of maintenance, repair and replacement and any reserve fund needed therefor shall be on the basis of the previous year's costs with such adjustments therefrom as the Board considers appropriate. The budget shall also include the annual assessment for each condominium unit. Special assessments may be levied whenever in the opinion of the Board it is necessary or advisable to do so (i) to meet increased operating or maintenance expenses or costs, (ii) to provide for additional capital expenses, or (iii) because of emergencies; however, if the proposed additional capital expenses at any given time are in excess of ten percent of the maximum replacement value of the buildings, as determined by the Association pursuant to subparagraph 9(c) herein, such expenses may be incurred only after the owners, by the vote of the owners of at least seventy-five percent (75%) of the general common elements, approve such expenses. All

annual assessments shall be based upon an approved budget; all other assessments shall be in itemized statement form and shall set forth the detail of the various expenses for which the assessments are being made.

(c) The Board shall prepare and provide to each owner a statement for the annual assessment and any special assessment against his condominium unit. Annual assessments for the budgeted common expenses shall be paid in quarterly installments, each such installment due and payable in advance on the first day of each calendar quarter, or more frequent installments as may be determined by the Board. Special assessments shall be due and payable as specified in the written notice of such assessment provided by the Board.

(d) 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 the following paragraph.

(e) All sums assessed but unpaid for the share of common expenses assessed to any condominium unit shall constitute 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 unit. 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 of claim thereof executed by the Association setting forth the amount of the unpaid indebtedness, the name of the owner of the condominium unit, and a description of the condominium unit. In any such foreclosure the owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees. During the period of foreclosure the owner of the condominium unit subject to such action shall be required to pay reasonable rental to the Association. The Association shall be entitled to purchase the condominium unit at the foreclosure sale, and to acquire, hold, lease, mortgage or convey the same.

(f) 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 unit.

(g) In case of sale or other transfer of a condominium unit with respect to which sums assessed for common expenses shall be unpaid, the purchaser or other transferee of an interest in such unit shall be jointly and severally liable with the seller or transferor thereof for such unpaid assessments. Notwithstanding the above, any first lienor who obtains title to a condominium unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit for the first lienor.

(h) Upon written request of any owner, mortgagee, prospective mortgagee, purchaser or other prospective transferee of a condominium unit, the Association shall issue a written statement setting forth the amount of the unpaid common expenses, if any, with respect to such condominium unit, 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 ten 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.

(i) Any party in favor of whom a lien on a condominium unit 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 unit for the amount so paid of the same rank as the lien theretofore existing.

(j) First lienors shall be given written notice by the Association of any default by an owner in the payment of any assessment hereunder, which default has remained uncured for thirty (30) days.

9. Insurance.

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

(i) keep all buildings (including all of the apartment units and commercial units and all fixtures therein, but not including furniture, furnishings or other personal property or fixtures supplied or installed by condominium unit owners or their tenants) insured against loss or damage by perils commonly referred to as all risk perils, in approximately the amount of the maximum replacement value thereof, determined in accordance with subparagraph 9(c) herein;

(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 for bodily injury or death to any number of persons arising out of one accident or disaster or 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;

(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; and

(iv) carry directors and officers' liability insurance in such amounts as the Association may consider necessary or advisable.

(b) All insurance required to be carried under this paragraph 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 unit which shall provide that the loss, if any, thereunder shall be payable to such first lienor, as its interests may appear, subject however to the loss payment provisions in favor of the Association hereinafter set forth. All policies of insurance against damage to any building 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. Each insurance policy shall provide that no cancellation or reduction in coverage 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 shall also 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 thereof, together with proof of payment of premiums, shall be delivered to all first lienors at least ten days prior to expiration of the then current policies.

(c) The maximum replacement value of the buildings (which shall indicate the maximum replacement value of each condominium unit contained therein), 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 competent, disinterested appraisers; however, appraisals need not be obtained more frequently than at one-year intervals. Copies of such appraisals shall be furnished to each owner and each first lienor of a condominium unit upon request. In lieu of an appraisal, the Association may determine the maximum replacement value of the buildings by applying the local increased cost of construction to the original cost of construction.

(d) Each owner shall be responsible for all insurance covering loss or damage to personal property in his apartment unit or commercial unit and liability for injury, death or damage occurring inside his apartment unit or commercial unit. Any such policy shall contain waivers of subrogation and shall be so written that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished thereby.

10. Appointment of Attorney-in-Fact. Each owner by his acceptance of the 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 or real property 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 in order to effectuate the reservation contained in paragraph 20, each 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 case of fraud or gross negligence.

11. Damage or Destruction. In case of damage or destruction of the building or any part thereof by any cause whatsoever:

(a) If in the reasonable judgment of the Association the proceeds of insurance shall be sufficient to pay all the costs of repairing and restoring the building, the Association (as attorney-in-fact for the owners) shall cause the building to be repaired and restored, applying the proceeds of insurance for that purpose.

(b) If 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, and if the excess of such costs over the anticipated insurance proceeds are less than ten percent (10%) of the maximum replacement value last determined under subparagraph 9(c) herein, then the Association (as attorney-in-fact for the owners) shall promptly cause the building to be repaired and restored, and the difference between the insurance proceeds and the costs of repair and restoration shall be a common expense to be assessed and paid as provided in paragraph 8 herein.

(c) If 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, and if the excess of such costs are ten percent (10%) or more of the maximum replacement value last determined under subparagraph 9(c) herein, then (unless within 100 days after the date of such damage or destruction a plan for repairing and restoring the building shall be approved by the owners of condominium units in such building owning 75% or more of the total

interests in general common elements appurtenant to apartment units or commercial units in such building and by all first lienors of such condominium units; the Association (as attorney-in-fact for the owners of condominium units in such building) shall execute and record in the Eagle County, Colorado real estate records a notice of such facts, and thereafter shall sell the entire real property on which such building is located (including the building) together with reasonable easements for ingress and egress, if required, 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 such property upon the closing of such sale. This Declaration and any map, however, shall remain in full force and effect with respect to all other property and buildings, and the percentage interests in general common elements appurtenant to all apartment units and commercial units remaining subject to this Declaration shall automatically be increased by the amount of the percentage interest in general common elements appurtenant to all apartment units and commercial units in the building sold free and clear of this Declaration, such increase to be allocated among apartment units and commercial units in accordance to each unit's respective appurtenant interest in general common elements appurtenant to apartment units and commercial units in the buildings not being sold. The proceeds of insurance and the proceeds of such sale of the real property shall be collected by the Association, applied first to the payment of expenses of sale, and then divided among the owners of condominium units in such building and paid into separate accounts, each representing one condominium unit. The insurance proceeds shall be divided according to the owners' respective percentage interests therein as shown by the insurance policies, if so shown, otherwise according to the owners' respective interests in general common elements appurtenant to apartment units or commercial units in the building so sold, and the proceeds of sale shall be divided according to such owner's respective undivided interest in the general common elements appurtenant to apartment units or commercial units in the building so sold. 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 unit; (ii) for payment of taxes and special assessment liens in favor of 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. If within 100 days after the date of such damage or destruction a plan for repairing and restoring the damaged or destroyed building shall be approved by the owners of 75% or more of the general common elements appurtenant to apartment units or commercial units in the building and by all first lienors, 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 apartment units or commercial units in such building (and no other) 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 and paid by such owners in the proportions of their respective interests in general common elements appurtenant to apartment units or commercial units in the damaged building.

(d) Nothing contained in this paragraph 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.

12. Obsolescence.

(a) If at any time the owners of 75% or more of the general common elements appurtenant to apartment units or commercial units

in any building covered by this Declaration and all first lienors with interest in such building 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 with interest in such building) shall promptly cause such renovation or restoration to be made according to such plan. All owners of apartment units and commercial units in such building shall be bound by the terms of such plan and the costs of the work shall be an expense of such owners only and shall be assessed and paid by such owners in the proportions of their respective interest in general common elements appurtenant to apartment units or commercial units in such building. No owner of an apartment unit or commercial 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 75% or more of the 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 paragraph 8 herein.

(d) If at any time the owners of 75% or more of the 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 Eagle County, Colorado, a notice of such facts, and shall sell the entire real property, 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 subparagraph 11(c) herein.

13. Condemnation.

(a) If the entire real property 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 any part of any building covered by this Declaration shall be so taken, or if any part of the land shall be so taken and the part remaining shall be insufficient for purposes of Pitkin Creek Park Condominiums, the Association (as attorney-in-fact for the owners) shall collect the award made in such taking and shall sell the part of the land 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 subparagraph 11(c) herein.

(b) If such taking shall be partial only, and if the remaining part of the land shall be sufficient for the purposes of Pitkin Creek Park Condominiums, the condominium ownership hereunder shall not terminate. Each owner shall be entitled to a share of the condemnation award to be determined under the following provisions:

(i) The total amount allocated to taking of or injury to the general common elements shall be apportioned among owners on the basis of each owner's respective percentage interest in the general common elements;

(ii) The total amount allocated to severance damages shall be apportioned to the owners of those condominium units which were not taken or condemned on the basis of each such owner's respective percentage interest in the general common elements;

(iii) The respective amounts allocated to the taking of or injury to a particular condominium unit or to improvements an owner has made within his own condominium unit shall be apportioned to the owner of that particular condominium unit involved; and,

(iv) The total amount allocated to consequential damages and any other taking or injuries shall be apportioned among the owners in proportion to their respective percentage interests in the general common elements. If an allocation of the award is already established in negotiation, judicial decree, or otherwise, then in allocating the award the Association shall employ such allocation. Distribution of apportioned proceeds shall be made by checks payable jointly to the respective owners and their respective first lienors.

(c) In the event a partial taking results in the taking of an apartment unit or commercial unit, the owner thereof shall automatically cease to be a member of the Association, and his ownership interest in the general common elements shall terminate and vest in the owners of the remaining condominium units. Thereafter, the Association shall reallocate the ownership and assessment ratios determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception, and shall submit such reallocation to the owners of the remaining Individual Air Space Units for the amendment of this Declaration.

(d) In the event that any portion of Pitkin Creek Park Condominiums shall be made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then timely written notice of such condemnation shall be given by the Association to each owner and first lienor.

14. Quality of Work. Any repairs, renovation or restoration of the real property or any building covered by this Declaration by the Association as attorney-in-fact for the owners shall be done in such manner as to make the real property or the building at least as valuable after such work, as it was immediately before the occurrence requiring the work to be done.

15. Amendment or Revocation. This Declaration may be amended or revoked (a) by Declarant at any time prior to the filing of the map, and (b) upon the written approval in recordable form of the owners of seventy-five percent (75%) or more of the general common elements and seventy-five percent (75%) of all first lienors, except that the provisions of subparagraph 2(a) herein, and Exhibit C relating to interests in the general common elements and the limited common elements may be amended only upon such approval of the owners of one hundred percent (100%) of the general common elements and all first lienors. As long as any land described in Exhibit B of this Declaration can be subjected to this Declaration, subparagraph 2(b) and paragraph 20 shall not be amended unless Declarant consents in writing to such amendment. The Declaration shall also be revoked in whole or in part upon sale of all or part of the real property pursuant to subparagraphs 11(c), 12(c) or 13(a) herein.

16. Property for Common Use. The Association may acquire and hold for the use and benefit of all owners, real property and 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 unit. A transfer of a condominium unit 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. The transfer of title to a condominium unit under foreclosure shall entitle the purchaser to the beneficial interest in such property associated with the foreclosed condominium unit.

17. 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 to 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.

18. Duration of Condominium Ownership. The separate estates created by this Declaration and the map shall continue until this Declaration shall be revoked or until its provisions shall terminate as provided herein.

19. Architectural Control. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein 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 Board of Directors of the Association, or by an architectural committee composed of three or more representatives appointed by the Board. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, approval will not be required and this paragraph will be deemed to have been fully complied with.

20. General Reservations. Declarant reserves for a period of seven years from the date this Declaration is initially recorded (a) the right to dedicate any access roads and streets serving this condominium project for and to public use; to establish easements, reservations, exceptions and exclusions consistent with the condominium ownership of the condominium project and the best interest of the owners and the Association and (b) an easement over, under and through improved and unimproved parts of the general common elements to the extent necessary for construction of additional buildings and improvements on the land described in Exhibit B, which may include recreational facilities which will become general common elements. The operating expenses of such improvements will be common expenses. However, Declarant has no obligation to construct additional improvements.

21. Household Pets. No animals, livestock, horses or poultry of any kind shall be kept, raised or bred within any condominium unit or within the general common elements, except that one dog, one cat or one other household animal may be kept by an owner as a household pet so long as such pet is not a nuisance to any other owner. Pedestrians accompanied by a household pet within

the general common elements must have said pet under their direct control by use of a leash not to exceed ten feet in length. An owner is responsible for any damage caused by his animal and shall be obligated to clean up after his animal on the Project. No animals shall be allowed to remain tied or chained to any balconies, patios or other parts of the Project, and any such animal so tied or chained may be removed by the Association or its agents.

22. Restrictions on Resale.

(a) In the event an owner shall desire to sell his condominium unit, he shall notify the Town Clerk of the Town of Vail, or such other person as designated by the Town Council of the Town of Vail ("Town Council") in writing of his intention to sell his condominium unit, and shall deposit with the Town Clerk the sum of \$300.00. The Town Clerk shall immediately notify the Town Council of such intent to sell and the Town Council or other entity or commission created by the Town Council shall have thirty (30) days in which to exercise the option to purchase the unit at the Maximum Resale Price as hereinafter defined. If the Town Council or other entity or commission created by the Town Council desires to exercise its option to purchase, it shall do so by notifying the owner in writing of its intention to purchase such unit within the thirty-day period and shall thereafter proceed to close such transaction within fifteen (15) days after the exercise of such option. If the Town Council does not desire to purchase the condominium unit or takes no action within the thirty (30) day period, or if such transaction does not close within fifteen (15) days after the exercise of such option, through no fault of the seller, then the Town Clerk shall immediately advertise the condominium unit for sale for four (4) consecutive weeks in a newspaper located in the Town of Vail. Such sale shall be by competitive bid submitted by "Qualified Purchasers" as hereinafter defined, or by an employer whose business is located within the Town of Vail ("Employer"). If an Employer purchases a condominium unit, it must provide the Town with an opinion of bond counsel of recognized standing in the fields of Municipal Law and Municipal Tax Regulation that its purchase will not cause any of the Mortgage Revenue Bonds to be considered Industrial Development Bonds within the meaning of Section 103(b) of the Internal Revenue Code of 1954, as amended. The owner may accept the highest bid after the last publication date; or, in the alternative, reject all bids and retain ownership of the condominium unit. Notwithstanding the above, an owner may sell his condominium unit to a Qualified Purchaser without having the Town advertise the same, as long as he receives prior written consent from the Town of Vail. This right to sell without advertising the same, however, shall be subordinate to the Town Council's right to purchase as set forth above.

A transfer or conveyance by operation of law or otherwise of an interest of an owner to any other co-owners where such co-owners hold title on the date of such transfer as tenants in common or as joint tenants shall be exempt from the Town of Vail's right to purchase and the need for the Town to advertise the sale of the condominium unit, but shall not be exempt from the remaining provisions of paragraph 22.

If the owner does not receive a bid in an amount equal to or greater than the Maximum Resale Price within ninety (90) days of the last publication date, then the owner shall be allowed to sell his condominium unit on the "open market" and shall be deemed to have satisfied this paragraph number 22. The transferee, his grantees or successors in interest, however, shall be bound by the terms and conditions of this paragraph number 22 in the same manner and degree as if no transfer had occurred on the "open market." If the owner does not sell his condominium unit on the open market within one hundred eighty (180) days of the last publication date and if the owner still desires to sell his condominium unit, he must again comply with the full terms and conditions of this paragraph number 22. For the purpose of establishing the sales date in the preceding sentence, the recording date of the transfer deed shall be conclusive evidence of the date of sale.

If the owner rejects all bids without regard to the dollar value of such bids, he shall forfeit his deposit. If the owner sells the condominium unit to a Qualified Purchaser, as hereinafter defined, the Town of Vail, or an entity or commission created by the Town of Vail, or an employer whose business is located within the Town of Vail, then he shall pay the Town of Vail or its designee an amount equal to one percent (1%) of the sales price less the amount of deposit previously made. Such fees paid to the Town of Vail shall be for all advertising and administrative fees in connection with the sale of the condominium unit.

"Qualified Purchasers" shall be residents of Vail, Colorado who meet the qualification, including the maximum income qualification established annually by resolution of the Town Council. The revision of the qualifications shall be limited to those changes reasonably necessary to limit the sale of the condominium unit to purchasers of low and moderate income residing in the Town of Vail.

In no event shall any condominium unit be sold unless it is sold on the open market pursuant to the criteria set out above, for an amount in excess of the total of the following:

(i) An amount calculated as follows:

$$\text{Purchase price} + \left(\text{purchase price} \times \left[1.5 \times \frac{\text{current index} - \text{base index}}{\text{base index} + \text{current index}} \right] \right)$$

For the purposes of this subparagraph, the phrase "base index" shall be the index value of the Consumer Price Index which appeared most recently prior to the time of purchase and the term "current index" shall be the index value of the Consumer Price Index which appeared most recently prior to the sale for which the maximum resale price must be determined.

(ii) The value at the time of sale of all capital improvements made to the condominium unit plus the owner's prorata share of the costs of those made to the common elements and assessed to the owner. The value of the capital improvements shall be as determined by mutual agreement of the owner and Town of Vail or by an appraiser mutually acceptable to the owner and the Town of Vail. The cost of such appraisal shall be paid by the owner.

(iii) The cost of any public improvements for which assessments were imposed by any governmental or quasi-governmental agency which have been paid during the period of ownership.

The sum of (i), (ii) and (iii) above shall be the "Maximum Resale Price." In the event a bid is received equal to or in excess of the Maximum Resale Price herein established, the condominium unit shall be awarded to such bidder at said Maximum Resale Price. In the event two or more such bids are received, the winning bidder shall be selected by lottery and the condominium unit shall be sold to him at no more than the Maximum Resale Price. Notwithstanding the above, a qualified Purchaser shall always have preference over an Employer as long as his bid is equal to or greater than the Maximum Resale Price or the Employer's bid, whichever is less. In the event two or more bids are submitted which require the owner to take a promissory note as partial payment and no other Maximum Resale Price bids are received, then the owner may select the winning bidder at his sole discretion without the need of a lottery. Nothing herein, however, shall be construed to prevent the owner from rejecting all bids and retaining ownership of the condominium unit.

(b) No owner shall permit any purchaser to assume any or all of the owner's customary closing costs nor accept any other consideration such as to increase the purchase price above the bid price or Maximum Resale Price or so as to otherwise induce the owner to sell to said purchaser.

(c) The following transfers of interests in the condominium unit shall (unless designated to avoid the restrictions of this paragraph number 22) be exempt from this paragraph number 22:

(i) A transfer of an interest by will or inheritance.

(ii) A transfer of an interest to a trustee for the benefit of the owner or the owner's spouse or issue.

(iii) A transfer of an interest by treasurer's deed pursuant to a sale for delinquent taxes or by a sheriff's or public or private trustee's deed pursuant to a judgment execution or foreclosure sale.

Provided, however, anything above to the contrary notwithstanding, in the event the unit shall be transferred in any manner described in subparagraphs (i) through (iii), the transferee, his grantees or successors in interest, shall be bound by the terms and conditions of this paragraph number 22 in the same manner and degree as if no exempt transfer had occurred.

(d) After full compliance by an offering owner with paragraph 22, and after all periods of time provided for purchase by the Town Council (or other entity or commission created by the Town Council) or by a "Qualified Purchaser" have expired, then the Town Council shall prepare, execute, acknowledge and swear to a certificate in recordable form stating that the provisions of this paragraph 22 have been complied with and that any right or rights to purchase by the Town of Vail (or other entity or commission created by the Town Council) or by a "Qualified Purchaser" have been terminated. Such certificate may be signed by any member of the Town Council, the Town Manager, the Town Clerk, or such other person as designated by the Town Council, and shall be conclusive upon the Town of Vail (or other entity or commission created by the Town of Vail) and all Qualified Purchasers in favor of all persons who in good faith rely thereon.

23. Restrictions on Leasing.

(a) In the event the owner desires to lease his condominium unit, the owner shall notify the Town of Vail, attention: Town Clerk, of such intention and shall provide to the Town of Vail prior to the date of occupancy of the lessee written documentation showing the following:

(i) The name of lessee and his place of employment;

(ii) The term of the lease;

(iii) The monthly charge of the lease;

(iv) The security deposit amount; and

(v) The owner's cost of principal and interest payments, taxes, property insurance, condominium dues, and utilities.

(b) In no event shall the owner lease to a person who does not meet the qualifications of a Qualified Purchaser and the rental for such condominium unit shall not exceed the owner's monthly expenses for the costs of principal and interest payments, taxes, property insurance, condominium dues, utilities, plus an additional twenty dollars (\$20.00) and a reasonable refundable security deposit.

24. Notwithstanding the provisions of paragraph 13, the provisions in paragraphs 22 and 23 shall not be amended without the express written consent of the Town of Vail.

25. The provisions of paragraph 22 and 23 shall be binding upon all owners, or their heirs, successors and assigns, and all remain in effect for a period of seven years from the date of recording of this Declaration.

26. If a condominium unit is designated as a commercial unit under this Declaration or any supplement thereto, then any transfer of interest or leasing of such condominium unit shall be exempt from paragraphs 22 and 23.

27. In case of a transfer to a first lienor in connection with a foreclosure of its lien or taking a deed in lieu thereof, such transfer shall be exempt from paragraphs 22 and 23. If the first lienor sells the condominium unit subsequent to a foreclosure, then that transfer shall be exempt from paragraph 22; however, such transferee, his grantee or successor in interest shall be bound by the terms and conditions of paragraphs 22 and 23 in the same manner and degree as if no exempt transfer had occurred. If the first lienor or other grantee at a foreclosure sale purchases such unit for an amount greater than the "Maximum Resale Price," as computed under paragraph 22, then the Association shall be entitled to all funds in excess of the "Maximum Resale Price."

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 be 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 and supplemental to the Condominium Ownership Act of the State of Colorado 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.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration this 28th day of March, 1980.

"Declarant"

PITKIN CREEK PARK, INC.
a Colorado corporation

By Charles R. Anderson
Charles R. Anderson, President

Attest:

Jay K. Peterson
Jay K. Peterson, Secretary

The undersigned holder of a deed of trust upon the property covered by this Declaration hereby consents to and ratifies the provisions of this Declaration.

THE FIRST NATIONAL BANK OF DENVER
as Trustee

By Miloslav G. Janacek
Miloslav G. Janacek, Senior
Vice President and Trust Officer

Attest:

James R. Lawless
Assistant Cashier

The undersigned hereby consents to and ratifies the provisions of this Declaration.

TOWN OF VAIL



Attest:

M. Kline
Town Clerk

Bob E. Ship Mayor

EXHIBIT A

(Attached to and made a part of Condominium
Declaration for Pitkin Creek Park Condominiums)

Legal Description

Pitkin Creek Park Condominiums

A parcel of land lying entirely within Section 11,
Township 5 South, Range 80 West of the Sixth
Principal Meridian, Eagle County, Colorado, more
particularly described as follows:

Beginning at a point on the South right-of-way
of I-70, a nail set in a tree root, from whence
the Northeast corner of said Section 11 bears
North $41^{\circ}10'16''$ East 336.27 feet; thence North
 $59^{\circ}28'16''$ West 217.59 feet to a point on the
West bank of Pitkin Creek; thence along the West
bank of Pitkin Creek the following four courses:

S $58^{\circ}29'15''$ W 55.33 feet;
S $49^{\circ}12'10''$ W 77.45 feet;
S $61^{\circ}47'30''$ W 44.50 feet;
S $42^{\circ}25'00''$ W 17.23 feet;

thence leaving said bank, South $48^{\circ}34'25''$ East
121.60 feet; thence South $41^{\circ}25'25''$ West 50.0
feet to a point on the Northern right-of-way of
U. S. Highway 6; thence along said right-of-way
the following three courses:

S $46^{\circ}19'25''$ E 62.25 feet;
S $63^{\circ}08'39''$ E 103.67 feet to a brass
right-of-way marker;
S $46^{\circ}31'52''$ E 166.83 feet;

thence leaving said right-of-way North $41^{\circ}38'20''$
East 285.37 feet to a point on a curve of the
Southern right-of-way of I-70; thence 197.13 feet
along the arc of said curve to the left, having
a central angle of $4^{\circ}10'36''$ and a radius of 2,795.00
feet to the point of beginning and containing 193,357
square feet or 2.488 acres more or less.

EXHIBIT B

(Attached to and made a part of Condominium Declaration for Pitkin Creek Park Condominiums)

Legal Description

A parcel of land being part of Section 11 and 12, Township 5 South, Range 80 West of the Sixth Principal Meridian, Eagle County, Colorado, more particularly described as follows:

Beginning at a point on a curve and on the East line of said Section 11, said point being South $00^{\circ}19'06''$ East 412.80 feet from the Northeast corner of said Section 11; thence Northwesterly along the Southerly right-of-way line of Interstate Highway No. 70 and along the arc of a curve to the left having a radius of 2,705.00 feet, a distance of 275.50 feet (the chord of said arc bears North $54^{\circ}32'23''$ West and has a length of 275.30 feet); thence North $59^{\circ}28'16''$ West 276.60 feet to the true point of beginning; thence South $56^{\circ}50'09''$ West 227.87 feet; thence South $46^{\circ}19'25''$ East 260.00 feet; thence South $63^{\circ}08'39''$ East 103.67 feet; thence South $45^{\circ}31'52''$ East 511.01 feet; thence South $46^{\circ}24'00''$ East 5.65 feet to a point of intersection of said right-of-way with the East line of said Section 11; thence S $46^{\circ}24'00''$ East 555.29 feet to the Southwest corner of Big Horn Subdivision Third Addition Amended Plat; thence North $00^{\circ}19'00''$ West along West line of said plat, a distance of 459.61 feet; thence North $52^{\circ}11'10''$ West 220.57 feet; thence North $49^{\circ}26'40''$ West 291.51 feet; thence 7.80 feet on the arc of a curve to the left having a radius of 2,705.00 feet (the chord of said arc bears North $54^{\circ}32'28''$ West and has a length of 7.80 feet); thence 275.00 feet on the arc of a curve to the left having a radius of 2,705.00 feet (the chord of said arc bears North $51^{\circ}32'26''$ West and has a length of 275.30 feet); thence North $59^{\circ}28'16''$ West 276.61 feet to the true point of beginning;

excepting therefrom the following described parcel:

A parcel of land lying entirely within Section 11, Township 5 South, Range 80 West of the Sixth Principal Meridian, Eagle County, Colorado, more particularly described as follows:

Beginning at a point on the South right-of-way of I-70, a nail set in a tree root, from whence the Northeast corner of said Section 11 bears North $11^{\circ}10'46''$ East 336.27 feet; thence North $59^{\circ}28'16''$ West 217.58 feet to a point on the West bank of Pitkin Creek; thence along the West bank of Pitkin Creek the following four courses:

S $58^{\circ}29'13''$ W 55.33 feet;
S $49^{\circ}12'10''$ W 77.45 feet;
S $61^{\circ}47'30''$ W 44.50 feet;
S $42^{\circ}25'02''$ W 17.25 feet;

thence leaving said bank, South $48^{\circ}34'25''$ East 121.60 feet; thence South $41^{\circ}25'35''$ West 50.00 feet to a point on the Northern right-of-way of U. S. Highway 6; thence along said right-of-way the following three courses:

S 46°19'25" E 62.25 feet,
S 63°08'39" E 103.67 feet to a brass
right-of-way marker;
S 46°31'52" E 166.83 feet;

thence leaving said right-of-way North 41°38'20" East
285.37 feet to a point on a curve of the Southern
right-of-way of I-70; thence 197.18 feet along the
arc of said curve to the left, having a central
angle of 4°10'36" and a radius of 2,705.00 feet,
to the point of beginning and containing 108,357.58
square feet or 2.488 acres more or less.

EXHIBIT C

(Attached to and made a part of Condominium Declaration for Pitkin Creek Park Condominiums)

Interest in General Common Elements

Condominium Unit No.	Percentage Ownership in General Common Elements Appurtenant to the Condominium Unit or Commercial Unit	Square Feet in Condominium Unit or Commercial Unit*
1-A	.50866	763
1-B	.50866	763
1-C	.50866	763
1-D	.70266	1054
1-E	.61400	921
1-F	.64533	968
2-A	.50866	763
2-B	.50866	763
2-C	.50866	763
2-D	.50866	763
2-E	.64533	968
2-F	.70266	1054
2-G	.61400	921
2-H	.64533	968
3-A	.60400	906
3-B	.60400	906
3-C	.60400	906
3-D	.60400	906
3-E	.74266	1114
3-F	.81200	1218
3-G	.70533	1058
3-H	.74266	1114
4-A	.50866	763
4-B	.50866	763
4-C	.50866	763
4-D	.50866	763
4-E	.50866	763
4-F	.70266	1054
4-G	.61400	921
4-H	.70266	1054
4-I	.64100	921
4-J	.64533	968
5-A	.59400	891
5-B	.45800	687
5-C	.45800	687
5-D	.45800	687
5-E	.45800	687
5-F	.45800	687
5-G	.45800	687
5-H	.45800	687
5-I	.63466	952
5-J	.46000	690
5-K	.46000	690
5-L	.46000	690
5-M	.46000	690
5-N	.46000	690
5-O	.46000	690
5-P	.46000	690
5-Q	.42466	637
5-R	.30667	460
5-S	.30667	460
5-T	.30667	460
5-U	.30667	460
5-V	.30667	460
5-W	.30667	460
5-X	.30667	460

*Square footage determined from architectural drawings.

The owner of each condominium unit having an attached balcony or patio as shown on the map with the numerical designation of the balcony or patio corresponding to the numerical designation of the condominium unit to which it is attached, shall have the exclusive right to use such balcony and patio and each such balcony and patio shall be a limited common element appurtenant to such unit.

This is the best copy available from the
Eagle County Clerk and Recorder's Office.

**306/865
203248
FIRST SUPPLEMENT TO
CONDOMINIUM DECLARATION
FOR
PITKIN CREEK PARK CONDOMINIUMS**

306/865

FIRST SUPPLEMENT TO
CONDOMINIUM DECLARATION
FOR
PITKIN CREEK PARK CONDOMINIUMS

PITKIN CREEK PARK, INC., a Colorado corporation, the "Declarant," in the Condominium Declaration for Pitkin Creek Park Condominiums recorded on March 31, 1980 in Book 300 at page 24 of the records of the Clerk and Recorder of the County of Eagle, State of Colorado (the "Declaration"), desires to subject additional real property to the Declaration by this First Supplement to Condominium Declaration as provided for in the Declaration.

Supplemental Declaration

1. Declarant hereby adds the real property described in Schedule I attached hereto (such property being herein called "Phase II Property") as additional real property covered by the provisions of the Declaration, as supplemented hereby.
2. Concurrent herewith, Declarant files for record in Eagle County, State of Colorado, the Condominium Map of Pitkin Creek Park Phase II (the "Phase II Map").
3. Phase II Property is hereby initially divided into condominium units numbered 6-A through 6-H, inclusive, 8-A through 8-J, inclusive, and 9-A through 9-J, inclusive. Declarant hereby conveys and attributes from its reserved interest in the general common elements, as described in subparagraph 2(b) of the Declaration, to each such Phase II Property living unit an undivided percentage interest in the general common elements, such that each living unit consists of an apartment unit; an undivided interest in the general common elements appurtenant to such apartment unit, which interest is set forth in Schedule II attached hereto, and the exclusive or non-exclusive right to use and enjoy limited common elements, as set forth in Schedule II.
4. Declarant reserves all right, title and interest in and to the general common elements not made appurtenant to any condominium unit by the Declaration or by this First Supplement to Condominium Declaration, which interest Declarant may make appurtenant to condominium units built on property hereafter made subject to the Declaration as set forth in subparagraph 2(c) of the Declaration.

IN WITNESS WHEREOF, the undersigned has duly executed this First Supplement to Condominium Declaration for Pitkin Creek Park Condominiums this 8th day of August, 1980.

PITKIN CREEK PARK, INC.

By Charles R. Anderson
Charles R. Anderson, President



Charles R. Peterson
Charles R. Peterson, Secretary

The undersigned holder of a deed of trust upon the property covered by this First Supplement to Condominium Declaration for Pitkin Creek Park Condominiums hereby consents to and ratifies the provisions of this First Supplement.

THE FIRST NATIONAL BANK OF DENVER
as Trustee

By *Milton G. Janacek*
Milton G. Janacek, Senior
Vice President and Trust Officer

Attest:

James Clawgall
Assistant Cashier

The undersigned hereby consents to and ratifies the provisions of this First Supplement to Condominium Declaration for Pitkin Creek Park Condominiums.

TOWN OF VALE

By *Rodney E. Blifer*
Rodney E. Blifer, Mayor

Attest:

Colleen M. Kline
Colleen M. Kline, Town Clerk

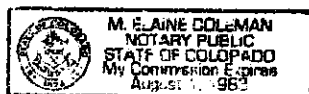
STATE OF COLORADO)
) ss.
EAGLE COUNTY)

824 The foregoing instrument was acknowledged before me this day of August, 1980, by Charles R. Anderson, President, and Jay K. Peterson, Secretary, of PITKIN CREEK PARK, INC., a Colorado corporation.

Witness my hand and official seal.

M. Elaine Coleman
Notary Public

My commission expires:



STATE OF COLORADO)
) ss.
DENVER COUNTY)

The foregoing instrument was acknowledged before me this 11th day of Sept, 1980, by Milton G. Janerek, Senior Vice President and Trust Officer, and JAMES R. CONGLE, Assistant Cashier, of The First National Bank of Denver.

Witness my hand and official seal.



James R. Congle
Notary Public

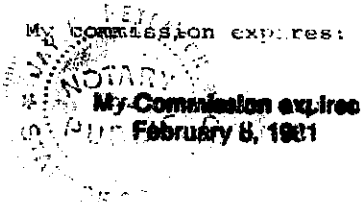
My commission expires: 7-10-83

STATE OF COLORADO)
) ss.
EAGLE COUNTY)

The foregoing instrument was acknowledged before me this 12th day of July, 1980, by Rodney E. Slifer, Mayor, and Colleen M. Kline, Town Clerk of the TOWN OF VAIL.

Witness my hand and official seal.

My commission expires:



Rodney E. Slifer
Notary Public

SCHEDULE 1

(Attached to and made a part of the First Supplement to Condominium Declaration for Pitkin Creek Park Condominiums)

Legal Description

Pitkin Creek Park Condominiums Phase II

A parcel of land being part of Sections 11 and 12, Township 5 South, Range 80 West of the Sixth Principal Meridian, Town of Vail, Eagle County, Colorado, more particularly described as follows:

Beginning at a point on the South right-of-way line of Interstate Highway 70, from whence the Northwest corner of Section 12 bears North $1^{\circ}07'41''$ West 417.94 feet; thence along the Southerly right-of-way line of said Interstate Highway 70 South $49^{\circ}26'40''$ East 291.51 feet to an aluminum pin and cap right-of-way marker; thence South $31^{\circ}45'42''$ West 205.75 feet; thence North $58^{\circ}14'18''$ West 116.80 feet; thence North $11^{\circ}32'40''$ East 178.22 feet; thence South $87^{\circ}00'24''$ West 91.32 feet; thence North $49^{\circ}21'40''$ West 143.14 feet to a point on the East line of Pitkin Creek Park Phase I; thence North $41^{\circ}38'20''$ East 121.17 feet along said East line of Phase I to a point on a curve of the Southern right-of-way line of Interstate Highway 70; thence 86.12 feet along the arc of a curve to the left, said curve having a central angle of $1^{\circ}49'27''$, a radius of 2,795.00 feet and a chord of 86.02 feet which bears South $52^{\circ}22'10''$ East to the point of beginning and containing 57,922.610 square feet or 1.330 acres more or less.

SCHEDULE II

(Attached to and made a part of the First Supplement to Condominium Declaration for Pitkin Creek Park Condominiums)

Interest in General Common Elements

<u>Condominium Unit No.</u>	<u>Percentage Ownership in General Common Elements Appurtenant to the Condominium Unit or Commercial Unit</u>	<u>Square Feet in Condominium Unit or Commercial Unit*</u>
6-A	.50866	763
6-B	.50866	763
6-C	.50866	763
6-D	.50866	763
6-E	.64533	968
6-F	.70266	1054
6-G	.61400	921
6-H	.64533	968
8-A	.56666	950
8-B	.56666	850
8-C	.60400	906
8-D	.60400	906
8-E	.60400	906
8-F	.60400	906
8-G	.74266	1114
8-H	.81200	1218
8-I	.70533	1058
8-J	.74266	1114
9-A	.60400	906
9-B	.60400	906
9-C	.64000	960
9-D	.60400	906
9-E	.60400	906
9-F	.60400	906
9-G	.74266	1114
9-H	.81200	1218
9-I	.70533	1058
9-J	.74266	1114

* Square footage determined from architectural drawings.

The owner of each condominium unit having an attached balcony or patio as shown on the map with the numerical designation of the balcony or patio corresponding to the numerical designation of the condominium unit to which it is attached shall have the exclusive right to use such balcony and patio and each such balcony and patio shall be a limited common element appurtenant to such unit.

This is the best copy available from the
Eagle County Clerk and Recorder's Office.

**315/945
212319
SECOND SUPPLEMENT TO
CONDOMINIUM DECLARATION
FOR
PITKIN CREEK PARK CONDOMINIUMS**

SECOND SUPPLEMENT TO
CONDOMINIUM DECLARATION
FOR
PITKIN CREEK PARK CONDOMINIUMS

PITKIN CREEK PARK INC., a Colorado corporation, the "Declarant," in the Condominium Declaration for Pitkin Creek Park Condominiums recorded on March 31, 1980 in Book 300 at page 924 of the records of the Clerk and Recorder of the County of Eagle, State of Colorado (the "Declaration"), and in the First Supplement to Condominium Declaration for Pitkin Creek Park Condominiums recorded on August 13, 1980 in Book 306 at page 865 of the records of the Clerk and Recorder of the County of Eagle, State of Colorado (the "First Supplement"), desires to subject additional real property to the Declaration by this Second Supplement to Condominium Declaration as provided for in the Declaration.

Supplemental Declaration

1. Declarant hereby adds the real property described in Schedule I attached hereto (such property being herein called "Phase III Property") as additional real property covered by the provisions of the Declaration, as supplemented hereby.
2. Concurrent herewith, Declarant files for record in Eagle County, State of Colorado, the Condominium Map of Pitkin Creek Park Phase III (the "Phase III Map").
3. Phase III Property is hereby initially divided into condominium units numbered 7-AA through 7-DD, inclusive, 7-A through 7-Z, inclusive, 10-A through 10-E, inclusive, 11-A through 11-J, inclusive, 12-A through 12-O, inclusive, 13-A through 13-E, inclusive, and 14-A through 14-J, inclusive. Declarant hereby conveys and attributes from its reserved interest in the general common elements, as described in subparagraph 2(b) of the Declaration, to each such Phase III Property living unit an undivided percentage interest in the general common elements, such that each living unit consists of an apartment unit; an undivided interest in the general common elements appurtenant to such apartment unit, which interest is set forth in Schedule II attached hereto, and the exclusive or non-exclusive right to use and enjoy limited common elements, as set forth in Schedule II.
4. Declarant reserves all right, title and interest in and to the general common elements not made appurtenant to any condominium unit by the Declaration or by this Second Supplement to Condominium Declaration, which interest Declarant may make appurtenant to condominium units built on property hereafter made subject to the Declaration as set forth in subparagraph 2(c) of the Declaration.

IN WITNESS WHEREOF, the undersigned has duly executed this Second Supplement to Condominium Declaration for Pitkin Creek Park Condominiums, this 30th day of December, 1980.



PITKIN CREEK PARK, INC.

By

Charles R. Anderson
Charles R. Anderson, President

The undersigned, holder of a deed of trust upon the property covered by this Second Supplement to Condominium Declaration for Pitkin Creek Park Condominiums, hereby consents to and ratifies the provisions of this Second Supplement.

THE FIRST NATIONAL BANK OF DENVER
as Trustee

By [Signature]
Milton G. Janecek, Senior
Vice President and Trust Officer

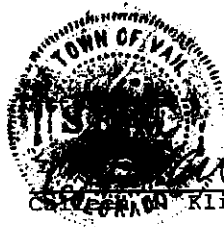


[Signature]
Gill, Assistant Cashier

The undersigned hereby consents to and ratifies the provisions of this Second Supplement to Condominium Declaration for Pitkin Creek Park Condominiums.

TOWN OF VAIL

By [Signature]
Rodney E. Slifer, Mayor



[Signature]
Clara M. Kline, Town Clerk

STATE OF COLORADO)
) ss.
EAGLE COUNTY)

The foregoing instrument was acknowledged before me this 30th day of December, 1980, by Charles R. Anderson, President, and Jay K. Peterson, Secretary, of PITKIN CREEK PARK, INC., a Colorado corporation.

Witness my hand and official seal.

[Signature]
Notary Public



My commission expires:

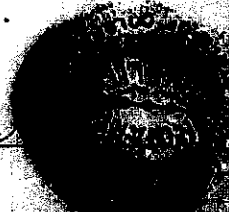
My Commission Expires July 15, 1984

STATE OF COLORADO)
) ss.
DENVER COUNTY)

The foregoing instrument was acknowledged before me this 5th day of January, 1981, by Milton G. Janecek, Senior Vice President and Trust Officer, and James R. Cowgill, Assistant Cashier, of THE FIRST NATIONAL BANK OF DENVER, as Trustee.

Witness my hand and official seal.

[Signature]
Notary Public



My commission expires:

My Commission Expires June 1, 1983

SCHEDULE I

(Attached to and made a part of the Second
Supplement to Condominium Declaration for
Pitkin Creek Park Condominiums)

Legal Description

Pitkin Creek Park Condominiums Phase III

A parcel of land lying in Sections 11 and 12,
Township 5 South, Range 80 West of the 6th
Principal Meridian, Town of Vail, Eagle County,
Colorado, more particularly described as follows:

Commencing at the Northwest corner of said
Section 12, thence S 01°07'41" E 417.94 feet;
thence S 49°26'40" E 291.51 feet to the Point
of Beginning; thence S 52°11'10" E 220.57 feet;
thence S 00°19'00" E 459.61 feet; thence
N 46°24'00" W 555.29 feet; thence N 46°24'00"
W 5.65 feet, thence N 46°31'52" W 344.18 feet;
thence N 41°38'20" E 164.20 feet; thence
S 48°21'40" E 143.14 feet; thence N 87°00'24"
E 91.32 feet; thence S 11°32'40" W 178.22 feet;
thence S 58°14'18" E 116.80 feet; thence
N 31°45'42" E 205.75 feet to the Point of
Beginning, containing 176,189 square feet or
4.045 acres more or less.

SCHEDULE II

(Attached to and made a part of the Second Supplement to Condominium Declaration for Pitkin Creek Park Condominiums)

Interest in General Common Elements

Condominium Unit No.	Percentage Ownership in General Common Elements Appurtenant to the Condominium Unit or Commercial Unit	Square Feet in Condominium Unit or Commercial Unit*
7-AA "Commercial Unit"	3.4000	5100
7-BB "Commercial Unit"	1.7293	2534
7-CC "Commercial Unit"	.78533	1178
7-DD "Commercial Unit"	.49866	748
7-A	.46000	690
7-B	.46000	690
7-C	.46000	690
7-D	.46000	690
7-E	.46000	690
7-F	.46000	690
7-G	.46000	690
7-H	.46000	690
7-I	.51200	768
7-J	.46000	690
7-K	.51200	768
7-L	.46000	690
7-M	.46000	690
7-N	.46000	690
7-O	.63466	952
7-P	.30667	460
7-Q	.30667	460
7-R	.30667	460
7-S	.30667	460
7-T	.30667	460
7-U	.30667	460
7-V	.30667	460
7-W	.30667	460
7-X	.30667	460
7-Y	.30667	460
7-Z ₁	.30667	460
7-Z ₂	.42466	637
10-A	.56666	850
10-B	.60400	906
10-C	.60400	906
10-D	.74266	1114
10-E	.74266	1114
11-A	.56666	850
11-B	.56666	850
11-C	.60400	906
11-D	.60400	906
11-E	.60400	906
11-F	.60400	906
11-G	.74266	1114
11-H	.81200	1218
11-I	.70533	1058
11-J	.74266	1114

SCHEDULE II (con't)

<u>Condominium Unit No.</u>	<u>Percentage Ownership in General Common Elements Appurtenant to the Condominium Unit or Commercial Unit</u>	<u>Square Feet in Condominium Unit or Commercial Unit*</u>
12-A	.56666	850
12-B	.56666	850
12-C	.56666	850
12-D	.60400	906
12-E	.60400	906
12-F	.60400	906
12-G	.60400	906
12-H	.60400	906
12-I	.60400	906
12-J	.74266	1114
12-K	.81200	1218
12-L	.70533	1058
12-M	.81200	1218
12-N	.70533	1058
12-O	.74266	1114
13-A	.56666	850
13-B	.60400	906
13-C	.60400	906
13-D	.81200	1218
13-E	.74266	1114
14-A	.56666	850
14-B	.56666	850
14-C	.60400	906
14-D	.60400	906
14-E	.60400	906
14-F	.60400	906
14-G	.74266	1114
14-H	.81200	1218
14-I	.70533	1058
14-J	.74266	1114

*Square footage determined from architectural drawings.

The owner of each condominium unit having an attached balcony or patio as shown on the map with the numerical designation of the balcony or patio corresponding to the numerical designation of the condominium unit to which it is attached shall have the exclusive right to use such balcony and patio and each such balcony and patio shall be a limited common element appurtenant to such unit.

This is the best copy available from the
Eagle County Clerk and Recorder's Office.

325/464
221828
THIRD SUPPLEMENT TO
CONDOMINIUM DECLARATION
FOR
PITKIN CREEK PARK CONDOMINIUMS

THIRD SUPPLEMENT TO
CONDOMINIUM DECLARATION
FOR
PITKIN CREEK PARK CONDOMINIUMS

14.00

PITKIN CREEK PARK, INC., a Colorado corporation, the "Declarant," in the Condominium Declaration for Pitkin Creek Park Condominiums recorded on March 31, 1980 in Book 300 at page 924 of the records of the Clerk and Recorder of the County of Eagle, State of Colorado (the "Declaration"), and in the First Supplement to Condominium Declaration for Pitkin Creek Park Condominiums recorded on August 13, 1980 in Book 306 at page 865 of the records of the Clerk and Recorder of the County of Eagle, State of Colorado (the "First Supplement"), and in the Second Supplement to Condominium Declaration for Pitkin Creek Park Condominiums recorded on January 6, 1981 in Book 315 at page 945 of the records of the Clerk and Recorder of the County of Eagle, State of Colorado (the "Second Supplement"), desires to convey and make attributable to the apartment units and the commercial units as set forth in Exhibit "C" of the Declaration, Schedule II of the First Supplement and Schedule II of the Second Supplement all of its reserved interest in the common elements which has not become attributable to an apartment unit or a commercial unit pursuant to the Declaration, First Supplement or Second Supplement.

Supplemental Declaration

14.00

1. Pursuant to paragraph 2(d) of the Declaration Declarant hereby conveys and attributes all of its remaining reserved interest in the general common elements as described in paragraph 2(b) of the Declaration to each condominium unit or commercial unit as set forth in Exhibit "C" of the Declaration, Schedule II of the First Supplement and Schedule II of the Second Supplement, an additional undivided interest in the general common elements, which interest is set forth in Schedule I attached hereto.

2. It is the intent of the Declarant by executing and recording this Third Supplement, to convey all of its remaining right, title and interest in the common elements heretofore reserved by the Declarant pursuant to the provisions of subparagraph 2(b) of the Declaration to each condominium unit or commercial unit as set forth in Schedule I of this Third Supplement.

IN WITNESS WHEREOF, the undersigned has duly executed this Second Supplement to Condominium Declaration for Pitkin Creek Park Condominiums, this 16th day of June, 1981.

PITKIN CREEK PARK, INC.
by Charles R. Anderson
Charles R. Anderson, President

M. Elaine Coleman
M. Elaine Coleman, Assistant Secretary

SCHEDULE I

(Attached to and made a part of the Third Supplement to
 Condominium Declaration for Pitkin Creek Park Condominiums)
Interest in General Common Elements

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
Condominium Unit No.	Percentage Ownership in General Common Elements Appurtenant to the Condominium Unit or Commercial Unit Pursuant to Exhibit "C" of the Declaration, Schedule II of the First Supplement and Schedule II of the Second Supplement	Percentage Ownership in General Common Elements Appurtenant to the Condominium Unit or Commercial Unit being conveyed by this Third Supplement	Total Percentage Ownership in General Common Elements Appurtenant to the Condominium Unit or Commercial Unit (Column 2 + Column 3)
1-A	.50866	.03029	.53895
1-B	.50866	.03029	.53895
1-C	.50866	.03029	.53895
1-D	.70266	.04184	.74450
1-E	.61400	.03656	.65056
1-F	.64533	.03843	.68376
2-A	.50866	.03029	.53895
2-B	.50866	.03029	.53895
2-C	.50866	.03029	.53895
2-D	.50866	.03029	.53895
2-E	.64533	.03843	.68376
2-F	.70266	.04184	.74450
2-G	.61400	.03656	.65056
2-H	.64533	.03843	.68376
3-A	.60400	.03596	.63996
3-B	.60400	.03596	.63996
3-C	.60400	.03596	.63996
3-D	.60400	.03596	.63996
3-E	.74266	.04422	.78688
3-F	.81200	.04835	.86035
3-G	.70533	.04200	.74733
3-H	.74266	.04422	.78688
4-A	.50866	.03029	.53895
4-B	.50866	.03029	.53895
4-C	.50866	.03029	.53895
4-D	.50866	.03029	.53895
4-E	.50866	.03029	.53895
4-F	.70266	.04184	.74450
4-G	.61400	.03656	.65056
4-H	.70266	.04184	.74450
4-I	.61400	.03656	.65056
4-J	.64533	.03843	.68376
5-A	.45800	.02727	.48527
5-B	.45800	.02727	.48527
5-C	.45800	.02727	.48527
5-D	.45800	.02727	.48527
5-E	.45800	.02727	.48527
5-F	.45800	.02727	.48527
5-G	.45800	.02727	.48527
5-H	.45800	.02727	.48527
5-I	.63466	.03780	.67246
5-J	.46000	.02739	.48739
5-K	.46000	.02739	.48739
5-L	.46000	.02739	.48739
5-M	.46000	.02739	.48739
5-N	.46000	.02739	.48739
5-O	.46000	.02739	.48739
5-P	.46000	.02739	.48739
5-Q	.46000	.02739	.48739
5-R	.46000	.02739	.48739
5-S	.46000	.02739	.48739
5-T	.46000	.02739	.48739
5-U	.46000	.02739	.48739
5-V	.46000	.02739	.48739
5-W	.46000	.02739	.48739
5-X	.46000	.02739	.48739
5-Y	.46000	.02739	.48739
5-Z	.46000	.02739	.48739
6-A	.30667	.01826	.32493
6-B	.30667	.01826	.32493
6-C	.30667	.01826	.32493
6-D	.30667	.01826	.32493
6-E	.30667	.01826	.32493
6-F	.30667	.01826	.32493
6-G	.30667	.01826	.32493
6-H	.30667	.01826	.32493
6-I	.30667	.01826	.32493
6-J	.30667	.01826	.32493
6-K	.30667	.01826	.32493
6-L	.30667	.01826	.32493
6-M	.30667	.01826	.32493
6-N	.30667	.01826	.32493
6-O	.30667	.01826	.32493
6-P	.30667	.01826	.32493
6-Q	.30667	.01826	.32493
6-R	.30667	.01826	.32493
6-S	.30667	.01826	.32493
6-T	.30667	.01826	.32493
6-U	.30667	.01826	.32493
6-V	.30667	.01826	.32493
6-W	.30667	.01826	.32493
6-X	.30667	.01826	.32493
6-Y	.30667	.01826	.32493
6-Z	.30667	.01826	.32493

Schedule I (con't)

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
Condominium Unit No.	Percentage Ownership in General Common Elements Appurtenant to the Condominium Unit or Commercial Unit pursuant to Exhibit "C" of the Declaration, Schedule II of the First Supplement and Schedule II of the Second Supplement	Percentage Ownership in General Common Elements Appurtenant to the Condominium Unit or Commercial Unit being conveyed by this Third Supplement	Total Percentage Ownership in General Common Elements Appurtenant to the Condominium Unit or Commercial Unit (Column 2 + Column 3)
6-A	.50866	.03029	.53895
6-B	.50866	.03029	.53895
6-C	.50866	.03029	.53895
6-D	.50866	.03029	.53895
6-E	.64533	.03843	.68376
6-F	.70266	.04184	.74450
6-G	.61400	.03656	.65056
6-H	.64533	.03843	.68376
8-A	.66566	.03374	.69940
8-B	.66566	.03374	.69940
8-C	.60400	.03596	.63996
8-D	.60400	.03596	.63996
8-E	.60400	.03596	.63996
8-F	.60400	.03596	.63996
8-G	.74266	.04422	.78688
8-H	.81200	.04835	.86035
8-I	.70533	.04200	.74733
8-J	.74266	.04422	.78688
9-A	.60400	.03596	.63996
9-B	.60400	.03596	.63996
9-C	.64000	.03811	.67811
9-D	.60400	.03596	.63996
9-E	.60400	.03596	.63996
9-F	.60400	.03596	.63996
9-G	.74266	.04422	.78688
9-H	.81200	.04835	.86035
9-I	.70533	.04200	.74733
9-J	.74266	.04422	.78688
7-AA "Commercial Unit"	3.4000	.0024	3.4024
7-BB "Commercial Unit"	1.7293	.1030	1.8323
7-CC "Commercial Unit"	.78533	.04676	.83209
7-DD "Commercial Unit"	.49866	.02969	.52835
7-A	.46000	.02739	.48739
7-B	.46000	.02739	.48739
7-C	.46000	.02739	.48739
7-D	.46000	.02739	.48739
7-E	.46000	.02739	.48739
7-F	.46000	.02739	.48739
7-G	.46000	.02739	.48739
7-H	.46000	.02739	.48739
7-I	.46000	.02739	.48739
7-J	.46000	.02739	.48739
7-K	.46000	.02739	.48739
7-L	.46000	.02739	.48739
7-M	.46000	.02739	.48739
7-N	.46000	.02739	.48739
7-O	.46000	.02739	.48739
7-P	.46000	.02739	.48739
7-Q	.46000	.02739	.48739
7-R	.46000	.02739	.48739
7-S	.46000	.02739	.48739
7-T	.46000	.02739	.48739
7-U	.46000	.02739	.48739
7-V	.46000	.02739	.48739
7-W	.46000	.02739	.48739
7-X	.46000	.02739	.48739
7-Y	.46000	.02739	.48739
7-Z1	.46000	.02739	.48739
7-Z2	.42466	.02529	.44995

Schedule I (Cont)

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
Condominium Unit No.	Percentage Ownership in General Common Elements Appurtenant to the Condominium Unit or Commercial Unit pursuant to Exhibit "C" of the Declaration, Schedule II of the First Supplement and Schedule II of the Second Supplement	Percentage Ownership in General Common Elements Appurtenant to the Condominium Unit or Commercial Unit being conveyed by this Third Supplement	Total Percentage Ownership in General Common Elements Appurtenant to the Condominium Unit or Commercial Unit (Column 2 + Column 3)
	10-A	.56666	.03374
10-B	.60400	.03596	.63996
10-C	.60400	.03596	.63996
10-D	.74266	.04422	.78688
10-E	.74266	.04422	.78688
11-A	.56666	.03374	.60040
11-B	.56666	.03374	.60040
11-C	.60400	.03596	.63996
11-D	.60400	.03596	.63996
11-E	.60400	.03596	.63996
11-F	.60400	.03596	.63996
11-G	.74266	.04422	.78688
11-H	.81200	.04835	.86035
11-I	.70533	.04200	.74733
11-J	.74266	.04422	.78688
12-A	.56666	.03374	.60040
12-B	.56666	.03374	.60040
12-C	.56666	.03374	.60040
12-D	.60400	.03596	.63996
12-E	.60400	.03596	.63996
12-F	.60400	.03596	.63996
12-G	.60400	.03596	.63996
12-H	.60400	.03596	.63996
12-I	.60400	.03596	.63996
12-J	.74266	.04422	.78688
12-K	.81200	.04835	.86035
12-L	.70533	.04200	.74733
12-M	.81200	.04835	.86035
12-N	.70533	.04200	.74733
12-O	.74266	.04422	.78688
13-A	.56666	.03374	.60040
13-B	.60400	.03596	.63996
13-C	.60400	.03596	.63996
13-D	.81200	.04835	.86035
13-E	.74266	.04422	.78688
14-A	.56666	.03374	.60040
14-B	.56666	.03374	.60040
14-C	.60400	.03596	.63996
14-D	.60400	.03596	.63996
14-E	.60400	.03596	.63996
14-F	.60400	.03596	.63996
14-G	.74266	.04422	.78688
14-H	.81200	.04835	.86035
14-I	.70533	.04200	.74733
14-J	.74266	.04422	.78688

BYLAWS
OF
PITKIN CREEK PARK
CONDOMINIUM ASSOCIATION

ARTICLE I

Offices

The principal office of the corporation (the "Association") shall be located in Suite 306, 148 South Frontage Road West, Vail, Colorado 81657. The corporation may also have offices and may carry on its purposes at such other places within and outside the State of Colorado as the board of directors may from time to time determine.

ARTICLE II

Membership, Voting, Quorum and Proxies

1. Membership. The members of the Association shall be as set forth in the articles of incorporation from time to time.

2. Voting Rights. The voting rights of the members shall be as set forth in the articles of incorporation and in these bylaws from time to time.

3. Quorum. Except as otherwise provided in these bylaws, the presence in person or by proxy of members entitled to vote more than 50 percent of the total votes of the members shall constitute a quorum.

4. Proxies. Votes may be cast in person or by proxy. Every proxy must be executed in writing by the member or his duly authorized attorney-in-fact. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise provided in the proxy.

5. Majority Vote. At any meeting of members, if a quorum is present, the affirmative vote of more than 50 percent of the votes represented at the meeting, in person or by proxy, shall be the act of the members, unless the vote of a greater number is required by law, the articles of incorporation, the condominium declaration (the "Declaration") establishing the condominium project at Pitkin Creek Park Condominiums (the "Premises"), or these bylaws.

ARTICLE III

Administration

1. Annual Meeting. The annual meeting of the members shall be held at a time designated by the board of directors or the third Friday in the month of April, beginning with the year 1980, for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in Colorado, such meeting shall be held on the next succeeding business day.

2. Special Meetings. Special meetings of the members, for any purpose, unless otherwise prescribed by statute, may be called by the president or by the board of directors, and

shall be called by the president at the request of the members entitled to vote 25 percent or more of the total votes of the members.

3. Place of Meeting. The board of directors may designate any place, either within or outside Colorado, as the place for any annual meeting or for any special meeting called by the board of directors. A waiver of notice signed by all members entitled to vote at a meeting may designate any place, either within or outside Colorado, as the place for such meeting. If no designation is made, or if a special meeting shall be called otherwise than by the board, the place of meeting shall be the principal office of the corporation in Colorado.

4. Notice of Meeting. Written or printed notice of any meeting of the members, stating the place, day and hour of the meeting, and the purpose or purposes for which the meeting is called, shall be delivered personally or by mail to each member entitled to vote at such meeting not less than 10 nor more than 50 days before the date of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears in the office of the Association, with postage thereon prepaid. For the purpose of determining members entitled to notice of or to vote at any meeting of members, the board of directors may set a record date for such determination of members, in accordance with the laws of Colorado. If requested by the person or persons lawfully calling such meetings, the secretary shall give notice thereof at corporate expense.

5. Informal Action by Members. Any action required or permitted to be taken at a meeting of the members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the members, and may be stated as such in any articles or document files with the Secretary of State of Colorado.

6. Voting. In the election of directors each member shall have the right to vote the number of votes to which he is entitled for as many persons as there are directors to be elected, and for whose election he is entitled to vote. Cumulative voting shall not be allowed.

ARTICLE IV

Board of Directors

1. Number, Tenure and Qualifications. The business and affairs of the Association shall be managed by a board of directors consisting of three directors, until the first annual meeting and thereafter consisting of five directors, each of whom shall be an individual member, or a partner, trustee, officer, director or 25 percent shareholder of an organizational member, one of the initial directors named in the articles of incorporation, or a person designated by Declarant (as defined in the Declaration). A person other than an initial director or a director designated by Declarant shall automatically cease to be a director at such time as he ceases to be an individual member or a partner, trustee, officer, director or 25 percent shareholder of an organizational member. The

initial directors shall serve until the first annual meeting; otherwise directors shall be elected trustee annually by the members at the annual meeting. Each director shall hold office until the election and qualification of his successor.

2. Election of Directors. Declarant shall have the right to elect three directors for as long as it owns any land described on Exhibit B of the Declaration (which right expires June 1, 1982). Such directors are designated Class B directors. All directors not to be elected by Declarant shall be designated Class A directors and shall be elected by a majority vote of the Owners entitled to vote at a meeting at which directors are to be elected. At such time as Declarant is no longer entitled to elect Class B directors, there shall be only one class of directors and all such directors shall be elected by a majority vote of all members who are entitled to vote at a meeting which directors are to be elected. As long as any land described in Exhibit B of the Declaration can be subjected to the Declaration, this Section 2 of Article IV shall not be amended unless Declarant consents in writing to such amendment.

3. Resignations; Vacancies. Any director may resign at any time by giving written notice to the president or the secretary of the Association. Such resignation shall take effect at the time specified therein; and unless otherwise specified therein; the acceptance of such resignation shall not be necessary to make it effective. Any vacancy occurring in the board of directors (by reason of resignation, death, or an increase in the number of directors) may be filled by

the affirmative vote of a majority of the directors of the same class as the resigning or dead director, or of the entire board in the case of an increase in the number of directors, then in office though less than a quorum. A director elected to fill a vacancy shall be elected to serve until the next annual meeting of the members. As long as any land described in Exhibit B of the Declaration can be subjected to the Declaration, this Section 3 of Article IV shall not be amended unless Declarant consents in writing to such amendment.

4. General Powers. The board of directors shall have and may exercise all the powers of the Association except such as are expressly conferred upon the members, either in their capacity as members of the Association or as owners ("Owners") of condominium units (the "Units") located on the Premises, by law, or by the articles of incorporation, the Declaration or these bylaws.

5. Additional Powers and Responsibilities. In addition to its general powers, the board of directors shall have the authority and the responsibility, acting through the Association's officers:

(a) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration submitting the property to the provisions of the Condominium Ownership Act of the State of Colorado.

(b) To establish, make, amend and enforce compliance with such reasonable house rules as may be necessary for the operation, use and occupancy of the Premises.

(c) To maintain in good order, condition and

repair all of the general and limited common elements, as defined in the Declaration, and all items of personal property used in the enjoyment of the Premises.

(d) To obtain and maintain insurance in connection with the Premises, the Owners, the Association and holders of liens on Units in the manner and the amounts provided in the Declaration.

(e) To fix, determine, levy and collect annual and special assessments to be paid by each of the Owners to meet the common expenses (as defined in the Declaration) and to create a contingency reserve therefor, all as specifically provided for in Paragraph 8 of the Declaration.

(f) To collect promptly all delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner as is provided in the Declaration and these bylaws.

(g) To protect and defend the Premises from loss and damage by suit or otherwise.

(h) To borrow funds in order to pay for any expenditure or outlay authorized by these bylaws and the Declaration, to execute all such instruments evidencing such indebtedness as the board of directors may deem necessary or advisable.

(i) To enter into contracts within the scope of their duties and powers.

(j) To establish a bank account for the common treasury and for all separate funds which are required or may be deemed advisable by the board of directors.

(k) To maintain full and accurate books and records showing all of the receipts, expenses or disbursement of the Association. Any member or his first lienor, as defined in the Declaration may inspect such records at any reasonable time, and upon ten days' notice to the managing agent or board of directors and payment of a reasonable fee, any member, first lienor or prospective member or first lienor shall be furnished a statement of such present members account setting forth the amount of any unpaid assessments or other charges due and owing from such present member.

(l) To prepare and deliver annually to each member a statement showing all receipts, expenses or disbursements since the last such statement.

(m) To take any action or enter into any agreement that may be required as a condition to allow any first lienor to sell his interest in any Unit to the Federal Home Mortgage Corporation (FHLMC), which shall include, but not be limited to, giving written notice to FHLMC of any loss to, or taking of, general or limited common elements if such loss or taking exceeds \$10,000 or damage to a Unit covered by a mortgage or deed of trust purchased in whole or in part by FHLMC exceeds \$1,000. Such notice shall be sent in care of the party servicing such mortgage or deed of trust.

6. Managing Agent. The board of directors may employ a managing agent for the Association at a compensation established by the board to perform such duties and services as the board shall authorize including, but not limited to, the duties listed in Section 5 of this Article IV.

7. Regular Meetings. Regular meetings of the board of directors may be held without call or formal notice at such places within the State of Colorado, and at such times as the board may from time to time by vote determine. Any business may be transacted at a regular meeting. Until further determination, the regular meeting of the board of directors for the election of officers and for such other business as may come before the meeting may be held without call or formal notice immediately after, and at the same place as, the annual meeting of members, or any special meeting of members at which a board of directors is elected.

8. Special Meetings. Special meetings of the board of directors may be held at any place within Colorado at any time when called by the president, or by two or more directors, at least three days' prior notice of the time and place thereof being given to each director by leaving such notice with him or at his residence or usual place of business, or by mailing or telegraphing it prepaid, and addressed to him at his post office address as it appears on the books of the Association, or by telephone. Notices need not state the purposes of the meeting. No notice of any adjourned meeting of the directors shall be required.

9. Quorum. A majority of the number of directors fixed by the bylaws shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time. When a quorum is present at any meeting, a majority of the directors in attendance shall, except where a larger number is required by law, by the articles of incorpo-

ration or by these bylaws, decide any question brought before such meeting.

10. Waiver of Notice. Before, at or after any meeting of the board of directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the board shall be a waiver of notice by him except when a director attends the meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

11. Meetings by Telephone. Unless otherwise provided by the articles of incorporation, members of the board of directors or any committee thereof may participate in a meeting of the board or committee by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

12. Informal Action by Directors. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the directors.

ARTICLE V

Officers and Agents

1. General. The officers of the Association shall be a president (who shall be chosen from the members of the board of directors), one or more vice presidents, a secretary and a treasurer. The board of directors may appoint such other officers, assistant officers, committees and agents, including assistant secretaries and assistant treasurers, as they may consider necessary or advisable, who shall be chosen in such manner and and hold their offices for such terms and have such authority and duties as from time to time may be determined by the board of directors. One person may hold any two offices, except that no person may simultaneously hold the offices of president and secretary. In all cases where the duties of any officer, agent or employee are not prescribed by the bylaws or by the board of directors, such officer, agent or employee shall follow the orders and instructions of the president.

2. Removal of Officers. Upon an affirmative vote of a majority of the members of the board of directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the board of directors, or at any special meeting of the board called for such purpose.

3. Vacancies. A vacancy in any office, however occurring, may be filled by the board of directors for the unexpired portion of the term.

4. President. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the board of directors. He shall have the general and active control of the affairs and business of the Association and general supervision of its officers, agents and employees.

5. Vice Presidents. The vice presidents shall assist the president and shall perform such duties as may be assigned to them by the president or by the board of directors. In the absence of the president, the vice president designed by the board of directors or (if there be no such designation) designated in writing by the president shall have the powers and perform the duties of the president. If no such designation shall be made, each and every vice president may exercise such powers and perform such duties.

6. The Secretary. The secretary shall:

(a) Keep the minutes of the proceedings of the members, executive committee and the board of directors;

(b) See that all notices are duly given in accordance with the provisions of these bylaws, the Declaration and as required by law;

(c) Be custodian of the corporate records and of the seal of the Association and affix the seal to all documents when authorized by the board of directors;

(d) Keep at its registered office or principal place of business within or outside Colorado a record containing the names and registered addresses of all members, the designation

of the Unit owned by each member, and, if such Unit is encumbered by a mortgage or a deed of trust, the name and address of the party who holds the promissory note secured by such mortgage or deed of trust;

(e) In general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the board of directors. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

7. Treasurer. The treasurer shall be the principal financial officer of the Association and shall have the care and custody of all funds, securities, evidences of indebtedness and other personal property of the Association and shall deposit the same in accordance with the instructions of the board of directors. He shall receive and give receipts and acquittances for moneys paid in on account of the Association, and shall pay out of the funds on hand all bills, payrolls and other just debts of the Association of whatever nature upon maturity. He shall perform all other duties incident to the office of the treasurer and, upon request of the board, shall make such reports to it as may be required at any time. He shall, if required by the board, give the Association a bond in such sums and with such sureties as shall be satisfactory to the board, conditioned upon the faithful performance of his duties and for the restoration to the Association of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association. He shall have such other

powers and perform such other duties as may be from time to time prescribed by the board of directors or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

ARTICLE VI

Obligations of The Members

1. Assessments. Each Owner shall pay his share of all assessments imposed by the Association to meet the common expenses. Each assessment shall be allocated among the Owners on the basis of their Sharing Ratios, as defined in the Declaration, except that with respect to unoccupied Units owned by Declarant, the Association shall assess Declarant only 75 percent of such pro rata share. If a Unit is owned by two or more Owners, each of such co-Owners shall be jointly and severally liable for the portion of the assessment attributable to such Unit. Assessments shall be due and payable on the date or dates specified in the assessment notice. All unpaid assessments may bear interest at a rate determined by the board of directors from time to time and shall be secured by a lien on the Unit owned by the defaulting Owner, in accordance with the provisions of the Declaration.

2. Maintenance and Repair.

(a) Every Owner shall perform or cause to be performed at his own expense all maintenance and repair work within his own apartment unit (as defined in the Declaration) necessary to maintain such unit in a good and habitable state of repair.

(b) All repairs of internal installations in a Unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, electrical fixtures and all other accessories, equipment and fixtures belonging to an apartment unit shall be at the Owner's expense.

(c) Each Owner shall reimburse the Association promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any general or limited common element damaged by the negligence or intentional acts of such Owner, his family, tenants or invitees.

3. Compliance With Declaration, Articles, By-Laws and Rules. Each member shall comply with all of the provisions of the Declaration, the articles of incorporation and bylaws of the Association and any rules and regulations issued by the board of directors. If a member fails to comply, the Association shall have the power, during the period of such delinquency, (a) to revoke a delinquent member's right to use general common elements designed for recreational purposes, if any, and (b) to suspend a member's voting privileges.

ARTICLE VII

Evidence of Ownership, Registration of Mailing Address and Lien Holders

1. Proof of Ownership. Except for those Owners who initially contracted to purchase a Unit from the Declarant, any person on becoming an Owner shall furnish to the Association a photocopy or a certified copy of the recorded instrument vesting that person with an interest or ownership. Such copy shall

remain in the files of the Association. A member shall not be deemed to be in good standing and shall not be entitled to vote at any annual or special meeting of members unless this requirement is first satisfied. The Association may issue membership certificates to its members; however, such certificates shall not be deemed to be shares of stock in the Association.

2. Registration of Mailing Address. If a Unit is owned by two or more Owners, such co-Owners shall designate one address as the registered address required by the Declaration. The registered address of an Owner or Owners shall be furnished to the secretary within five days after transfer of title, or after a change of address, and such registration shall be in written form and signed by all of the Owners or by such persons as are authorized by law to represent the interest of the Owners thereof.

3. Liens. Any Owner who mortgages or grants a deed of trust covering his Unit shall notify the board of directors of the name and address of the mortgagee or beneficiary of the deed of trust and shall file conformed copies of the note and security instrument with the board of directors. The board of directors shall maintain such information in a book entitled "Liens on Units." The board of directors, when giving notice to an Owner of default in paying an assessment or other default, shall send a copy of such notice to each mortgagee or beneficiary of a deed of trust covering such Owner's Unit whose name and address has theretofore been furnished to the board of directors. First lienors, as shown in the Liens on Units, shall have the right to examine the books and records of the Association at any reasonable time.

4. Address of the Association. The address of the Association shall be Suite 306, Vail National Bank Building, 8 South Frontage Road West, P.O. Box 1425, Vail, Colorado 81657. Such address may be changed from time to time upon written notice to all members and all mortgages or beneficiaries of deeds of trust listed in Liens on Units.

ARTICLE VIII

Security Interest In Membership

Owners shall have the right irrevocably to constitute and appoint the mortgagee or the beneficiary of a trust deed their true and lawful attorney-in-fact to vote their Unit membership in the Association at any and all meetings of the Association and to vest in the mortgagee or the beneficiary any and all rights, privileges and powers that they as Owners under the articles of incorporation and these bylaws or by virtue of the Declaration. Such proxy shall become effective upon the filing of notice by the mortgagee or the beneficiary with the secretary of the Association at such time or times as the mortgagee or the beneficiary shall deem its security in jeopardy by reason of the failure, neglect or refusal of the Association, the board of directors or the Owners to carry out their duties as set forth in the Declaration. A release of the mortgage or the beneficiary's deed of trust shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve Owners, as mortgagors,

of their duties and obligations as Owners or to impose upon the mortgagee on the beneficiary of the deed of trust the duties and obligations of an Owner.

ARTICLE IX

Amendments

1. By Directors. Except as by law, the articles of incorporation, the Declaration or these bylaws limited, or committed to action by the members, the board of directors shall have power to make, amend and repeal the bylaws of the Association at any regular meeting of the board or at any special meeting called for that purpose at which a quorum is represented. However, if the members shall make, amend and repeal any bylaw the directors shall not thereafter amend the same in such manner as to defeat or impair the object of the members in taking such action.

2. Members. The members may, by the vote of the holders of at least 50 percent of the votes of the members, unless expressly made subject to a higher voting requirement by law, the articles of incorporation, the Declaration or these bylaws, make, alter, amend and repeal the bylaws of the Association at any annual meeting or at any special meeting called for that purpose at which a quorum shall be represented.

ARTICLE X

Miscellaneous

1. Seal. The corporation seal of the Association shall

be circular in form and shall contain the name of the corporation, the year of its organization and the words "Seal, Colorado."

2. Right of Entry. The manager and any person authorized by the board of directors shall have the right to enter each apartment unit in case of any emergency originating in or threatening such unit whether or not the Owner or occupant is present at the time.

3. Fiscal Year. The fiscal year of the Association shall be such as may from time to time be established by the board of directors.

4. Services. Attached hereto as Schedule A is a list of services provided by the Association, which are paid for out of the periodic assessment.

5. Assessments, Debts, Obligations. Attached hereto as Schedule B is a statement indicating what assessments, debts, or other obligations are assumed by an Owner on his Unit.

6. Recreation Facilities. Attached hereto as Schedule C is a statement listing and describing all major recreation facilities.

7. New Additions of General and Limited Common Elements. Attached hereto as Schedule D is a statement relating to new additions of general and limited common elements.

SCHEDULE A

Services Provided By The Association
Which Are Paid For Out Of The Periodic Assessment*

1. Lawn and grounds care
2. Snow removal from roads, sidewalks and parking areas which are part of the general common areas
3. Trash removal
4. Water and sewer service
5. Lighting of general common areas
6. Administration, bookkeeping, legal and audit
7. Insurance, as more fully described in Paragraph 9 of the Declaration
8. All other ordinary maintenance, repair work, and services related to the general common elements which may be necessary.

* The services set forth herein are the initial services to be provided by the Association. The Association may, from time to time, add to or subtract from the list.

SCHEDULE B

Assessments, Debts, or Other Obligations Assumed
By a Unit Owner on his Condominium Unit

1. Assessments. (a) Each Owner will be assessed by the Association his pro rata share of the common expenses attributable to each Unit owned by him. Such proration shall be on the basis of Sharing Ratios, as defined in the Declaration, on the date the common expense is assessed, except that with respect to unoccupied Units owned by Declarant, the Association shall assess Declarant only 75 percent of such pro rata share. Special assessments may be levied whenever in the opinion of the board it is necessary or advisable to do so (i) to meet increased operating or maintenance expenses or costs, (ii) to provide for additional capital expenses, or (iii) because of emergencies; however, if the proposed additional capital expenses at any given time are in excess of ten percent of the maximum replacement value of the buildings, as determined by the Association pursuant to subparagraph 9(c) of the Declaration, such expenses may be incurred only after the members, by the vote of the holders of at least 75 percent of the votes of the members, approve such expenses.

2. Debts. All sums assessed but unpaid for the share of common expenses assessed to any Unit shall constitute a lien on such Unit in favor of the Association. This lien is more fully described in subparagraphs 8(e) and 8(f) of the Declaration.

3. Obligations. (a) Although Declarant does not anticipate that the Owners will purchase their Units subject to any liens, except for the lien imposed by law for real property taxes levied on the Unit for the year in which the Unit is purchased, there are liens imposed by the laws of the United States and the State of Colorado which may not appear of record. Each prospective Owner is advised to avail himself of a title insurance commitment prior to closing of title on a Unit.

(b) Each Owner may mortgage his Unit and the Mortgage may cover such Owner's interest in general and limited common elements. However, except for mechanics' liens, assessment liens, or tax liens, no other liens may be obtained against the general or limited common elements.

SCHEDULE C

Recreational Facilities

1. Recreational Facilities. There are presently no plans to construct recreational facilities in the initial phase of Pitkin Creek Park Condominiums. There are plans to construct a swimming pool, tot lot, nature trails and picnic areas in subsequent phases of the project on the land described in Exhibit A and B of the Declaration. Nothing contained herein, however, shall require the Declarant to construct such recreational facilities.

SCHEDULE D

New Additions of General and Limited
Common Elements

I. Effect on Owner in Reference to Obligation for Payment of Common Expenses. If Declarant subjects the land in Exhibit B of the Declaration to the Declaration, there will be new additions of general and limited common elements. In the event of an addition of general common elements, there will be an increase in common expenses. Of course, with the addition of general common elements, there will probably be an addition of Units, in which case the increase in common expenses will be totally or partially defrayed by the additional Owners who will be assessed their pro rata share of common expenses as set forth in Schedule B.

II. Effect on Owner in Reference to Ownership Interest in Existing General and Limited Common Elements and New General and Limited Common Elements. In the event that there are new additions of general and limited common elements, each Owner shall have the same ownership interest in the new general and limited common elements that he has in existing general and limited common elements, which interest is set forth in Exhibit C of the Declaration. His ownership interest in existing general and limited common elements shall remain unaffected. The interest in general and limited common elements of Owners who may in the

future become subject to the Declaration by virtue of subparagraph 2(c) of the Declaration shall be determined in accordance with the provisions in subparagraph 2(c) of the Declaration.

III. Effect on Owner in Reference to Voting Power in the Association. The new addition of general and limited common elements shall have no effect on an Owner in reference to his voting power in the Association. However, the addition of new Units will have the effect of decreasing each Owner's voting power. The reason for such decrease is a diminution in each Owner's Sharing Ratio, which is used to determine an Owner's voting power. (See the Articles of Incorporation of Pitkin Creek Park Condominium Association, Article V(c)).

PITKIN CREEK PARK CONDOMINIUM ASSOCIATION

GOVERNANCE POLICIES AND PROCEDURES

Under Senate Bill 05-100 and Senate Bill 06-89

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In compliance with the Colorado Common Interest Ownership Act, the Board of Directors adopts the following policies and procedures.

1. ADOPTION AND AMENDMENT PROCEDURE FOR GOVERNANCE POLICIES AND PROCEDURES

- a. Definitions:
 - i. A *policy* is a course or principle of action adopted to guide the Board of Directors.
 - ii. A *procedure* is an established or official way of conducting a course of action.
 - iii. A *rule* is defined as a regulation or requirement governing conduct or behavior. Rules, in general, may govern the use of property within the community and the behavior of residents and/or their guests while in the community.
- b. Authority of the Board/Amendments. The Board of Directors shall have the authority to adopt and amend policies, procedures and rules to the extent they do not conflict with the Declaration, Articles of Incorporation, and Bylaws of the Association.
- c. Distribution of Policies, Procedures Rules and Regulations. Policies, procedures rules and regulations, once adopted, may be distributed to all owners and may be effective as provided by the Board.

2. COLLECTION POLICIES AND PROCEDURES

- a. Due Dates, Late Charges, Interest and Acceleration of Assessments.
 - i. Due Dates: Monthly installments of the annual assessment are due and payable on the 1st day of each month or as invoiced by the Association, whichever date is earlier. Payments shall be deemed received and may be posted on the date the payment is received in the Association's office or the Association's payment processor's office. Any installment not paid in full when due shall be considered past due and delinquent.
 - ii. Late Charge. A late charge in the amount of \$100 may be imposed for any assessment, fine or other charge not paid within 15 days of the due date without further notice to the Owner. Such late charge is a personal obligation of the Owner and a lien on the Unit.
 - iii. Interest. Interest at the "Maximum Rate" (as defined in the Declaration) may accrue on any delinquent assessment, fine or other charge from the due date without further notice to the Owner. Interest may be added to the Owner's account 30 days following the due date. Such interest is a personal obligation of the Owner and a lien on the Unit.
 - iv. Acceleration. When an installment of the annual assessment is 30 days past due, the Board may accelerate and declare immediately due all of that Owner's unpaid installments of the annual assessment without notice. Upon acceleration, that Owner loses the privilege of paying any

and all assessments and charges in installments for the remainder of the fiscal year, unless such privilege is otherwise reinstated in the Board's sole discretion.

b. Return Check Charges.

i. If any check or other instrument payable to or for the benefit of the Association is not honored by the bank or is returned by the bank for any reason, including, but not limited to insufficient funds, the Owner is liable to the Association for one of the following amounts, at the option of the Association:

1. An amount equal to the face amount of the check, draft, or money order and a return check charge of \$20.00 or an amount equal to the actual charges incurred by the Association levied by the party returning the check, whichever is greater; or
2. If notice has been sent as provided in C.R.S. § 13-21-109 and the total amount due as set forth in the notice is not paid within 15 days after such notice is given, the person issuing the check, draft or money order may be liable to the Association for collection for three times the face amount of the check, but not less than \$100.00.

ii. Any returned check may cause an account to be past due if full payment of the monthly installment of the annual assessment or of any other charge is delinquent.

iii. If two or more of an Owner's checks are returned unpaid by the bank within any fiscal year, the Association may require that all of the Owner's future payments, for a period of one year, be made by certified check or money order.

c. Attorney Fees. The Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Owner pursuant to the terms of the Declaration and Colorado law. Attorney fees incurred by the Association shall be considered part of the assessments and shall be due and payable immediately when incurred, upon demand.

d. Application of Payments. All payments received on account of any Owner or the Owner's property, may be applied first to post-judgment attorney's fees, costs and expense; then to costs and attorney's fees not reduced to a judgment; then to interest; then to late charges; then to return check charges; then to fines and other amounts levied pursuant to the Declaration; then to delinquent assessments; then to current assessments not reduced to judgment; and finally to amounts reduced to judgment.

e. Delegation of Authority to Sign Notice of Lien. The Board of Directors delegates authority to the Association's attorney and its manager to sign and acknowledge the Notice of Assessment Lien.

f. Time Frames. The following time frames shall be followed in the collection of monthly installments of the annual assessment and for collection of other charges.

- i. Due date -- 1st day of the month for monthly installments of annual assessment or 15 days after notice of assessment or charge for all other assessments, fines and charges.
 - ii. Late Fee date –30 days after due date
 - iii. Interest date – 30 days after due date
 - iv. First Notice from Association or manager – 60 days after due date
 - v. Second Notice from Association or manager – 90 days after due date
 - vi. Delinquent account turned over for collection; lien filed, demand letter sent to Owner – 120 days after due date
- g. Notices: Use of Certified Mail/Regular Mail. In the event the Association may cause a collection or demand letter or notice to be sent to a delinquent Owner by regular mail, the Association may also cause, but may not be required to send, an additional copy of that letter or notice by certified mail. For purposes of this policy, the first notice sent by the Association or manager to the Owner shall be deemed to be a routine notice.
- h. Certificate of Status of Assessment/Estoppel Letter. The Association shall furnish to an Owner or such Owner's designee upon written request, delivered personally or by certified mail, first-class postage prepaid, return receipt, to the Association's registered agent, a written statement setting forth the amount of unpaid assessments currently levied against the Owner's Unit. The statement shall be delivered within 14 calendar days after receipt of the request personally or by certified mail, first-class postage prepaid, return receipt requested. The fee for the statement shall be assessed in accordance with the any manager's or managing agent's fee for such statements, which fee shall become an assessment. If the Owner's account has been turned over to the Association's attorney, such statement may be handled through the Association's attorney and shall include any attorney fees incurred in providing the statement.
- i. Bankruptcies and Public Trustee Foreclosures. Upon receipt of any notice of a bankruptcy filing by an Owner, or upon receipt of a notice of a foreclosure by any holder of an encumbrance against any Unit within the Association, the Association may advise the Association's attorney of the same and may turn the account over to the Association's attorney.
- j. Waivers. The Association may alter the time for the filing of lawsuits and liens, or otherwise modify the procedures contained in these policies and procedures, as the Association may determine appropriate under the particular circumstances. Any such accommodation may be documented in the Association's files with the conditions of relief. Failure of the Association to require strict compliance with this Collection Policy shall not be deemed a waiver of the Association's right to require strict compliance and shall not be deemed a defense to payment of assessment fees or other charges, late charges, return check charges, attorney fees and/or costs as described and imposed by this Collection Policy.

3. CONDUCT OF MEETINGS POLICY AND PROCEDURE

- a. Annual Meetings/Special Member Meetings
 - i. Notice. Notice of a Membership meeting shall be sent to each Member in accordance with the bylaws. Notice shall also be posted in the building, in one or more elevators, as the manager may determine in the manager's sole discretion. If a Member requests notice by e-mail only and provides an e-mail address, notice will be provided by e-mail.

- ii. Registration. Each Member will sign in prior to the meeting for himself/herself and for any proxies he/she holds. If an election or vote is to be held, the Member will be given the appropriate number of ballots.
- iii. Secret Ballots.
 - 1. Secret ballots are required for the following: any ballot for election of a contested position on the Board of Directors; and any ballot for other matters if so requested by at least 20% of the Members present in person or by proxy at the meeting.
 - 2. If secret balloting is not required, the Association may indicate the number of proxies held on the ballot itself.
- iv. Call to Order and Conducting of the Meeting. The President of the Board of Directors, or other person directed by the Board, will call the meeting to order and conduct the meeting. The meeting may proceed in the order set forth in the agenda.
- v. Member Participation. Each Member who wishes to speak will be given a reasonable time to speak, provided the chair may impose reasonable time limits to facilitate Member participation. Members may not speak a second time until everyone who wishes to speak has been given an opportunity to speak once. Members may not speak more than twice on any one topic, subject to the chair's discretion.
- vi. Decorum. Members must maintain decorum and refrain from addressing the Membership or Board until recognized by the chair. Upon being recognized, the Member must state his/her name and address.
- vii. Interruptions and Member Conduct during Member Meetings. Members may not interrupt anyone who validly has the floor, or otherwise disrupt the meeting. Members may not engage in personal attacks on either Board Members or other Association Members. All comments and questions are to be delivered in a businesslike manner and comments may be confined to matters germane to the agenda item being discussed. No Member may use abusive, rude, threatening, vulgar or crude language.
- viii. Rulings of the Chair. Members must obey all orders made by the meeting chair, including an order to step down. Any Member who refuses to follow the above rules will be asked to leave the meeting.
- ix. Motions of Members. Any motions must be seconded prior to discussion and voting. Because the nature of a motion and vote may be outside the Members' authority, the Board reserves the right to determine whether a motion will be considered binding on the Association or a recommendation for proceeding. Such determination may be made following consultation with legal counsel.
- x. Ballot tabulations. Ballots may be counted by a neutral third party or by a committee of volunteers who may be Members selected or appointed at an open meeting by the President of the Board or other person presiding during that portion of the meeting. The committee of volunteers may not be board members and, in case of a contested election for a Board position, may not be candidates. The results of a

vote taken by secret ballot may be reported without identifying information of Members participating in such vote.

- xi. Robert's Rules of Order. Meetings of members are not required to be held in accordance with Robert's Rules of Order. Robert's Rules of Order, in a simplified form, may be utilized at member meetings.

b. Board Meetings.

- i. Notice. Notice of Board meetings shall be given to directors as provided in the bylaws. If a schedule is set for regular Board meetings, no notice beyond the schedule need be given.
- ii. Attendance and Executive Sessions. All Board meetings shall be open to attendance by Members of the Association, or their representatives, provided that the Board may go into executive session for any purpose allowed by law. Members may be excluded from executive session. Prior to going into executive session, the chair of the meeting may announce the purpose for the executive session.
- iii. Agendas. The meeting agenda may be made reasonably available for examination by Members of the Association or their designated representatives. Items may be discussed pursuant to the meeting agenda, provided that items may be taken out of order if deemed advisable by the chair of the meeting. Items not on the agenda may be discussed once all other items have been concluded, time permitting. If items that are not on the agenda are discussed, Members shall be given a reasonable opportunity to comment in accordance with the terms of the policies and procedures set forth above.
- iv. Members Forum. There may be a Members' forum at the beginning of each regular Board meeting. The Members' forum shall be for up to ten minutes, or such longer time as the Board may establish, and the Board may extend this time in its discretion. The rules for Member participation during the meetings are as follows:
 - 1. Each Member who wishes to address the Board on an agenda item or on any other matter will be given a reasonable time to speak, provided the chair may impose reasonable time limits to facilitate Member participation. If more than one person desires to address an issue on which the Board is to vote and there are opposing views, the Board may provide for a reasonable number of Members to speak on each side of the issue. After other Members have had an opportunity to speak, then a Member who has already spoken will be given another opportunity, time permitting.
 - 2. Each Member who wishes to speak must be recognized by the chair. Once recognized, the Member may state his/her name and address.
 - 3. All comments must be delivered in a businesslike and professional manner. Personal attacks or inflammatory comments will not be permitted.

4. A Member who wishes to speak about any matter on the agenda of the Board meeting may do so only during the Members' forum.
 5. The Board is not obligated to take immediate action on any item presented by a Member.
- v. Business of the Board. Following the conclusion of the Members' forum, the Board will proceed with the business portion of the meeting. Members who attend or remain may not participate in deliberation or discussion during this portion of the Board meeting unless expressly authorized by a vote of the majority of a quorum of the Board.
 - vi. Robert's Rules of Order. Board meetings are not required to be held in accordance with Robert's Rules of Order.

4. CONFLICT OF INTEREST POLICY

a. Definitions:

- i. "Conflicting interest transaction" means a contract, transaction or other financial relationship between: (A) the Association and a director, or (B) between the Association and a party related to a director, or (C) between the Association and an entity in which a director of the Association is a director or officer.
 - ii. "Party related to a director" means a spouse, a descendent, an ancestor, a sibling, the spouse or descendent of a sibling, an estate or trust in which the director or party related to a director has a beneficial interest, or an entity in which a party related to a director is a director, officer, or has a financial interest.
 - iii. "Officer," for purposes of this policy only, means any person designated as an officer of the Association and any person to whom the Board delegates responsibilities, including, without limitation, a managing agent, attorney, or accountant employed by the Board.
- b. Disclosure. The director may disclose the conflicting interest in the proposed transaction in an open meeting prior to the discussion and vote. Such disclosure may be reflected in the minutes of the meeting or other written form.
 - c. Participation and Voting. The director shall not take part in the discussion and shall leave the room during the discussion and the vote on the matter, unless that director is allowed to vote and remain in the room by applicable state law.
 - d. Quorum. The interested director shall count for the purpose of establishing a quorum of the Board for the matter in which there is a conflict.
 - e. Approval of Transaction. The contract, Board decision or other Board action must be approved by a majority of the disinterested Board members who are voting or be compliant with applicable law. No contract, Board decision or other Board action in which a Board member has a conflict of interest may be approved unless it is fair, commercially reasonable to and/or in the best interests of the Association.
 - f. Loans. No loans may be made by the Association to its directors or officers. Any director or officer who assents to or participates in the making of any such loan

may be liable to the Association for the amount of such loan until the repayment of the loan.

5. COVENANT AND RULE ENFORCEMENT AND DISPUTE RESOLUTION POLICIES AND PROCEDURES

- a. Enforcement Procedure. The Board may not impose fines unless and until the Association has sent or delivered written notice to the Owner as provided below. However, compliance with the notice and hearing procedure set forth below is not required for the following: late charges on delinquent; self help remedies as provided in the Declaration and this policy; and legal action.
 - i. Complaint(s). Any Owner within the community may send the Association a formal, written complaint via either electronic mail or regular mail of a covenant or rule violation, with as much information as is known. Complaints may also be initiated by the Manager, any member of the Board of Directors. Complaints that cannot be independently verified by a Board member or the Association's management agent must be in writing. The Board has no obligation to consider oral complaints or anonymous complaints. The Board shall have the authority to determine whether a written complaint is justified before continuing with the Notice and Hearing Procedure.
 - ii. Notice of Alleged Violation. A Notice of Alleged Violation of any provisions of the Declaration, Bylaws, Rules and Regulations, or Resolutions may be provided in writing to the applicable Owner as soon as reasonably practicable following the receipt of a complaint or discovery by the Board of such violation. The Board may also, at its option, provide a copy of such notice to any non-Owner violator. The notice may describe the nature of the violation and the possible fine that may be imposed, the right to request a hearing before the Board to contest the violation or possible fine, and may further state that the Board may seek to protect its rights as they are specified in the governing legal documents. All notices shall be delivered by messenger or sent by email or first class mail.
 - iii. Request for Hearing. If an Owner desires a hearing to challenge or contest any alleged violation and possible fine, or to discuss any mitigating circumstances, the Owner must request such hearing, in writing, within 5 days of the date of the Notice of Alleged Violation. The request for hearing shall describe the grounds and basis for challenging the alleged violation or the mitigating circumstances. In the event a proper and timely request for a hearing is not made as provided in these policies and procedures, the right to a hearing shall be deemed forever waived. If a hearing is not requested within the 5 day period, the Board may determine if there was a violation based upon the information available to it, and if so, assess a reasonable fine as set forth in the fine schedule, within such time as the Board determines. The Board of Directors may give written notice of said fine to the applicable Owner.
 - iv. Board of Directors to Conduct Hearing. The Board shall hear and decide cases set for hearing pursuant to the procedures set forth in these policies procedures. The Board may appoint an officer or other Owner to act as the Presiding Officer at any of the hearings. The Board may determine whether a violation exists and impose fines.

- v. Conflicts. Any Board member who is incapable of objective and disinterested consideration on any hearing before the Association may disclose such to the President of the Association prior to the hearing on the case, if possible, or, if advance notice is not possible, then such disclosure may be made at the hearing, and the Board member may be disqualified from all proceedings with regard to the hearing. If disqualification of any Board member(s) results in an even number of remaining Board members eligible to hear a case, the Presiding Officer may appoint an Association member, in good standing, to serve as a voting member of the hearing board.
 - vi. Hearing. The Board may inform the Owner of the scheduled time, place and date of the requested hearing by mail, email, personal delivery or other means. The Presiding Officer may grant continuances for good cause. At the beginning of each hearing, the Presiding Officer may establish a quorum, explain the rules, procedures and guidelines by which the hearing may be conducted and may introduce the case before the Board. The complaining parties and the Owner shall have the right, but not the obligation to be in attendance at the hearing. Each party may present evidence, testimony, and witnesses. The decision of the Board at each hearing may be based on the matters set forth in the Notice of Alleged Violation and Hearing, Request for Hearing, and such evidence as may be presented at the hearing. Unless otherwise determined by the Board of Directors in accordance with the terms of the Colorado Common Interest Ownership Act, all hearings may be open to attendance by all members of the Association. If a complaining party is unable to attend the Hearing, he or she may instead submit a letter to the Board explaining the basis of the complaint.
 - vii. Decision. After all testimony and other evidence have been presented to the Board at a hearing, the Board may render its written findings and decision, and impose a reasonable fine, if applicable, within such time frame as the Board may determine after the hearing. A decision, either a finding for or against the Owner, may be by a majority vote of the Board of Directors or hearing body, as allowed for under the governing documents for the Community. The Board may also issue and record with the Clerk and Recorder, a Notice of Violation. Upon notice of satisfactory compliance with the Association's governing documents, the Notice of Violation may be released by the Association issuing and recording a Release of Notice of Violation.
- b. Fine Schedule. The following fines are guidelines for violation of the provisions of the Declaration, Bylaws, Rules and Regulations and Resolutions of the Association:
- i. First violation ----- Warning letter
 - ii. Second violation ----- \$250.00, or as the Board determines
 - iii. Third violation ----- \$350.00, or as the Board determines
 - iv. Fourth violation ----- \$500.00, or as the Board determines
 - v. Subsequent violations ----- \$250.00, or as the Board determines
 - vi. Continuing violations ----- \$250.00, or as the Board determines
 - vii. Reserved Rights:
 - 1. The Board reserves the right to fine for first violations of rules that involve health and safety issues and other violations where a warning may not be deemed necessary by the Board in its reasonable discretion.

2. Additionally, the Board reserves the right to levy fines in excess of the above referenced schedule, if the fines set forth in this schedule are not likely to provide effective incentives to induce compliance.
 3. The Board may establish the amount of the fine within or outside of the above ranges based upon the nature and severity of the violation, as determined in the sole discretion of the Board.
 4. The Board may waive all, or any portion, of the fines if, in its reasonable discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the violator coming into compliance with the Declaration, Bylaws or rules.
- viii. Payment of Fines. All fines may be due and payable upon notice of the fine and will be late if not paid within 15 days of the date that the Owner is notified of the imposition of the fine. An interest charge based on the "Maximum Rate" (as provided for in the Declaration) may be invoked after 30 days after notice, plus a late charge, as provided for in these policies and procedures. All fines and late charges may be considered an assessment and may be collected as set forth in the Declaration. Fines may be in addition to all other remedies available to the Association pursuant to the terms of the Declaration and Colorado law, including the Association's right to collect attorney fees as authorized by Colorado law.

c. Additional Enforcement Rights.

- i. Legal Action. The Association, at any time, may pursue legal action against an Owner to enforce the provisions of the Declaration, Bylaws, rules or resolutions without first following the preceding notice and hearing procedures, if the Board determines to pursue legal action, with or without a finding or determination by the Board that such action is in the Association's best interests.
- ii. Individual Purpose Assessments/Specific Assessments/Default Assessment. In addition to fines, the Board may levy an Individual Purpose Assessment/Specific Assessment/Default Assessment against any Owner and Owner's Unit for those purposes set forth in the Declaration, including but not limited to, reimbursing the Association for costs incurred in bringing an Owner into compliance with the Declaration, Bylaws, rules and resolutions.
- iii. Self-help Remedies. The Association or its duly authorized agents may have the power to enter any Unit or Common Elements to abate or remove, using such force as may be reasonably necessary, any structure, thing or conditions that violates the Declaration, Bylaws or the rules. If the Association exercises its right subject to this paragraph, all costs of self-help, may be assessed against the Owner's Unit and may be a lien on the Owner's Unit.
- iv. Alternative Dispute Resolution Procedures. Alternative methods of dispute resolution to avoid litigation encouraged by the Board of Directors include negotiation and mediation. The Association encourages Owners or residents with disputes to resolve such disputes without court proceedings. The Association will take reasonable steps to facilitate negotiation or mediation between Owners and/or residents, but

will have no responsibility for any costs incurred by the parties to the dispute resolution process. For any step in the dispute resolution process, the parties are not waiving their right to employ legal counsel at their own expense to assist them.

v. Required dispute resolution procedure.

1. Prior to filing a lawsuit against the Association, the Board, or any officer, director, or manager of the Association, an Owner must:
 - a. Send a written demand on the matter desired to be included in their lawsuit, or,
 - b. The Owner may request and attend a hearing with the Board of Directors. Any such request for a hearing shall be in writing and shall be personally delivered to any member of the Board of Directors or the Association's manager.
2. The Owner, in such written demand or request for and attendance of a hearing, shall make a good faith effort to explain the grievance to the Board and must allow the Association the opportunity to resolve the dispute in an amicable fashion in not less than 60 days.
3. Upon receiving a request for a hearing, the Board may give notice of the date, time and place of the hearing to the person requesting the hearing. The Board shall schedule this hearing for a date not less than 30 or more than 180 days from the date of receipt of the request. If the dispute cannot be resolved, the parties may utilize the discretionary mediation procedure set forth below, but shall not be required to do so.

vi. Discretionary dispute resolution procedures. The procedures set forth below may be used in disputes between Owners and residents. At its discretion, the Board of Directors may utilize the procedures set forth below to resolve disputes with Owners prior to filing litigation.

vii. Negotiation. A request for dispute resolution by negotiation may be initiated by an Owner or the Association. Any such request shall be in writing stating the nature and details of the dispute and shall be personally delivered to the other party. So long as the other party agrees to negotiate, a meeting shall be held between the parties to begin a good faith attempt to negotiate a resolution not less than 15 or more than 30 days of receipt of such request, unless otherwise extended by written agreement. Through negotiation, the parties will communicate directly with each other in an effort to reach an agreement that serves the interests of both parties. Should the dispute pertain to property issues, each party will be granted the right to inspect the alleged defects or problems at a time convenient to everyone involved.

viii. Mediation. If the dispute is not resolved by negotiation, any party may request in writing that the issue be submitted to mediation. If the parties agree to mediate the dispute prior to seeking other remedies, they shall participate in good faith in the mediation. The role of the mediator is to facilitate further negotiation between the parties. The mediator will not have power to decide how to resolve the dispute but will use recognized,

accepted mediation techniques to assist the parties in making that decision. The mediator shall be selected by a consensus of the parties involved within 15 days of the receipt of the request. Any cost of mediation will be shared equally among the parties unless they and the mediator agree otherwise.

- ix. Failure to Enforce. Failure of the Association to enforce the Declaration, Bylaws, rules and resolutions will not be deemed a waiver of the right to do so for any subsequent violations or of the right to enforce any of the above referenced governing documents for the Association.

6. INVESTMENT OF RESERVES POLICY

- a. Investment of Reserves are subject to the Standard of Care. With regard to investment of reserve funds, directors and officers shall be subject to the standard of care set forth below. Officers, for purposes of this policy only, means any person designated as an officer of the Association and any person to whom the Board delegates responsibilities, including, without limitation, a managing agent, attorney, or accountant employed by the Board.
- b. The Standard or Duty of Care. Each director and officer shall perform their duties regarding investment of reserves in good faith, in a manner the director or officer reasonably believes to be in the best interests of the Association, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances. In the performance of their duties, a director or officer shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by: (a) one or more officers or employees of the Association whom the director or officer reasonably believes to be reliable and competent in the matters presented; (b) legal counsel, professional property manager, public accountant, or other persons as to matters which the director or officer reasonably believes to be within such person's professional or expert competence; or (c) a committee of the Association on which the director or officer does not serve if the director reasonably believes the committee merits confidence.
 - i. A director or officer may not be considered to be acting in good faith if the director or officer has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A director or officer shall not be liable to the Association or its Members for any action the director or officer takes or omits to take as a director or officer if, in connection with such action or omission, the director or officer performs his duties in compliance with this policy. A director or officer, regardless of title, shall not be deemed to be a trustee with respect to the Association or with respect to any property held or administered by the Association.
- c. Investment Vehicles. Reserves may be invested in certificates of deposit, money market deposit accounts, money market funds, U.S. treasury and government obligations, municipal bonds and other state obligations, and other investments pursuant to the Association's investment goals. No funds shall be deposited or invested except in authorized investment funds. The Board of Directors may, but shall not be obligated to, require that investments must be insured by FDIC, SIPC or comparable insurance.
- d. Investment Goals. The reserve funds may be invested to achieve the following goals, in descending order of importance:

- i. Promote and ensure the preservation of principal;
 - ii. Structure maturities to ensure liquidity and accessibility of funds for projected or unexpected expenditures;
 - iii. Mitigate the effects of interest rate volatility upon reserve assets;
 - iv. Seek the highest level of return that is consistent with preserving the principal and accumulated interest;
 - v. Minimize investment costs.
- e. Criteria. The Board may consider the following circumstances in investing reserve funds:
 - i. General economic conditions;
 - ii. Possible effect of inflation or deflation;
 - iii. Expected tax consequences;
 - iv. Role that each investment plays in the overall investment portfolio;
 - v. Other resources of the Association.
- f. Review Authorization and Records.
 - i. Budgeting. The Board of Directors may establish the amount, if any, to be transferred to reserve funds on an annual basis, subject to the budgets and budget process of the Association.
 - ii. Investment Accounts. All accounts, instruments and other documentation of such investments may be subject to the approval of, and may from time to time be amended by, the Board of Directors as appropriate, and shall be reviewed on a periodic basis.
 - iii. Authorized Persons. The President, Treasurer or Manager, if authorized by the Board, may be authorized and empowered to purchase, invest in, acquire, sell or assign any and all types and kinds of investments meeting the goals set forth above; and to enter into agreements, contracts and arrangements with respect to such security transactions and to execute, sign or endorse agreements on behalf of the Association. To withdraw or transfer funds, the signature of two of the aforementioned persons may be required.
 - iv. Records. The Association's manager or other person designated by the Board may maintain statements of invested reserves, including accounting of current values, income and transactions.
- g. Insurance. The Association may carry fidelity insurance to protect against theft or dishonesty from anyone with access to the reserve funds to the extent such insurance is reasonably available.

7. RECORDS INSPECTION POLICY AND PROCEDURE

- a. Association Records. The Association shall maintain, at a minimum, the following records:
 - i. financial records sufficiently detailed to enable the Association to provide statements of unpaid assessments in accordance with the Colorado Common Interest Ownership Act;
 - ii. minutes of Membership meetings, minutes of Board meetings, a record of all actions taken by the Members or Board by written ballot or written

- consent in lieu of a meeting, a record of all actions taken by a committee of the Board in place of the Board on behalf of the Association, and a record of all waivers of notices of meetings of Members and of the Board or any committee of the Board;
- iii. a record of Members in a form that permits preparation of a list of names and addresses of all Members, showing the number of votes each Member is entitled to vote ("Membership list");
 - iv. the Articles of Incorporation, Declaration, Covenants, Bylaws, rules and regulations, and resolutions adopted by the Board relating to the characteristics, qualifications, rights, limitations, and obligations of Members;
 - v. written communications within the past three years to Members generally as Members;
 - vi. a list of the names and business or home addresses of its current directors and officers;
 - vii. its most recent annual report, if any; and
 - viii. All financial audits or reviews conducted pursuant to the Colorado Common Interest Ownership Act during the immediate preceding three years.
- b. Criteria for Inspection. Records shall be made reasonably available for inspection and copying by a Member or the Member's authorized agent. "Reasonably available" means available during normal business hours upon notice of 5 business days or at the next regularly scheduled meeting, if such meeting occurs within 30 days after the request, to the extent that:
- i. the request is made in good faith and for a proper purpose;
 - ii. the request describes with reasonable particularity the records sought and the purpose of the request; and
 - iii. The records are relevant to the purpose of the request.
- c. Written Requests. All requests to inspect or copy records shall be submitted on the form attached to this policy.
- d. Membership List. A Membership list may not be:
- i. used to solicit money or property unless such money or property will be used solely to solicit votes of the Members in an election held by the Association;
 - ii. used for any commercial purpose;
 - iii. sold to or purchased by any person; or
 - iv. Used for any other purpose prohibited by law.
- e. Membership List Requests. Any Member requesting a Membership list may be required to sign the agreement attached to this policy indicating that he/she will not use the list for the purposes stated above.
- f. Review of Records.
- i. Upon receipt of a request, the Association may make an appointment with the Owner, at a time convenient to both parties (subject to the requirements of Paragraph 2 above), to conduct the inspection. Unless otherwise agreed, all records may be inspected at the office of the Association's managing agent. All appointments for inspection will be limited to two hours. If additional time is needed, another appointment will be made within two weeks, at a time convenient to both parties.

- ii. At the discretion of the Board of Directors or Manager, records will be inspected only in the presence of a Board member, management company employee or other person designated by the Board.
- iii. During inspection, an Owner may designate pages to be copied with a paperclip, post-it note, or other means provided by the Association. Copies will be made at a cost based on the standard schedule of fees charged by the Association's management agent, which charges may include retrieval costs for off-site files. The Owner shall be responsible for paying the total copying cost prior to, or if the Association allows, subsequent to receiving the copies.
- iv. Records may not be removed from the office in which they are inspected without the express written consent of the Board.
- v. The following records will not be available for inspection without the express written consent of the Board:
 - 1. documents which are privileged or confidential between attorney and client or which concern pending or imminent court proceedings;
 - 2. documents related to investigative proceedings concerning possible or actual criminal misconduct;
 - 3. documents which, if disclosed, would constitute an unwarranted invasion of individual privacy;
 - 4. documents which the Association is prohibited from disclosing to a third party as a matter of law; and
 - 5. Inter-office memoranda, preliminary data, working papers and drafts, and general information or investigations which have not been formally approved by the Board.
- g. Remedies. The Association may pursue any Owner for damages or injunctive relief or both, including reasonable attorney fees, for abuse of inspection and copying rights, including use of any records for a purpose other than that stated in the Owner's request.

IN WITNESS WHEREOF, the undersigned certify these Governance Policies were adopted by resolution of the Board of Directors of the Association on this _____ day of _____, 2006.

PITKIN CREEK PARK CONDOMINIUM ASSOCIATION, a Colorado nonprofit corporation

By: _____

Its: President

ATTEST:

By: _____

PITKIN CREEK PARK CONDOMINIUM ASSOCIATION
REQUEST FOR ACCESS TO ASSOCIATION RECORDS

Member Name: _____ Date: _____

Address: _____

Telephone #: _____

Pursuant to state law and the Association's Records Inspection Policy, I request that Pitkin Creek Park Condo Association provide access to the records of the Association. I understand that upon receipt of this request, the Association will set an appointment with me during regular business hours.

1. The records that I wish to review are (attach a separate piece of paper if necessary):

A. _____

B. _____

C. _____

2. I certify that my request to review the records of the Association is for a proper purpose related to my Membership in the Association, and that this request is not for commercial purposes or my personal financial gain. Specifically, my purpose for wanting to review the records of the Association is as follows:

3. I acknowledge and accept the Association's records inspection policy. I acknowledge and accept that the records of the Association will be made available to me only at such time and place as the Association's policy provides, and that there may be a cost associated with providing copies of these documents for me. I agree to pay any costs associated with copying these documents. In the event the records provided to me by the Association are used for any improper purpose, I will be responsible for any and all damages, penalties and costs incurred by the Association, including attorney fees, and I may be subject to all enforcement procedures available to the Association through its governing documents and/or Colorado law.

Member Signature: _____ Date: _____

**AGREEMENT REGARDING USE OF THE MEMBERSHIP LIST FOR
PITKIN CREEK PARK CONDOMINIUM ASSOCIATION**

Member Name: _____ Date: _____

Address: _____

Telephone #: _____

I have requested a copy of the Membership list for One Beaver Creek Association

The list shall be used only for the following purpose(s):

I understand that under the terms of Colorado law, the Membership or voting list, or any portion thereof, may not be obtained or used for any purpose unrelated to my interests as a Member of the Association. I further understand and agree that without limiting the generality of the foregoing, the Membership list, or any portion thereof, may not be:

- A. Used to solicit money or property unless such money or property will be used solely to solicit votes of the Members in an election held by the Association;
- B. Used for any commercial purpose;
- C. Sold to or purchased by any person; or
- D. Used for any other purpose prohibited by law.

In the event the list is used for any improper purpose, I will be responsible for any and all damages, penalties and costs incurred by the Association, including attorney fees, and I may be subject to all enforcement procedures available to the Association through its governing documents and/or Colorado law.

Understood and agreed to this _____ day of _____, 200__ by:

Member Signature: _____ Date: _____