

CONDOMINIUM DECLARATION
FOR
LAKESIDE CONDOMINIUMS AT WILLITS
Basalt, Colorado

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LAKESIDE CONDOMINIUMS AT WILLITS**

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CONDOMINIUM DECLARATION
FOR
LAKESIDE CONDOMINIUMS AT WILLITS
(Basalt, Colorado)

KNOW ALL MEN BY THESE PRESENTS that The Willits Group LLC, does hereby declare and adopt the following Condominium Declaration (the "Declaration"), which shall run with the real property hereafter described, and shall be binding upon all parties acquiring any interest therein or thereto.

ARTICLE I - RECITALS

Section 1.1. The Declarant. The Willits Group LLC (the "Declarant") is a limited liability company duly organized and existing under and by virtue of the laws of the State of Colorado.

Section 1.2. The Property. The real property initially submitted to this Declaration is located in the Town of Basalt, County of Eagle, State of Colorado, and is described, as follows:

THAT PORTION OF SOPRIS MEADOWS THREE,
FILING NO. 3, ACCORDING TO THE MINOR
SUBDIVISION PLAT, RECORDED AS RECEPTION
NO. _____ OF THE EAGLE
COUNTY, COLORADO RECORDS DESCRIBED AS
FOLLOWS:

BEGINNING AT THE NORTHERLY ANGLE POINT
OF SOPRIS MEADOWS THREE, FILING NO. 3,
WHENCE ANGLE POINT NO. 7 OF TRACT 47
BEARS N 21°48'55" W 1182.91 FEET; THENCE THE
FOLLOWING FIVE (5) COURSES ALONG THE
BOUNDARY OF SAID SOPRIS MEADOWS THREE,
FILING NO. 3:

- 1) S 55°32'43" E 130.00 FEET
- 2) S 00°00'00" W 63.24 FEET
- 3) S 37°35'53" E 80.69 FEET
- 4) 178.36 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET AND A CENTRAL ANGLE OF 37°50'58" (CHORD BEARS S 71°19'36" W 175.14 feet
- 5) N 89°44'55" W 14.21 FEET

THENCE LEAVING SAID BOUNDARY N 00°07'24" W 62.93 FEET; THENCE N 87°50'06" E 4.92 FEET; THENCE N 00°15'05" E 87.88 FEET; THENCE N 56°47'01" W 44.55 FEET TO A POINT ON THE BOUNDARY OF SAID SOPRIS MEADOWS THREE, FILING NO. 3; THENCE N 34°27'17" E 98.64 FEET TO THE POINT OF BEGINNING; SAID LANDS CONTAINING 31,304 SQUARE FEET, MORE OR LESS.

(the "Initial Parcel").

Section 1.3. The Development. Any additional property subsequently annexed and submitted to this Declaration may be subdivided and developed in phases by the filing of successive maps or plats depicting the additional Units and the appurtenant Common Elements created.

Section 1.4. The Community. The Initial Parcel and any additional property subsequently annexed and submitted to this Declaration shall be developed as a common interest community within the meaning of the Colorado Common Interest Ownership Act (the "Act"). The Development will constitute a "condominium," within the meaning of the Act and shall be located, in its entirety, within Eagle County, Colorado.

Section 1.5. The Name of the Community. The name of the common interest community is LAKESIDE CONDOMINIUMS AT WILLITS.

Section 1.6. The Name of the Association . The name of the Association which shall manage the Community in accordance with the provisions of this Declaration and the Act is LAKESIDE CONDOMINIUMS AT WILLITS OWNERS ASSOCIATION.

Section 1.7. The Condominium Map. The initial phase of the Development is depicted on the Condominium Map of Lakeside Condominiums at Willits, Filing No. 1, recorded as Reception No. _____ of the Eagle County, Colorado records. Such Map creates the initial twelve (12) Units.

Section 1.8. Maximum Number of Units . The Community shall initially consist of twelve (12) Units. Declarant reserves the right to annex additional properties to the Community and create up to a total of three hundred and fifty (350) Units.

Section 1.9. Master Covenants . The Initial Parcel is hereby submitted and declared subject to the Sopris Meadows PUD Declaration of Covenants, Conditions and Restrictions (Multi-Family Parcels) recorded in Book 744, at Page 544, as Reception No. 640490 of the Eagle County, Colorado records. The provisions thereof are incorporated herein by this reference.

Section 1.10. The Purpose . The purpose of this Declaration is to further the interests of the Community, to protect and enhance the property values, to set forth Declarant's reserved development rights and to otherwise effectuate the terms and provisions of the Act.

ARTICLE II - DEFINITIONS

The following terms shall have the following meanings when used herein unless the context otherwise requires:

Section 2.1. Property . “Property” means and includes the Initial Parcel and any additional property subsequently annexed and submitted to this Declaration.

Section 2.2. Condominium Map. “Condominium Map” means the Condominium Map of Lakeside Condominiums at Willits, Filing No. 1, referenced in Section 1.7 above.

Section 2.3. Unit. “Unit” means a physical portion of the Property designated for separate ownership and shall refer to any of the numbered Units shown on the Condominium Map or on the Condominium Map of any subsequent Filing submitted to this Declaration.

Section 2.4. Owner. “Owner” or “Unit Owner” means and refers to any person or entity, including the Declarant, at any time owning a Unit.

Section 2.5. Association. “Association” means and refers to LAKESIDE CONDOMINIUMS AT WILLITS OWNERS ASSOCIATION, a Colorado corporation not for profit.

Section 2.6. Executive Board. “Executive Board” means the Executive Board of the Association.

Section 2.7. Master Covenants. “Master Covenants” means the Sopris Meadows PUD Declaration of Covenants, Conditions and Restrictions (Multi-Family Parcels) recorded in Book 744 at Page 544, as Reception No. 640490 of the Eagle County, Colorado records.

Section 2.8. Design Review Board. “Design Review Board” means the Sopris Meadows Multi-Family Residential Design Review Board, established under the provisions of the Master Covenants.

Section 2.9. Mortgage. “Mortgage” means and refers to any Mortgage, deed of trust or other security instrument by which a Unit or any part thereof is encumbered.

Section 2.10. Mortgagee. “Mortgagee” means and refers to any person or entity named as a Mortgagee or beneficiary under any deed of trust or Mortgage under which the interest of any Owner is encumbered.

Section 2.11. Common Expenses. “Common Expenses” means and refers to expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

Section 2.12. Common Elements. “Common Elements” means and includes all parts of the Property, grounds, improvements, installations and facilities which are not included within a Unit.

Section 2.13. Limited Common Elements. “Limited Common Elements” means that portion of the Common Elements allocated by the Declaration or the Condominium Map for the exclusive use of a single Unit.

Section 2.14. General Common Elements. “General Common Elements” means the Common Elements exclusive of the Limited Common Elements.

Section 2.15. Community. “Community” means and includes all the Property at any time submitted to this Declaration.

ARTICLE III - CONDOMINIUM OWNERSHIP

Section 3.1. Separate Interests. The Property shown on the Condominium Map is hereby divided into Common Elements and separate fee simple interests in the individual Units depicted thereon. The ownership of a Unit includes and is subject to the easements, rights, and obligations created by this Declaration and the By-Laws of the Association.

Section 3.2. Title. Title to a Unit may be held or owned by any person or entity in any manner by which title to any other real property may be held or owned in the State of Colorado.

Section 3.3. Enjoyment of Common Elements. Subject to the limitations contained in this Declaration, every Owner shall have the nonexclusive right to use and enjoy the General Common Elements and the exclusive right to use and enjoy those Limited Common Elements designated by the Condominium Map or this Declaration for the exclusive use of his Unit or as appurtenant to his Unit.

Section 3.4. Inseparability. Every conveyance, transfer, gift, devise, encumbrance, or other disposition of a Unit, or any part thereof, shall be presumed

to be a conveyance, transfer, gift, devise, encumbrance, or disposition, as the case may be, of the entire Unit, together with all appurtenant rights created by this Declaration. No part of a Unit or of the legal rights appurtenant thereto may be separated from any other part thereof.

Section 3.5. No Partition. No Owner may bring any action for partition of the Common Elements.

Section 3.6. Separate Titles and Taxation. Each Unit, together with its interest in the Common Elements, constitutes for all purposes a separate parcel of real estate and must be separately assessed and taxed. The value of the Common Elements shall be assessed proportionately to each Unit in accordance with such Unit's allocated interest in the Common Elements. The Common Elements shall not be separately taxed or assessed. Upon the filing for recordation of this Declaration and the Condominium Map, the Declarant shall deliver a copy of such filing to the Assessor of Eagle County, Colorado. Thereafter, all taxes, assessments, and other charges of the State, or any political subdivision, or of any special improvement district, or of any other taxing or assessing authority shall be assessed against and collected on each Unit, each of which shall be carried on the tax roles as a separate and distinct parcel for that purpose. No forfeiture or sale of any Unit for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title of the other Units.

Section 3.7. Mechanic's Lien Rights. No labor performed or materials furnished for use in connection with any Unit with the consent or at the request of an Owner, his agent, or subcontractor shall create any Mechanic's Lien or right to file a statement of Mechanic's Lien against the Unit of any other Owner, or against any interest in the Common Elements.

Section 3.8. Description of Units. Every deed for the conveyance of a Unit and every other instrument affecting title to a Unit shall identify the County in which the Unit is located and may describe that Unit by the number shown on the Condominium Map with appropriate reference to the Condominium Map and to this Declaration, as each shall appear in the records of Eagle County, Colorado, in the following fashion:

UNIT _____,
LAKESIDE CONDOMINIUMS AT

WILLITS, FILING NO. _____, according to the Condominium Map recorded as Reception No. _____ and the Condominium Declaration recorded as Reception No. _____ of the Eagle County, Colorado, records.

Units shown on the Condominium Map of any subsequent Filing shall be described in similar fashion, however, the description shall reference both this Declaration and the Supplemental Declaration which submits the Filing to this Declaration.

ARTICLE IV - EASEMENTS; ENCROACHMENTS

Section 4.1. Condominium Map Dedications . All dedicated easements shown on the Condominium Map or provided herein are hereby dedicated or reserved for the purposes intended.

Section 4.2. Enjoyment and Access . Every Owner shall have a non-exclusive right and an easement appurtenant to his Unit for the enjoyment and use of the Common Elements and for access to his Unit, including an easement for ingress and egress for pedestrian traffic over, through, and across sidewalks, paths, walks, and lanes as the same may from time to time exist upon the Common Elements and for pedestrian and vehicle traffic over, through, and across such roads, drives and parking areas as from time to time may be paved and intended for such purposes.

Section 4.3. Utilities . The Property shall be subject to a blanket easement over, across, and through the Common Elements to install, repair, replace, and maintain all utilities, including, without limitation, water, sewer, gas, telephone, electricity, telecommunications and internet services and cable TV. The Units themselves shall be subject to easements in favor of the Association to maintain, repair, replace or reconstitute common utility service lines, fixtures, equipment and facilities serving the Units.

Section 4.4. Maintenance Easement . The Common Elements, and to the extent necessary, the Units themselves, shall be subject to a non-exclusive right and easement in the Association, including its agents, employees, contractors, and subcontractors, as may be necessary or appropriate for the performance of the

duties and functions which the Association is permitted or obligated to perform under this Declaration and for providing maintenance and repairs.

Section 4.5. Encroachments. If a Unit shall encroach upon any other Unit by reason of original construction or by the non-purposeful or non-negligent act of the Owner, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any Common Element shall encroach upon any Unit by reason of original construction, or the non-purposeful or non-negligent act of the Association, then an easement appurtenant to such Common Element to the extent of such encroachment shall exist so long as such encroachment shall exist.

Section 4.6. Constructive Grant of Reciprocal Easements. All conveyances of Units hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to the preceding Sections of this Article, even though no specific reference to such easements appear in the conveyance. Such easements and covenants are intended and hereby are declared to run with the land and to be appurtenant to the respective Units, and each of them.

ARTICLE V - BOUNDARIES AND COMMON ELEMENTS

Section 5.1. Unit Boundaries. The boundaries of each Unit are shown on the Condominium Map. Unit boundaries consist of unfinished walls, floors and ceilings provided that:

(a) All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint and finished flooring and any other materials constituting any part of the finished surfaces thereof are a part of the Unit, and all other portions of the walls, floors or ceilings are a part of the Common Elements.

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

(c) Subject to the provisions of paragraph (b) of this Section, all spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

(d) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies and patios and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.

(e) With respect to those Units which encompass two (2) floor levels, all interior floors, floor systems and ceilings (i.e., those floors, floor systems and ceilings located within the vertical perimeter walls and between the first and second level of the Unit) are a part of the Unit.

Section 5.2. Allocation of Additional Limited Common Elements. In addition to the Limited Common Elements identified in Sections 5.1(b) and 5.1(d) above, the following portions of the Common Elements are designated Limited Common Elements:

(a) Any parking space(s) designated a Limited Common Element and allocated to a particular Unit on the Condominium Map.

(b) Any basement storage room designated a Limited Common Element and allocated to a particular Unit on the Condominium Map.

(c) Any deck or balcony designated a Limited Common Element and allocated to a particular Unit on the Condominium Map.

(d) Any porch, courtyard or patio designated a Limited Common Element and allocated to a particular Unit on the Condominium Map.

(e) Any other portion of the Common Elements, designated a Limited Common Element and allocated to a particular Unit on the Condominium Map.

(f) Doors and windows, including storm windows and storm doors, are allocated to the Unit which they serve.

Section 5.3. Reallocation of Limited Common Elements . A Limited Common Element may be reallocated by the Association between or among Units only to the extent permitted and in the manner authorized by the Act. Likewise, a Common Element not previously allocated as a Limited Common Element may be allocated as a Limited Common Element only to the extent permitted and in the manner authorized by the Act.

ARTICLE VI - MAINTENANCE AND REPAIRS

Section 6.1. Owner's Duties - Units and Limited Common Elements . Each Owner shall be responsible for maintenance and repair of his Unit and all Limited Common Elements serving only such Unit, including fixtures and improvements and all utility lines and equipment located therein and serving such Unit only. Each Owner shall, at all times, maintain and keep in good condition and repair, his Unit and all Limited Common Elements serving only his Unit. In performing such maintenance or repair, or in improving or altering a Unit, an Owner shall obtain all necessary permits and licenses, and shall comply with all applicable laws, rules and regulations, including the rules and regulations of the Association. Notwithstanding the foregoing, no Owner shall do any maintenance, repair or improvement work that impairs the structural soundness of the building in which such Owner's Unit is located or that interferes with any easement. No Owner shall have the right to make or cause to be made any additions, alterations or repairs to the Common Elements, except that each Owner shall maintain and keep in good condition and repair, the Limited Common Elements serving his Unit; provided that no Owner shall change or alter the appearance or the structural integrity of any Limited Common Element without the written permission of the Association.

Section 6.2. Association's Duties - Common Elements . The Association shall be responsible for the maintenance and repair of all the Common Elements, except for the Limited Common Elements. Without limiting the generality of the foregoing, the Association shall provide lawn, grounds and landscaping care, shall water, trim, prune and winter wrap trees and shrubs, maintain and operate the raw

water irrigation system for the benefit of the Community and otherwise maintain and keep in good repair and condition all sidewalks, yards, grounds, greenbelt areas, all drives, all parking lots and facilities, traffic control devices and signage, recreational equipment and all other improvements and facilities which form a part of the General Common Elements. The Association shall provide for the removal of snow from steps, stairs, walkways, sidewalks, roadways, drives and parking lots which form a part of the General Common Elements. The Association shall provide for the removal of snow and ice from the roofs and gutters, as and when necessary or otherwise advisable. The Association shall maintain the Common Elements to substantially the same or better standards as originally installed.

Section 6.3. Maintenance Costs - Common Elements. The costs of the maintenance, repair and upkeep of the General Common Elements shall be a Common Expense of all the Owners; provided that, the cost of maintenance, repair and upkeep of any of the General Common Elements necessitated by excessive wear or abuse caused by or attributable to the Owner or Owners of one or more of the Units, may by resolution adopted by the Executive Board, be assessed to the Owner or Owners responsible for the excessive wear or abuse in such proportions as the Executive Board, in its sole discretion, determines to be proper.

Section 6.4. Parking Spaces. Notwithstanding anything herein contained to the contrary, all parking spaces, whether or not designated a Limited Common Element assigned to a particular Unit, shall be maintained exclusively by the Association. The Association shall keep and maintain the markings and striping which delineates the parking spaces in good condition and well evident.

Section 6.5. Association's Right of Access. To perform the maintenance and repairs, the Association shall have the right of access to any Unit during reasonable hours, or at any time for the purpose of making emergency repairs necessary to prevent damage to the Common Elements or to another Unit or Units. The costs of repairing any damage to a Unit resulting from entry therein for the purpose of repairing or maintaining the Common Elements or preventing damage to the Common Elements or another Unit, shall be a Common Expense of all the Owners. The costs of repairing any damage to a Unit resulting from entry therein for the purpose of repairing or maintaining a Limited Common Element serving only one (1) Unit, shall be charged to the Owner of the Unit served by such Limited Common Element.

Section 6.6. Snow Removal. No Owner of any Unit located other than on the ground floor of any building, shall allow any snow or ice to accumulate or remain upon any deck or balcony which constitutes a Limited Common Element to his Unit for more than twenty-four (24) hours from the time the latest accumulation of snow has occurred. Should the Owner fail to remove the snow in compliance with the provisions of this Section, the Association shall have the right to access any such deck or balcony at reasonable hours, through the Unit or otherwise, in order to perform the snow removal function mentioned. The Owner of any Unit subject to the provisions of this Section may make advance arrangements with the Association to perform the snow removal function mentioned for those periods during which the Owner intends to be traveling or otherwise absent from the Unit. The costs of performing the snow removal function, whether by prior arrangement with the Association or by reason of the Owner's neglect or failure to maintain the same, shall be charged to the Owner of the Unit to which the deck or balcony is allocated as a Limited Common Element. In the event the Association finds it necessary to perform such snow removal by reason of the Owner's neglect or failure to remove the snow without having made prior arrangements with the Association for removal of the snow, the Association may also levy a fine or successive fines in accordance with such rules and regulations as the Executive Board may adopt. (The purpose of this provision is to minimize or eliminate the discharge or release of waters from snow melt dripping from the upper decks or balconies which may damage the Common Elements, pose a hazard by the buildup of ice on walkways below or inconvenience persons passing below).

Section 6.7. Owner Caused Damage. Notwithstanding the foregoing, if damage to the Common Elements or to any Unit is caused by the negligence or intentional act of an Owner or if entry into a Unit is required because of any negligence or intentional act on the part of an Owner, such Owner shall pay, or reimburse the Association, for all costs of repairing such damage and shall be liable to the Association and the other Owners for all additional losses or expenses suffered as a result of his negligence or intentional acts, including without limitation, reasonable attorney's fees.

Section 6.8. Association's Right to Maintain. If in the sole judgment of the Executive Board, any Owner has failed to keep and maintain his Unit or any Limited Common Element serving his Unit in good condition and repair, the

Association may, after thirty (30) days notice to the Owner, perform all work necessary to maintain the Unit or the Limited Common Elements in good condition and repair and the Association shall have access to the Unit for such purposes. The Owner shall reimburse the Association for the cost of such work.

Section 6.9. Declarant's Right to Maintain. If, in the sole judgment of Declarant, the Association has failed to keep and maintain the Common Elements in good condition and repair, the Declarant may, after thirty (30) days notice to the Association, perform all work necessary to maintain the Common Elements in good condition and repair and Declarant shall have access to any Unit and the Common Elements for such purposes. The Association shall reimburse Declarant for the cost of such work, which shall be a Common Expense of all Owners.

Section 6.10. Landscaping and Lawn Care. Any landscaping in addition to that provided by the Declarant in connection with the initial construction of the buildings shall be at the discretion of the Association and subject to the prior approval of the Design Review Board, which may assess a review fee.

Section 6.11. Owner Responsibility. Any maintenance or repair required by reason of the willful or negligent act of the Owner, members of his family or guests, tenants or occupants of the Owner's Unit, shall be attributed to the Owner and shall be the responsibility and obligation of such Owner. The Association shall have the right to perform any such maintenance or repairs and recover such costs from the Owner responsible.

Section 6.12. Determination of Obligation and Supervision. The responsibility for the performance of any maintenance, repair, lawn care, snow removal or other work not expressly delineated above shall be determined by the Association. In the event any dispute should arise as to the construction or interpretation of the foregoing Sections, the determination with regard thereto made by the Association shall be conclusive. The Association shall have the right to prescribe minimum standards with regard to an Owner's performance of any maintenance for which the Owner is responsible. The Owner shall comply with all guidelines and requirements prescribed by the Association in this connection, and in furtherance hereof, the Association shall have the right to require any

Owner at any time, to forthwith correct any repair or any maintenance deficiency then existing.

ARTICLE VII - THE ASSOCIATION

Section 7.1. Purposes and Powers. The Association through the Executive Board or a Managing Agent shall perform the functions and hold and manage property as provided in this Declaration so as to further the interests of the Unit Owners in the Project. The Association shall have all the powers necessary or desirable to effectuate such purposes.

Section 7.2. Membership. Every Owner shall be entitled and required to be a member of the Association. An Owner shall be entitled to one (1) membership for each Unit owned. Each such membership shall be appurtenant to and inseparable from the Unit upon which it is based, and shall be transferred automatically by the transfer (in whatsoever form) of that Unit. Ownership of a Unit shall be the sole qualification for membership. No person or entity other than an Owner may be a member of the Association.

Section 7.3. The Executive Board. The affairs of the Association shall be managed by an Executive Board which may by resolution delegate any portion of its authority to an Executive Committee or to a Managing Agent for the Association. There shall be no fewer than three members of the Executive Board, the specific number to be set forth from time to time in the Bylaws. Section 7.4. Bylaws and Articles. The purposes and powers of the Association and the rights and obligations with respect to Owners set forth in this Declaration may and shall be amplified by provisions of the Articles and Bylaws of the Association.

Section 7.5. Voting. Each Unit shall be entitled to one (1) vote. Owners of more than one (1) Unit shall have the right to cast the aggregate number of votes that the Units which they own represent. If any Unit is owned by multiple parties, all such parties shall be members; provided, however, that the vote to which such Unit is entitled shall be exercised as the several Owners among themselves shall determine, but in no event shall more than one (1) vote be cast with respect to any one (1) Unit. Cumulative voting shall not be permitted in the election of the Executive Board or for any other purpose.

Section 7.6. Exercise of Powers . The Association may exercise any right or privilege given it expressly by this Declaration, by the Act or

otherwise by law, and every other right, privilege, and power reasonably to be implied from this Declaration or reasonably necessary to effectuate its function and purposes.

Section 7.7. Assessments. The Association shall have the right to levy and make assessments for Common Expenses, in accordance with this Declaration and its By-Laws, for the following purposes:

- (a) To promote the recreation, health, safety, and welfare of the Owners and the residents of the property;
- (b) To pay that part of the monthly user fees assessed by the Mid Valley Metropolitan District, for the raw water irrigation of the irrigated portions of the rights-of-way for Evans Road, Willow Road, Lake Avenue, for that part of East Valley Road south of Lewis Lane, and for Linear Park Parcels 8B, 8C, and 8D, allocable to the Property and for the raw water irrigation of the lawns, grounds and landscaped areas of the Common Elements;
- (c) To pay the costs and expenses of maintaining the Common Elements as set forth in this Declaration;
- (d) To pay the premiums for all insurance which the Association is required or permitted to maintain;
- (e) To pay taxes and special assessments levied against any property of the Association, whether real or personal;
- (f) To provide lawn, grounds, and landscaping care for the common elements, maintain and operate the raw water irrigation system for the benefit of the common elements, and to otherwise maintain the common elements;
- (g) To provide for the removal of snow from sidewalks, roadways,

driveways, and parking lots which form a part of the Common Elements and from the roofs and gutters as needed;

- (h) To pay all charges for lighting, utilities, irrigation water, trash removal and other services attributable to the common elements;
- (i) To pay wages for Association employees, Association management expenses, legal and accounting fees;
- (j) To pay any deficit remaining from any previous assessment period;
- (k) To create a reasonable contingency reserve, surplus and/or sinking fund;
- (l) To pay any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration, its Articles of Incorporation or By-Laws; and
- (m) For any other purpose permitted by the Act.

Section 7.8. Assessments for Common Expenses . Each Owner shall pay his prorata share of the Common Expenses. Such proration shall be made on the basis of each Owner's allocated interest in the Common Elements. Nothing contained in this subsection shall prohibit certain Common Expenses from being apportioned to a particular Unit or Units as provided elsewhere in this Declaration.

Section 7.9. Payment of Assessments . Each Owner shall pay to the Association, in accordance with its By-Laws, such assessments as may be periodically made by the Association. Until the Association makes an assessment for Common Expenses, the Declarant shall pay all Common Expenses.

Section 7.10. Periodic Assessments . After any assessment has been made by the Association, assessments shall thereafter be made monthly or on such other periodic basis as the Executive Board shall determine, but no less frequently than annually, and shall be based on a budget adopted no less frequently than annually.

Section 7.11. Added Charges. The Association may impose charges for late payment of assessments, recover reasonable attorney's fees and other costs of collection and levy fines for violations of the Declaration, the By-Laws or the Rules and Regulations of the Association. All such charges shall be enforceable as assessments. Any past due common expense assessment or installment shall bear interest at the rate of eight percent (8%) per annum or at such greater rate as may be established by the Executive Board, but not exceeding twenty-one percent (21%) per year.

Section 7.12. Collection of Assessments. The Association shall have the right to bring an action at law against the Owner personally obligated to pay any delinquent assessment or fines.

Section 7.13. Assessment Liens. The Association shall also have a statutory lien on any Unit for any assessment levied against that Unit or fines imposed against the Unit Owner. The amount of the lien shall include any fees, charges, late charges, attorney's fees, fines and interest. This Declaration constitutes record notice and perfection of the statutory lien. No further recordation of any claim of lien or assessment is required. The statutory lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within six (6) years after the full amount of the assessments become due. The Association's lien for assessments and enforcement rights in respect thereto shall be governed by the applicable provisions of the Act, as now in effect or hereafter amended.

Section 7.14. Budgets to be Approved by the Members. It shall be the duty of the Executive Board to formulate and propose a budget of expenses, not less frequently than annually. Within thirty (30) days after adoption of any proposed budget for the common interest community, the Executive Board shall mail, by ordinary first-class mail, or otherwise deliver a summary of the budget to all the Unit Owners (members) and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing or other delivery of the summary. Unless at that meeting a majority of all Unit Owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Unit Owners must be continued

until such time as the Unit Owners ratify a subsequent budget proposed by the Board.

Section 7.15. Rules and Regulations. In furtherance of the intent, purposes and provisions of this Declaration, rules and regulations may be adopted, amended or repealed from time to time by the Executive Board. All rules and regulations adopted by the Association shall be applied uniformly in a non-discriminatory manner. The Executive Board may also establish and enforce penalties and fines for the infraction of any rule or regulation, which fines shall be collectable as assessments in the manner provided above.

ARTICLE VIII- ARCHITECTURAL CONTROL - DESIGN REVIEW BOARD

An Architectural Review Committee, known as the Sopris Meadows Multi-Family Residential Design Review Board (the "Design Review Board"), consisting of three (3) members, is established under the provisions of the Master Covenants recorded in Book 744 at Page 544 as Reception No. 640490 of the Eagle County, Colorado records. Architectural and design controls set forth in the Master Covenants apply and shall govern the development of the Property.

ARTICLE IX - ALLOCATED INTERESTS

Section 9.1. Undivided Interest in the Common Elements. For the purpose of determining the undivided interest in the Common Elements allocated to each Unit (including any Units hereafter created and added to the Community) the following formula shall apply. One-bedroom Units shall be assigned a weighted value of 1, two-bedroom Units a weighted value of 1.5 and three-bedroom Units a weighted value of 1.75. The number of bedrooms in each Unit shall be determined on the basis of original construction. The weighted value assigned a Unit shall not be subject to modification by the remodeling or reconfiguration of the Unit's interior space. A Unit's undivided interest in the Common Elements, determined at any given time, shall be a fractional interest, the numerator of which shall be the weighted value assigned to that Unit and the denominator of which shall be the weighted value assigned to each of the Units

then submitted to this Declaration, added together. The weighted value assigned to each Unit in Filing No. 1 is as follows:

<u>UNIT</u>	<u>NUMBER OF BEDROOMS</u> (Original Construction)	<u>WEIGHTED</u> <u>VALUE</u> (For purposes of determining the Unit's Allocated Interest in the Common Elements)
500	1 Bedroom	1
502	2 Bedrooms	1.5
504	1 Bedroom	1
506	2 Bedrooms	1.5
508	1 Bedroom	1
510	2 Bedrooms	1.5
512	1 Bedroom	1
514	2 Bedrooms	1.5
516	1 Bedroom	1
518	2 Bedrooms	1.5
520	1 Bedroom	1

Section 9.2. Liability for Common Expenses. The share of liability for Common Expenses allocated to each Unit shall be equivalent to that Unit's undivided fractional interest in the Common Elements as determined above. Nothing contained in this subsection shall prohibit certain Common Expenses from being apportioned to a particular Unit or Units as provided elsewhere in this Declaration.

Section 9.3. Voting Rights. As stated elsewhere in this Declaration, each Unit shall be entitled to one (1) vote and one (1) vote only.

Section 9.4. Addition of Other Property. Additional real property hereinafter more particularly identified, may be submitted to this Declaration, added to and made a part of the Community through one or more subsequent Filings. The Owners of any Units added to the Community shall become

Members of the Association, the same as if such Units were originally a part of the Community. The addition of such property and inclusion within the Community shall be accomplished by recording in the office of the Clerk and Recorder of Eagle County, Colorado, a Supplemental Declaration and Condominium Map of the Filing, executed by the Declarant and any other party having an ownership interest in the property to be added. The Supplemental Declaration shall contain the legal description of such additional real property, declare the same an addition to the Community, assign the appropriate weighted value to each Unit for the purpose of determining each Unit's undivided interest in the Common Elements and submit such additional property to this Declaration. Such Supplemental Declaration may contain and establish such additional provisions as are consistent with the intended development of such additional property. The Common Elements established through any and all subsequent Filings shall be merged for the common benefit of all Units which form a part of the Community and the undivided interest in the Common Elements of each Unit shall automatically be adjusted and reallocated in compliance with the formula stated above.

Section 9.5. Combining Units. If an Owner combines two or more Units with the intent of creating one (1) Unit therefrom, such resulting Unit shall continue to have the full allocated interests and voting rights originally assigned to the Units so combined.

Section 9.6. Required Floor Coverings on Second Level. The provisions of this Section shall apply to all floors located on the second level (second floor) of any building. Hard surface flooring shall be permitted only in the entryway and kitchen areas, as those areas are defined by the hard surface flooring employed in the original construction and design. Wall-to-wall carpeting underlaid with a pad which pad shall be of a minimum thickness of 3/8ths of an inch, shall be maintained at all times throughout all other floor areas located on the second level (second floor) of any building. The provisions of this Section are adopted for the purpose of minimizing the transfer of sound through the floors of upper Units to Units located below and shall be strictly enforced by the Association.

ARTICLE X - DECLARANT'S RESERVED DEVELOPMENT RIGHTS

Section 10.1. Rights Reserved. The Declarant hereby reserves, to the fullest extent permitted by law, the following development rights and the right to

supplement and amend this Declaration in the exercise of all or any of the following development rights:

- (a) The right to construct and complete the Units and Common Elements shown on the Condominium Map and any additional Units and Common Elements hereafter added, platted and approved, in any sequence and order that the Declarant shall determine;
- (b) The right to develop the Community in phases and to annex and add all or some part of property identified below to the Community in the manner described in Section 9.4 above or in such other manner as the Act may permit;
- (c) The right to construct underground utility lines, pipes, wires, ducts, conduits and other facilities across any portion of the Property for the purpose of furnishing utilities and other services to buildings and improvements to be constructed on the Property;
- (d) The right to withdraw and grant easements and licenses to public utility companies and to convey improvements within those easements anywhere in the Community not occupied by buildings for the purposes mentioned.
- (e) The right to reconfigure all or any of the Units, with the approval of the Town of Basalt and construct and complete the Units as reconfigured, together with the Common Elements, provided that the Declarant shall have no right to reconfigure a Unit the Declarant does not own;
- (f) The right to phase the construction of the buildings, Units and Common Elements;
- (g) The right to use so much of the Common Elements as it may deem necessary or convenient for the purpose of the construction and development of the buildings, and other improvements on the Property; provided, however, that such use shall not unreasonably interfere with an Owner's access to his Unit.

(j) The right to prepare, execute and record an Amendment or Amendments to this Declaration, by way of a Supplemental Declaration or otherwise, assigning or reassigning identifying numbers to each Unit created and describing the Common Elements and any Limited Common Elements thereby changed or created, and in the case of Limited Common Elements, designating the Unit or Units to which such Limited Common Elements are allocated, and to prepare, execute and record therewith, an additional, supplemental or amended Condominium Map depicting and addressing the matters required by the Act or deemed proper by the Declarant in connection with any such amendment;

(k) To assign or reassign parking spaces within the Common Elements, without discriminating among the Units created;

(l) To annex and develop all or any part of the additional real estate mentioned below;

(m) To exercise those development rights extended with respect to the Property by virtue of the Amended Annexation Agreement recorded as Reception No. 585757, the First Addendum to Amended Annexation Agreement recorded as Reception No. 595886 and the Second Addendum to Amended Annexation Agreement, recorded as Reception No. 763050 of the Eagle County, Colorado records; and

(n) To exercise the "Special Declarant Rights" defined in the Act, including the rights to construct and complete the improvements, to exercise any development right, including those expressly reserved in this Declaration, to maintain sales offices, management offices, signs advertising the Community and models, to use easements through the common elements for the purpose of making improvements within the Community, to make the Community subject to a Master Association, to merge or consolidate the Community with a common interest community of the same form of ownership, to appoint and to remove any officer of the Association or any Executive Board member during the period of Declarant controls herein set forth.

Section 10.2. Right to Annex Additional Real Estate. Developer further reserves the right to annex to the Community any, all or any part of the following identified additional properties, to-wit: the remainder of Sopris Meadows Three, Filing No. 3, Parcels 6B, 5A, 5B, 5C, 4B, 4C and 4D according to the Final Map of Sopris Meadows Planned Unit Development recorded as Reception No. 595887 of the Eagle County, Colorado records; and to annex unspecified real estate not yet described or located, which unspecified real property shall not exceed ten percent (10%) of the total combined areas of the Initial Parcel, the remainder of Sopris Meadows Three, Filing No. 3 and Parcels 6B, 5A, 5B, 5C, 4B, 4C and 4D of the Sopris Meadows Planned Unit Development. The maximum number of Units that will compose the Community if all such real estate is annexed, will be three hundred fifty (350) Units. Any real estate annexed to the Community not already subject to the Master Covenants shall be submitted to the same upon such annexation.

Section 10.3. Exercise of Development Rights. Any development right may be exercised with respect to different portions of the Property, at different times and in such sequence as the Declarant may determine. No assurances are made as to which portions of the Property may be subjected to the exercise of each development right, or in which order each development right may be exercised or applied to any portion of the Property. If any development right is exercised in any portion of the Property that development right need not be exercised in all or any portion of the remainder of the Property. Declarant may, but has no obligation to add or annex all, any or any portion of the additional real estate described above. The exercise of development rights with respect to some portions of the Property will not obligate the Declarant to exercise any development rights as to other portions. No assurances are made by Declarant as to whether Declarant will exercise its development rights herein reserved or any of them or as to the order in which any portion of the Property may be developed.

Section 10.4. Development Rights/Allocated Interests. Regardless of the manner or nature in which the development rights are exercised, and whether or not any additional Parcel(s) or unspecified lands are annexed, the Common Elements and the Common Expenses shall always be allocated among the total number of Units within the Community in the manner described in Article IX above, and each Unit shall be allocated one vote and one vote, only.

Section 10.5. Reserved Construction Easement. Declarant reserves the right to perform warranty work, repairs and construction work in the Units and Common Elements, to store materials in secure areas, and to control and have the right of access to work and make repairs until completion of the entire Community. All work may be performed by the Declarant without the consent or approval of the Executive Board or the Association. The Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Declarant's rights, whether arising under the Act or reserved in this Declaration. This easement and the reserved rights attendant thereto includes the right to convey access, utility and drainage easements to the Town of Basalt and Midvalley Metropolitan District or any other special district, governmental authority, public utility or the State of Colorado.

Section 10.6. Signs and Marketing. Declarant reserves the right to post and maintain signs and displays in Units owned by the Declarant and in the Common Elements in order to promote sales of Units. Declarant also reserves the right to conduct general sales activities in a manner which will not unreasonably disturb the rights of Unit Owners.

Section 10.7. Removal of Declarant's Property. Declarant reserves the right to remove and retain all of its property and equipment used in the sales, management, construction and maintenance of the property whether or not the same have become fixtures.

Section 10.8. No Interference. Neither the Association nor any Unit Owner may take any action or adopt any rule that will interfere with or diminish any reserved rights of the Declarant, without the prior written consent of the Declarant.

Section 10.9. Location of Units. The location of the buildings and the Units and the identification of the Common Elements are not restricted or regulated other than by the building envelopes now or hereafter approved by the Town of Basalt. The Declarant reserves the right to establish or change the building envelopes with the approval of the Town of Basalt, provided that the Declarant shall have no right to alter the boundaries of any Unit which the Declarant does not own.

Section 10.10. Promotional Activity of the Declarant . The Declarant may maintain a sales office or management office within any Unit or Units located on the Property. Any Unit or Units may be used as a model for promotional purposes. The Declarant reserves the right to maintain signs on the Common Elements, so long as the Declarant owns any Unit held for sale within the Community.

Section 10.11. Time Limit . The development rights reserved to the Declarant must be exercised within thirty (30) years from the date of this Declaration, except with respect to those development rights addressed in the Amended Annexation Agreement, which must be exercised within the time periods prescribed thereby.Section 10.12. Release or Assignment of Declarant's Rights .

Declarant may release or transfer any or all the Declarant's rights reserved under this Article or elsewhere in this Declaration, but only by instrument acknowledged in the manner of a Deed and recorded in the records of the Clerk and Recorder of Eagle County, Colorado. Declarant may restrict or limit the exercise of any rights and interest so assigned. Any successor in interest to Declarant, in respect to any portion of the Declarant's rights hereunder, may further assign and transfer such rights and interests in like manner, but only to the extent expressly permitted in the assignment from the Declarant.

ARTICLE XI - DECLARANT'S RIGHTS TO CONTROL THE ASSOCIATION AND LIMITATIONS

Section 11.1. This Article Controls . The provisions of this Article shall control all inconsistent and conflicting provisions contained elsewhere in this Declaration or in the Bylaws of the Association.

Section 11.2. Period of Declarant Control . There shall be a period of Declarant control of the Association, during which a Declarant, or persons designated by the Declarant, may appoint and remove the officers of the Association and members of the Executive Board.

- (a) The period of Declarant control shall terminate no later than the earlier
- of (i) sixty (60) days after conveyance of seventy-five percent (75%) of the Units that may be created in the Community to Unit Owners other than a Declarant; or
 - (ii) two years after the last conveyance of a Unit by the Declarant in the ordinary

course of business; or (iii) two years after any right to add new Units was last exercised.

(b) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units that may be created to Unit Owners other than a Declarant, at least one member and not less than twenty-five percent (25%) of the members of the Executive Board shall be elected by Unit Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units that may be created to Unit Owners other than a Declarant, not less than thirty-three and one-third percent (33 1/3%) of the members of the Executive Board must be elected by Unit Owners other than the Declarant.

(c) Except as otherwise provided in C.R.S. § 38-33.3-220(5), not later than the termination of any period of Declarant control, the Unit Owners shall elect an Executive Board of at least three members, at least a majority of whom must be Unit Owners other than the Declarant or designated representatives of Unit Owners other than the Declarant; and the Executive Board shall elect the officers and the Executive Board members and officers shall take office upon election.

(d) Notwithstanding any provision of this Declaration or the Bylaws to the contrary, following notice under C.R.S. § 38-33.3-308, the Unit Owners, by a vote of sixty-seven percent (67%) of all Unit Owners present and entitled to vote at a meeting of the Unit Owners at which a quorum is present may remove a member of the Executive Board with or without cause other than a member appointed by the Declarant.

Section 11.3. Voluntary Surrender. The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of the period of Declarant control set forth above. In that event, the Declarant may require that, for the duration of the period of Declarant control, specified actions of the Association or Executive Board as described in a recorded instrument executed by the Declarant, be approved by the Declarant before becoming effective.

Section 11.4. Association's Records. Within sixty (60) days after termination of Declarant's control and the election of a new Executive Board by the members, the Declarant shall deliver to the Association all records and property of the Association held or controlled by the Declarant as prescribed by the Colorado Common Interest Ownership Act.

ARTICLE XII - USE RESTRICTIONS

Section 12.1. No Resubdivision . No further subdivision of any Unit shall be permitted.

Section 12.2. Leases . Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation, By-Laws and duly promulgated Rules and Regulations of the Association, and that any failure by the tenant to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing. No Owner shall be permitted to lease a dwelling Unit for transient or hotel purposes; nor shall any Owner lease only a room or rooms which consist of less than the entire dwelling Unit. Other than as provided in this Section, there is no restriction on the right of any Owner to lease his property.

Section 12.3. Master Covenants . The Master Covenants, identified in Article I above, set forth use restrictions which apply to the Property and all Parcels approved for multi-family development within the Sopris Meadows Planned Unit Development. The Master Covenants further govern the use of the Property.

Section 12.4. Animals . No animals of any kind shall be raised, bred or kept on the Property, except that dogs and cats may be kept, provided that they are not kept, bred or maintained for any commercial purpose and that such pets are at all times under the control of their Owner, well-mannered and behaved; and provided further that, in no event shall any Owner(s) or occupant(s) of any Unit keep more than a total of two (2) such animals, in any combination, at any time. Any Owner(s) or occupant(s) of a Unit harboring an animal upon the Property shall at all such times keep and maintain, in full force and effect, a homeowners insurance policy or other liability insurance coverage, with limits of not less than \$500,000, the covered risks of which shall include bodily injury, death and property damages caused by such animal. Notwithstanding the foregoing, the Executive Board may promulgate rules and regulations concerning the keeping of dogs and cats within the Community, which are more restrictive than those limitations set forth above. By way of example and not by way of limitation, the Executive Board shall have the right to absolutely prohibit the keeping of dogs or cats, or to implement a plan of special pet assessment dues which shall be payable by any Owner who keeps a dog or cat upon the Property.

Section 12.5. Vehicle Repairs. No maintenance, servicing, repair, dismantling or repainting of any type of vehicle, boat, camper, trailer, machine or equipment may take place on the Property.

Section 12.6. Trailers, Campers, Recreational and Junk Vehicles. No boat, camper, snowmobile, four-wheeler, motorcycle (on or off supporting vehicles), trailer, tractor, truck, industrial or commercial vehicle (cab or trailer), towed trailer unit, disabled, junk or abandoned vehicles, motor home, mobile home, recreational vehicle or any vehicle, the primary purpose of which is recreational, sporting or commercial use, shall be parked or stored on the Property. For purposes of this covenant, any three-quarter ton or smaller vehicle commonly known as a pickup truck, shall not be deemed a commercial vehicle or truck.

Section 12.7. Restrictions on Floor Loads. No Owner may place a load on any floor which exceeds a floor load of _____ pounds per square foot. No Owner shall install or maintain any item of heavy furniture or equipment or make any other installation, except in a manner designed to achieve a proper distribution of weight which fully complies with said floor load limitation.

ARTICLE XIII - WATER AMENITIES

Section 13.1. Notice. Notice is hereby given that the Property is located near the Roaring Fork River. A lake and certain irrigation ditches exist on or near the property. There are inherent hazards and risks associated with these amenities.

Section 13.2. No Liability. Neither the Declarant, the Association, the Town of Basalt, the Mid Valley Metropolitan District, nor any rightful owner or user of the irrigation ditches or waters that exist on or near the Property shall have any liability to any Owner, tenant or occupant of the Property in respect to bodily injury, death or property damages caused by, arising out of, or in connection with such amenities or otherwise related to such amenities or the use thereof.

Section 13.3. Prohibitions. No Owner, tenant, guest, invitee or family member of an Owner or tenant, nor any other person claiming any interest in a Unit or occupying or using any Unit shall: (a) take water from, disturb or otherwise interfere with the operation of any irrigation ditch or the use of any such ditch by the rightful owners and users thereof; (b) use any ditch or the lake for swimming, tubing, boating or similar recreational activities; (c) trespass on any irrigation ditches or embankments; (d) block, obstruct or interfere with the flow of any

irrigation ditch; (e) install, construct or place any planks, boards or bridges on or across any irrigation ditches or ditch embankments; or (f) claim damages or otherwise seek to hold the Declarant, the Association, the Town of Basalt or Mid Valley Metropolitan District or any ditch company or rightful owner or user of the irrigation waters and ditches, responsible or liable for any damages whatsoever, to persons or property, for bodily injury, death or property damage, in any way connected with, caused by, arising out of or related to any irrigation ditch, the lake, the river, the use of those amenities for any purpose, any flooding of the irrigation ditches or river, or the proximity of the Property or any particular Unit to such amenities, whether or not foreseeable.

Section 13.4. Release. The mere acquisition, rental or occupancy of any Unit within the Property or any portion thereof, shall signify that the provisions of this Article are accepted and ratified, and that the parties mentioned are released and absolved from any and all responsibility or liability in respect to said amenities to the full extent permitted by law. Should any claim be asserted or suit brought in violation of this Section, the party or parties against which the claim is made or suit brought, shall be entitled to recover all costs and expenses incurred in connection therewith, including reasonable attorney's fees.

ARTICLE XIV - INSURANCE

Section 14.1. Association to Maintain Insurance. Commencing not later than the time of the first conveyance of a Unit to a person other than the Declarant, the Association shall maintain to the extent reasonably available:

- (a) Property insurance on the Common Elements for broad form covered

causes of loss. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use, as the buildings on the Property, including, but not limited to vandalism and malicious mischief. The amount of insurance must be not less than the full insurable replacement cost of the insured property, less applicable deductibles at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies; provided that the casualty protection on the buildings and improvements maintained by the Association shall insure the improvement only to the interior bare walls as initially constructed and installed by the Declarant. It shall be the responsibility of each Owner to insure the finish of

the interior walls and all cabinets, furnishings, fixtures, appliances, personal property, and other contents of his Unit. The named insured shall be the Association, individually, and as agent for the Owners and their Mortgagees, without naming them. Provisions shall be made for the issuance for mortgagee endorsements and memoranda of insurance to the Mortgagees of the Owners. Such insurance policy shall provide that payments by the insurer for losses shall be made to the Association or to an insurance trustee in the State of Colorado designated by the Association for that purpose. Such insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association or other Unit Owners. The scope of coverage must include all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location, and use.

(b) Commercial general liability insurance against claims and liabilities

arising in connection with the ownership, existence, use or management of the Common Elements with coverage limits as deemed sufficient in the judgment of the Executive Board, but in no event less than \$1,000,000 per occurrence and \$2,000,000 aggregate, insuring the Executive Board, the Association, the management agent, if any, and their respective employees, agents, and all persons acting as agents. The Declarant shall be included as an additional insured in Declarant's capacity as a Unit Owner and board member. The Owners (Unit Owners) shall be included as additional insureds, but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements. The insurance shall cover claims of one (1) or more insured parties against other insured parties. The Town of Basalt shall also be included as an additional insured. The maintenance of such insurance by the Association and the acceptance of such coverage by the Town of Basalt, does not waive or purport to waive the provisions of the Colorado Governmental Immunity Act as applicable to the Town of Basalt.

Section 14.2. Non-Availability. If the insurance described above is not reasonably available, or if any policy of such insurance is canceled or not renewed, without a replacement policy therefore having been obtained, the Association promptly shall cause notice of that fact to be hand delivered, or sent prepaid, U.S. mail, to all Unit Owners.

Section 14.3. Additional Coverage Required . Pursuant to the Act, the Property Insurance and the Commercial General Liability Insurance required above, must provide that:

- (a) Each Owner is an insured person under the policy with respect to liability arising out of such Unit Owner's interest in the Common Elements or membership in the Association;
- (b) The insurer waives its rights to subrogation under the policy against any Unit Owner or member of his household;
- (c) No act or omission by any Unit Owner, unless acting within the scope of such Unit Owner's authority on behalf of the Association, will void the policy or be condition to recovery under the policy; and
- (d) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

Section 14.4. Adjustment of Property Loss . Any loss covered by the Property Insurance described above, must be adjusted with the Association, but shall be held, administered and applied in the manner provided by the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-313(5) - (9).

Section 14.5. Procedures; Deductibles; Assessments . The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles, and any other matters of claims adjustment. To the extent the Association settles claims for damages to real property, it shall have the authority to assess negligent Unit Owners causing such loss or benefitting from such repair or restoration, all deductibles paid by the Association. In the event that more than one (1) Unit is damaged by a loss, the Association, in its reasonable discretion, may assess each Unit Owner a pro rata share of any deductible paid by the Association.

Section 14.6. Owner's Insurance . An insurance policy issued to the Association does not obviate the need for Unit Owners to obtain insurance for their own benefit.

Section 14.7. Officers and Directors . The Association shall keep and maintain Officers and Directors errors and omissions and personal liability coverage, with coverage limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, to protect the officers and directors from personal liability in relation to or arising out of their duties on behalf of the Association.

Section 14.8. Fidelity Bonds and Insurance . The Association shall obtain adequate fidelity bonds or insurance coverage to protect against dishonest acts of any Unit Owner, Executive Board member, Officer, employee or Manager of the Association handling or responsible for Association funds. Such fidelity bonds or insurance coverage shall not be less than the aggregate amount of two (2) months current assessments for the entire Property, plus reserves as calculated from the current budget of the Association, or \$50,000, whichever is greater. The Association may carry fidelity bonds or insurance in such greater amount as the Executive Board deems prudent.

Section 14.9. Managing Agent Insurance . The Association shall require any independent contractor employed for purposes of managing the Common Interest Community to carry fidelity bonds or insurance for the benefit of the Association to the same extent as the Association or with such greater coverage limits as the Association or the Act may require, for the benefit of the Association and any such Manager shall maintain and submit evidence of such coverage to the Association.

Section 14.10. Worker's Compensation and Employer's Liability Insurance . The Association shall obtain worker's compensation and employer's liability insurance and all other similar insurance with respect to its employees in the amounts and forms as may now or hereafter be required by law.

Section 14.11. Other Insurance . The Association may also obtain insurance coverage against any such other risks of a similar or dissimilar nature, as deemed appropriate.

Section 14.12. Insurance Expense . The cost of all insurance which the Association is required or permitted to maintain, shall be assessed to the Unit Owners as a Common Expense.

Section 14.13. Annual Review . The Executive Board shall review the insurance coverage for the Association at least annually for the purpose of determining the amount of insurance required.

Section 14.14. Duty to Repair . Any portion of the Community for which insurance is required under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association unless: the Community is terminated in accordance with the Act; the repair or replacement would be illegal; sixty-seven percent (67%) of the Unit Owners, including every Owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild; or, prior to the conveyance of any Unit to a person other than the Declarant, the holder of a Deed of Trust or Mortgage on the damaged portion of the Community rightfully demands all or a substantial part of the insurance proceeds.

ARTICLE XV - ASSESSMENT CERTIFICATES AND NOTICES

Section 15.1. Assessment Certificates . Upon request, the Association shall provide any Owner, prospective purchaser, Mortgagee or prospective Mortgagee, of any Unit in the Community a certificate in writing signed by an officer of the Association setting forth the amount of any assessments, interest or late charges due in connection with any specified Unit. A reasonable charge may be made by the Association for the issuance of such certificates.

Section 15.2. Notice of Assessment Liens . Upon written request, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, to the Association's registered agent, the Association shall furnish to a Unit Owner or his designee, or to a holder of a Security Interest, mortgage or deed of trust, or its designees, a written statement setting forth the amount of unpaid assessments currently levied against such Owner's Unit. This statement shall be furnished within fourteen (14) days after receipt of the request, and is binding on the Association, the Executive Board and every Unit Owner. If no statement is furnished to the Unit Owner or holder of the Security Interest, mortgage or deed of trust, or to his designee, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assert a lien upon the Unit for unpaid assessments which were due as of the date of the request.

ARTICLE XVI - MASTER ASSOCIATION

Section 16.1. Master Association. The Executive Board of the Association may delegate to a Master Association, such powers of the Association as may be permitted by the Act and as the Executive Board deems appropriate. The Executive Board of any Master Association to which powers of the

Association are delegated shall be elected after the period of Declarant control as follows:

All members of the Executive Boards of all common interest communities subject to any such Master Association shall elect all members of the Master Association's Executive Board.

Section 16.2. Merger or Consolidation. The Community may be merged or consolidated with one (1) or more other common interest communities of the same form of ownership in accordance with the Act and upon compliance with the provisions of C.R.S. § 38-33.3-221.ARTICLE XVII - GENERAL PROVISIONS

Section 17.1. Notices to Owners. Notice to an Owner of matters effecting the Community by the Association or by another Owner, shall be sufficiently given if such notice is in writing and is delivered personally, by courier or private service delivery, or by deposit in the U.S. mail, postage prepaid, addressed to such Owner at the registered mailing address furnished by the Owner to the Association in accordance with the By-Laws. Such mailing shall be deemed adequate, whether mailed ordinary mail, certified mail or registered mail.

Section 17.2. Recording Data. The recording data for all recorded easements and licenses appurtenant or included in the Community, is set forth in Exhibit "A," attached. In addition, the Community will be subject to the easements and licenses granted or reserved pursuant to this Declaration and the Condominium Map.

Section 17.3. Easement Rights. The Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging a Declarant's obligations or exercising Special Declarant Rights, whether arising under this Declaration or the Act.

Section 17.4. Covenants to Run with the Land. This Declaration shall run with the land and be a burden and a benefit to the Units within the Community.

Section 17.5. Enforcement. The failure of any Owner to comply with the provisions of this Declaration or with the Articles of Incorporation, By-Laws or the duly promulgated Rules and Regulations of the Association, shall give rise to a cause of action in the Association, as well as any aggrieved Unit Owner for the recovery of damages or injunctive relief, or both. The failure of the Association

or any Owner to enforce any such rights, shall in no event be deemed a waiver of the right to do so in the future. The Town of Basalt is recognized as a third-party beneficiary with respect to the use restrictions described in Article XII, and may enforce the same in its own right.

Section 17.6. Amendments . The Declarant may amend the Declaration and any Condominium Map to correct clerical, typographical or technical errors or to comply with the requirements, standards or guidelines of recognized secondary mortgage markets, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association or the Federal National Mortgage Association. The Declarant may also amend this Declaration in the exercise of Declarant's reserved development rights and as otherwise permitted by the Act. The Association may amend this Declaration with respect to those matters expressly permitted by the Act. Except as provided above, this Declaration may be amended only by the vote or agreement of Unit Owners representing at least sixty-seven percent (67%) of the Units within the Community and by the recordation of a certified copy of the Resolution of Amendment, signed and acknowledged by the President and Secretary of the Association, recorded in the records of the Clerk and Recorder of Eagle County, Colorado. Notwithstanding the provisions hereof, this Declaration shall not be amended without the prior written consent of the Town of Basalt.

Section 17.7. Termination of Declaration . This Declaration shall not be terminated except upon the written agreement of Owners representing not less than sixty-seven percent (67%) of the Units within The Community, and must be evidenced by a Termination Agreement or ratifications thereof, in the same manner as a deed, by the requisite number of Unit Owners. The Termination Agreement must specify a date after which the agreement will be void unless it is recorded before that date. The Termination Agreement and all ratifications thereof must be recorded in Eagle County, Colorado, and shall be effective only upon recordation. Notwithstanding the provisions hereof, this Declaration shall not be terminated without the prior written consent of the Town of Basalt.

Section 17.8. Restoration . If at any time all Owners and all holders of first mortgages shall agree that the Community has become obsolete and shall approve a plan for its renovation or restoration, the Association 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 cost of the work shall be a Common Expense.

Section 17.9. Duration. This Declaration shall continue in effect until revoked or terminated in the manner provided above.

Section 17.10. Severability. If any clause or provision of this Declaration is determined to be illegal, invalid or unenforceable under present or future laws, all other terms and provisions hereof shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, this Condominium Declaration has been executed this ____ day of _____, 2001.

DECLARANT:

THE WILLITS GROUP, LLC,
a Colorado limited liability company

By: _____
Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2001, (Paul G. Adams or Clay Crossland), as attorney-in-fact on behalf of The Willits Group LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires:

Notary Public

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AMENDMENT
(correction of clerical error)

TO CONDOMINIUM DECLARATION

FOR

LAKE SIDE CONDOMINIUMS AT WILLITS

(Basalt, Colorado)

KNOW ALL MEN BY THESE PRESENTS that:

WHEREAS, the Condominium Map of Lakeside Condominiums at Willits, Filing No. 1, recorded as Reception No. 769536 of the Eagle County, Colorado records (the "**Condominium Map**"), creates the initial twelve (12) condominium units; and

WHEREAS, for the purpose of determining the undivided interest in the Common Elements allocated to each Unit, Section 9.1 of the Condominium Declaration for Lakeside Condominiums at Willits, recorded as Reception No. 769537 of the Eagle County, Colorado records (the "**Declaration**") allocates one-bedroom Units a weighted value of 1, two-bedroom Units a weighted value of 1.5 and three-bedroom Units a weighted value of 1.75; and

WHEREAS, Unit 522, Lakeside Condominiums at Willits, Filing No. 1, is a two-bedroom Unit shown on the **Condominium Map** and is therefore allocated a weighted value of 1.5 by the terms of the **Declaration**; and

WHEREAS, by reason of a clerical error, the **Declaration** omits specific reference to Unit 522; and

WHEREAS, by reason of a clerical error, Exhibit A reflecting the recording data for recorded easements and licenses referenced in Section 17.2 of the **Declaration**, was omitted; and

WHEREAS, pursuant to Section 17.6 of the **Declaration**, the Declarant has the right to amend the **Declaration** to correct clerical, typographical or technical errors; and

WHEREAS, the following amendments are made to correct said clerical errors.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Section 9.1 of the Declaration is hereby amended to read in its entirety as follows:

"Section 9.1. Undivided Interest in the Common Elements. For the purpose of determining the undivided interest in the Common Elements allocated to each Unit (including any Units hereafter created and added to the Community) the following formula shall apply. One-bedroom Units shall be assigned a weighted value of 1, two-bedroom Units a weighted value of 1.5 and three-bedroom Units a weighted value of 1.75. The number of bedrooms in each Unit shall be determined on the basis of original construction. The weighted value assigned a Unit shall not be subject to modification by the remodeling or reconfiguration of the Unit's interior space. A Unit's undivided interest in the Common Elements, determined at any given time, shall be a fractional interest, the numerator of which shall be the weighted value assigned to that Unit and the denominator of which shall be the weighted value assigned to each of the Units then submitted to this Declaration, added together. The weighted value assigned to each Unit in Filing No. 1 is as follows:

<u>UNIT</u>	<u>NUMBER OF BEDROOMS</u> (Original Construction)	<u>WEIGHTED VALUE</u> (For purposes of determining the Unit's Allocated Interest in the Common Elements)
500	1 Bedroom	1
502	2 Bedrooms	1.5
504	1 Bedroom	1
506	2 Bedrooms	1.5
508	1 Bedroom	1
510	2 Bedrooms	1.5
512	1 Bedroom	1
514	2 Bedrooms	1.5



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516	1 Bedroom	1
518	2 Bedrooms	1.5
520	1 Bedroom	1
522	2 Bedrooms	1.5

2. Exhibit A referenced and described in Section 17.2 of the Declaration is attached hereto and incorporated as an attachment to the Declaration by this reference.

Dated this 14th day of March, 2002.

DECLARANT:

THE WILLITS GROUP, LLC, a Colorado
limited liability company

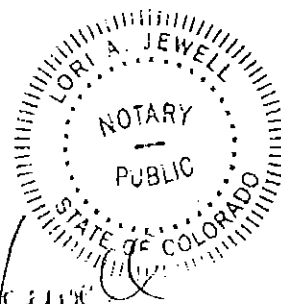
By: Paul G. Adams
Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this 14th day of March, 2002, by Paul G. Adams, as Attorney-in-Fact on behalf of the Willits Group, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: March 29, 2004



Lori A. Jewell
Notary Public



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Exhibit "A"
to
CONDOMINIUM DECLARATION
FOR
LAKESIDE CONDOMINIUMS AT WILLITS
Basalt, Colorado

EASEMENTS AND LICENSES - RECORDING DATA

The Property is subject to the following easements and rights of way:

1. Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should same be found to penetrate or intersect the premises, and right of way for ditches or canals constructed by the authority of the United States as reserved in United States patent recorded April 29, 1893, in Book 48, at Page 233.
2. Easement for raw water irrigation easement dedicated and shown on the Final Plat of Sopris Meadows Planned Unit Development, as recorded in Book 699, at Page 897.
3. Easements and rights of way dedicated and shown on the Minor Subdivision Plat of Sopris Meadows Three, Filing No. 3 and Parcel 5B, recorded as Reception No. 769534.
4. Easements and rights of way established pursuant to this Condominium Declaration or shown on the Condominium Map for Lakeside Condominiums at Willits, Filing No. 1.

All references to Book and Page are to the records of Clerk and Recorder of Eagle County, Colorado.

SUPPLEMENTAL DECLARATION
for
Lakeside Condominiums at Willits, Filing No. 2

KNOW ALL MEN BY THESE PRESENTS that THE WILLITS GROUP LLC, a Colorado limited liability company (the "Declarant"), does hereby declare and adopt this Supplemental Declaration for the purpose of confirming the inclusion of the Property hereafter described within the common interest community known as LAKESIDE CONDOMINIUMS AT WILLITS, located in Basalt, Colorado.

WITNESSETH

Section 1. Definitions. The following terms shall have the following meanings when used herein, unless the context clearly requires otherwise:

- a. *Development* means and refers to the common interest community known as LAKESIDE CONDOMINIUMS AT WILLITS, which the Declarant is in the process of developing in phases through successive Filings.
- b. *Condominium Map* means and refers to the Condominium Map of Lakeside Condominiums at Willits, Filing No. 2, recorded as Reception No. 790368, of the Eagle County, Colorado records.
- c. *Declaration* means and refers to the Condominium Declaration For Lakeside Condominiums at Willits, recorded as Reception No. 769537 of the Eagle County, Colorado records.
- d. *Property* means and refers to the property shown and described on the Condominium Map and designated as "Lakeside Condominiums at Willits, Filing No. 2".
- e. *Unit* means and refers to a physical portion of the Property that is designated for separate ownership and shown as a numbered Unit on the Condominium Map.
- f. *Association* means and refers to LAKESIDE CONDOMINIUMS AT WILLITS OWNERS ASSOCIATION, a Colorado corporation not for profit.

Section 2. Separate Interests. The Property is hereby divided into common elements and separate fee simple interests in the individual Units depicted on the Condominium Map. The ownership of a Unit is subject to the easements, rights and obligations set forth in the Declaration and the Bylaws of the Association.

Section 3. Addition to the Development. The Plat creates twelve (12) additional Units which are added to the Development. The Property is hereby submitted to the Declaration and made a part of the Development, entitling the Property to the benefits of the easements and rights conferred by the Declaration and the Bylaws of the Association, and subjecting the Property to the obligations imposed thereunder.

Section 4. Undivided Interest in the Common Elements. The weighted value assigned to each Unit in Filing No. 2, for purposes of determining the undivided interest in the Common Elements allocated to each such Unit, is as follows:

<u>UNIT</u>	<u>NUMBER OF BEDROOMS</u> (Original Construction)	<u>WEIGHTED VALUE</u> (For purposes of determining the Unit's Allocated Interest in the Common Elements)
600	1 Bedroom	1
602	2 Bedrooms	1.5
604	1 Bedroom	1
606	2 Bedrooms	1.5
608	1 Bedroom	1
610	2 Bedrooms	1.5
612	1 Bedroom	1
614	2 Bedrooms	1.5
616	1 Bedroom	1

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618	2 Bedrooms	1.5
620	1 Bedroom	1
622	2 Bedrooms	1.5

Section 5. Description of Units. Every Deed for the conveyance of any Unit shown on the Condominium Map, and every other instrument affecting title to any such Unit, shall identify the County in which the Unit is located (Eagle County) and may describe the Unit by the number shown on the Condominium Map in the following fashion:

UNIT _____,
 LAKESIDE CONDOMINIUMS AT WILLITS, FILING NO. 2,
 according to the Condominium Map for Filing No. 2, recorded as
 Reception No. _____, the Condominium Declaration recorded as
 Reception No. 769357 and the Supplemental Declaration for Filing No. 2
 recorded as Reception No. _____ of the Eagle County, Colorado, records.

Section 6. Recording Data. The recording data for prior recorded easements and licenses appurtenant to, or included within the Development is as set forth by Exhibit to the Declaration. The Property is further subject to and entitled to the benefits of the easements and licenses dedicated, granted or reserved pursuant to the Declaration or the Condominium Map.

Section 7. Binding Effect. The provisions of this Supplemental Declaration shall run with the Property and shall be binding upon all parties acquiring any interest therein or thereto.

IN WITNESS WHEREOF, this Supplemental Declaration has been executed this 18th day of MARCH, 2002.

DECLARANT:

THE WILLITS GROUP LLC, a Colorado
 limited liability company

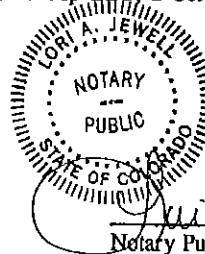
By: Paul G. Adams
 Attorney-In-Fact

STATE OF COLORADO)
) SS.
 COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this 18th day of MARCH, 2002, by Paul G. Adams as Attorney-In-Fact on behalf of The Willits Group LLC, a Colorado limited liability company.

Witness my hand and official seal.

My Commission expires: March 29, 2004



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SUPPLEMENTAL DECLARATION
for
Lakeside Condominiums at Willits, Filing No. 3

KNOW ALL MEN BY THESE PRESENTS that THE WILLITS GROUP LLC, a Colorado limited liability company (the "Declarant"), does hereby declare and adopt this Supplemental Declaration for the purpose of confirming the inclusion of the Property hereafter described within the common interest community known as LAKESIDE CONDOMINIUMS AT WILLITS, located in Basalt, Colorado.

WITNESSETH

Section 1. Definitions. The following terms shall have the following meanings when used herein, unless the context clearly requires otherwise:

- a. *Development* means and refers to the common interest community known as LAKESIDE CONDOMINIUMS AT WILLITS, which the Declarant is in the process of developing in phases through successive Filings.
- b. *Condominium Map* means and refers to the **Condominium Map of Lakeside Condominiums at Willits, Filing No. 3**, recorded as Reception No. ~~769537~~ **891912** of the Eagle County, Colorado records.
- c. *Declaration* means and refers to the **Condominium Declaration For Lakeside Condominiums at Willits**, recorded as Reception No. 769537, as amended by document recorded as Reception No. 789489 of the Eagle County, Colorado records.
- d. *Property* means and refers to the property shown and described on the Condominium Map and designated as "Lakeside Condominiums at Willits, Filing No. 3".
- e. *Unit* means and refers to a physical portion of the Property that is designated for separate ownership and shown as a numbered Unit on the Condominium Map.
- f. *Association* means and refers to LAKESIDE CONDOMINIUMS AT WILLITS OWNERS ASSOCIATION, a Colorado corporation not for profit.

Section 2. Separate Interests. The Property is hereby divided into common elements and separate fee simple interests in the individual Units depicted on the Condominium Map. The ownership of a Unit is subject to the easements, rights and obligations set forth in the Declaration and the Bylaws of the Association.

Section 3. Addition to the Development. The Plat creates twelve (12) additional Units which are added to the Development. The Property is hereby submitted to the Declaration and made a part of the Development, entitling the Property to the benefits of the easements and rights conferred by the Declaration and the Bylaws of the Association, and subjecting the Property to the obligations imposed thereunder.

Section 4. Undivided Interest in the Common Elements. The weighted value assigned to each Unit in Filing No. 3, for purposes of determining the undivided interest in the Common Elements allocated to each such Unit, is as follows:

<u>UNIT</u>	<u>NUMBER OF BEDROOMS</u> (Original Construction)	<u>WEIGHTED VALUE</u> (For purposes of determining the Unit's Allocated Interest in the Common Elements)
700	1 Bedroom	1
702	2 Bedrooms	1.5
704	1 Bedroom	1
706	2 Bedrooms	1.5
708	1 Bedroom	1
710	2 Bedrooms	1.5
712	1 Bedroom	1

714	2 Bedrooms	1.5
716	1 Bedroom	1
718	2 Bedrooms	1.5
720	1 Bedroom	1
722	2 Bedrooms	1.5

Section 5. Description of Units. Every Deed for the conveyance of any Unit shown on the Condominium Map, and every other instrument affecting title to any such Unit, shall identify the County in which the Unit is located (Eagle County) and may describe the Unit by the number shown on the Condominium Map in the following fashion:

UNIT _____,
 LAKESIDE CONDOMINIUMS AT WILLITS, FILING NO. 3,
 according to the Condominium Map for Filing No. 3 thereof
 recorded _____, 2004 as Reception No. _____ and the
 Condominium Declaration recorded October 10, 2001 as Reception
 No. 769537 and the Amendment to the Declaration recorded March 19,
 2002 as Reception No. 789489 and the Supplemental Declaration
 thereof recorded _____, 2004 as Reception No. _____.

Section 6. Recording Data. The recording data for prior recorded easements and licenses appurtenant to, or included within the Development is as set forth by Exhibit to the Declaration. The Property is further subject to and entitled to the benefits of the easements and licenses dedicated, granted or reserved pursuant to the Declaration or the Condominium Map.

Section 7. Binding Effect. The provisions of this Supplemental Declaration shall run with the Property and shall be binding upon all parties acquiring any interest therein or thereto.

IN WITNESS WHEREOF, this Supplemental Declaration has been executed this 1st day of SEPTEMBER, 2004.

DECLARANT:

THE WILLITS GROUP LLC,
 a Colorado limited liability company

By: Clay Crossland
 Attorney-In-Fact

STATE OF COLORADO)
) SS.
 COUNTY OF EAGLE)



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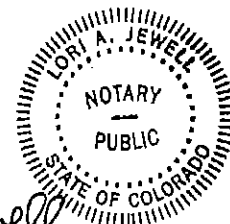
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The foregoing instrument was acknowledged before me this 1st day of September, 2004, by Clay Crossland, as Attorney-In-Fact on behalf of The Willits Group LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: March 28, 2008

Lori A. Jewell
 Notary Public





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SUPPLEMENTAL DECLARATION
for
Lakeside Condominiums at Willits, Filing No. 4

KNOW ALL MEN BY THESE PRESENTS that THE WILLITS GROUP LLC, a Colorado limited liability company (the "Declarant"), does hereby declare and adopt this Supplemental Declaration for the purpose of confirming the inclusion of the Property hereafter described within the common interest community known as LAKESIDE CONDOMINIUMS AT WILLITS, located in Basalt, Colorado.

WITNESSETH

Section 1. Definitions. The following terms shall have the following meanings when used herein, unless the context clearly requires otherwise:

- a. *Development* means and refers to the common interest community known as LAKESIDE CONDOMINIUMS AT WILLITS, which the Declarant is in the process of developing in phases through successive Filings.
- b. *Condominium Map* means and refers to the **Condominium Map of Lakeside Condominiums at Willits, Filing No. 4**, recorded as Reception No. 200617463, of the Eagle County, Colorado records.
- c. *Declaration* means and refers to the **Condominium Declaration For Lakeside Condominiums at Willits**, recorded as Reception No. 769537 of the Eagle County, Colorado records.
- d. *Property* means and refers to the property shown and described on the Condominium Map and designated as "Lakeside Condominiums at Willits, Filing No. 4".
- e. *Unit* means and refers to a physical portion of the Property that is designated for separate ownership and shown as a numbered Unit on the Condominium Map.
- f. *Association* means and refers to LAKESIDE CONDOMINIUMS AT WILLITS OWNERS ASSOCIATION, a Colorado corporation not for profit.

Section 2. Separate Interests. The Property is hereby divided into common elements and separate fee simple interests in the individual Units depicted on the

Condominium Map. The ownership of a Unit is subject to the easements, rights and obligations set forth in the Declaration and the Bylaws of the Association.

Section 3. Addition to the Development. The Plat creates ten (10) additional Units which are added to the Development. The Property is hereby submitted to the Declaration and made a part of the Development, entitling the Property to the benefits of the easements and rights conferred by the Declaration and the Bylaws of the Association, and subjecting the Property to the obligations imposed thereunder.

Section 4. Raw Water Irrigation Charges. The Property is hereby charged with and shall carry the obligation to pay five-elevenths (5/11ths) of the six percent (6%) share of the total raw water irrigation user fees and costs chargeable by the Mid Valley Metropolitan District and previously allocated to Parcel 6C, pursuant to the provisions of Article VIII, Section 3 of the Sopris Meadows P.U.D. Declaration of Covenants, Conditions and Restrictions (Multi Family Parcels) (Reception No. 640490). Accordingly, from and after the date of recordation of this Supplemental Declaration and the Condominium Map, the Property (Parcel 6B - Filing No. 4 consisting of 10 Units) shall share the raw water irrigation user fees and costs chargeable to Parcel 6C (Filing No. 1 consisting of 12 Units) on a prorata basis, notwithstanding anything contained in the Multi Family Declaration (Reception No. 640490) to the contrary.

Section 5. Ditch Fencing. The Robinson Ditch Easement has been fenced. The existing fence is designed to discourage access by children and so as not to visually obscure or screen the ditch. Any changes to the existing fence shall be subject to approval by the Town of Basalt Chief Building Official. Lakeside Condominiums at Willits Owners Association shall maintain the ditch bank adjacent to the condominiums in a manner that will eliminate noxious weeds and will not visually obscure or screen the ditch.

Section 6. Undivided Interest in the Common Elements. The weighted value assigned to each Unit in Filing No. 4, for purposes of determining the undivided interest in the Common Elements allocated to each such Unit, is as follows:

<u>UNIT</u>	<u>NUMBER OF BEDROOMS</u> (Original Construction)	<u>WEIGHTED VALUE</u> (For purposes of determining the Unit's Allocated Interest in the Common Elements)
1	1 Bedroom	1
2	2 Bedrooms	1.5
3	1 Bedroom	1

4	2 Bedrooms	1.5
5	1 Bedroom	1
6	2 Bedrooms	1.5
7	1 Bedroom	1
8	2 Bedrooms	1.5
9	1 Bedroom	1
10	2 Bedrooms	1.5

Section 7. Description of Units. Every Deed for the conveyance of any Unit shown on the Condominium Map, and every other instrument affecting title to any such Unit, shall identify the County in which the Unit is located (Eagle County) and may describe the Unit by the number shown on the Condominium Map in the following fashion:

UNIT _____,
 LAKESIDE CONDOMINIUMS AT WILLITS, FILING NO. 4,
 according to the Condominium Map for Filing No. 4, recorded as
 Reception No. _____, the Condominium Declaration recorded as
 Reception No. 769357 and the Supplemental Declaration for Filing No. 4,
 recorded as Reception No. _____ of the Eagle County, Colorado, records.

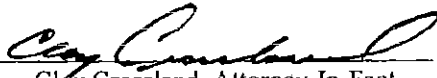
Section 8. Recording Data. The recording data for prior recorded easements and licenses appurtenant to, or included within the Development is as set forth by Exhibit to the Declaration. The Property is further subject to and entitled to the benefits of the easements and licenses dedicated, granted or reserved pursuant to the Declaration or the Condominium Map.

Section 9. Binding Effect. The provisions of this Supplemental Declaration shall run with the Property and shall be binding upon all parties acquiring any interest therein or thereto.

IN WITNESS WHEREOF, this Supplemental Declaration has been executed this
 28TH day of JUNE, 2006.

DECLARANT:

THE WILLITS GROUP LLC,
 a Colorado limited liability company

By: 
 Clay Crossland, Attorney-In-Fact

[illegible]

The foregoing instrument was acknowledged before me this 28th day of June, 2006, by Clay Crossland, as Attorney-In-Fact on behalf of The Willits Group LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: March 29, 2008

