

Recorded at 2:44PM January 18, 1980 Loretta Banner Recorder

Reception# 221162

BOOK 382 PAGE 369

DECLARATION  
FOR  
THE ENCLAVE CONDOMINIUMS

DECLARATION  
FOR  
THE ENCLAVE CONDOMINIUMS

TABLE OF CONTENTS

	<u>Page</u>
I. DEFINITIONS . . . . .	1
1.1 Declarant . . . . .	1
1.2 Real Property . . . . .	1
1.3 Building . . . . .	1
1.4 Project . . . . .	1
1.5 Map . . . . .	1
1.6 Individual Space . . . . .	1
1.7 Common Elements . . . . .	1
1.8 Condominium Unit . . . . .	2
1.9 Owner . . . . .	2
1.10 Guest . . . . .	2
1.11 Mortgagee . . . . .	2
1.12 Association . . . . .	2
1.13 General Common Elements . . . . .	2
1.14 Limited Common Elements . . . . .	2
1.15 Points . . . . .	2
1.16 Total Points . . . . .	2
1.17 Project Employee . . . . .	2
1.18 Employee Apartment . . . . .	3
1.19 Expansion . . . . .	3
II. DECLARATION AND EFFECT THEREOF . . . . .	3
2.1 Declaration . . . . .	3
2.2 Division into Condominium Units . . . . .	3
2.3 Undivided Interests in Common Elements . . . . .	3
2.4 Description of a Condominium Unit . . . . .	3
2.5 Duration of Condominium Ownership . . . . .	3
2.6 Inseparability . . . . .	3
2.7 Partition not Permitted . . . . .	3
2.8 Ad Valorem Taxation . . . . .	4
2.9 Mechanic's Liens . . . . .	4
III. VARIOUS RIGHTS AND EASEMENTS . . . . .	4
3.1 Owner's Rights in General Common Elements . . . . .	4
3.2 Owner's Rights in Limited Common Elements . . . . .	4
3.3 Owner's Rights in Individual Space . . . . .	4
3.4 Association Rights . . . . .	4
3.5 Owner's Easements for Access, Support and Utilities . . . . .	5
3.6 Easements for Encroachments . . . . .	5
3.7 Negligence or Wilful Misconduct . . . . .	5
3.8 Easements in Individual Space for Repair, Maintenance and Emergencies . . . . .	5
3.9 Easements Deemed Appurtenant . . . . .	5
3.10 Right to Combine Condominium Units . . . . .	5
3.11 Partition of Individual Spaces Prohibited . . . . .	6
IV. CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION . . . . .	6
4.1 Association as Attorney-in-Fact for Owners . . . . .	6
4.2 Common Elements and Utilities . . . . .	6
4.3 Front Desk Service By Association . . . . .	6
4.4 Condominium Unit Care and Management Services By Association . . . . .	7

	<u>Page</u>
4.5 Other Association Functions . . . . .	7
4.6 Labor and Services . . . . .	7
4.7 Accounting, Billing and Record Keeping . . . . .	7
4.8 Real and Personal Property of Association . . . . .	8
4.9 Construction on Association Property . . . . .	8
4.10 Association Right to Utilize, Lease or License General Common Elements . . . . .	8
4.11 Association Right to Borrow Money . . . . .	8
4.12 Rules and Regulations . . . . .	8
4.13 Implied Rights . . . . .	9
V. THE ASSOCIATION . . . . .	9
5.1 General Purposes and Powers . . . . .	9
5.2 Regular Membership . . . . .	9
5.3 Declarant's Special Membership . . . . .	9
5.4 Board of Directors . . . . .	10
5.5 Voting of Owners . . . . .	10
5.6 Notices . . . . .	10
5.7 Record Date . . . . .	10
5.8 Quorums . . . . .	10
5.9 Articles of Incorporation and By-Laws . . . . .	10
VI. ASSESSMENTS . . . . .	11
6.1 Assessments . . . . .	11
6.2 Determination of Budgets and Assessments . . . . .	11
6.3 Apportionment of Assessments . . . . .	12
6.4 Time for Payments . . . . .	12
6.5 Lien for Assessments and Other Amounts . . . . .	12
6.6 Liability of Owners, Purchasers and Encumbrancers . . . . .	12
6.7 Estoppel Certificate . . . . .	12
VII. USE AND OTHER RESTRICTIONS . . . . .	12
7.1 Individual Space Restrictions . . . . .	12
7.2 Employee or Manager Apartment Restrictions . . . . .	12
7.3 Common Elements Restrictions . . . . .	13
7.4 No Imperiling of Insurance . . . . .	13
7.5 No Violation of Law . . . . .	13
7.6 No Noxious, Offensive, Hazardous or Annoying Activities . . . . .	13
7.7 No Unsightliness . . . . .	13
7.8 Restriction on Signs . . . . .	13
7.9 Antennas . . . . .	13
7.10 Maintenance of Individual Space . . . . .	13
7.11 No Violation of Rules . . . . .	14
7.12 Owner Caused Damage . . . . .	14
7.13 Animals . . . . .	14
VIII. INSURANCE . . . . .	14
8.1 Insurance Requirements Generally . . . . .	14
8.2 Casualty Insurance . . . . .	15
8.3 Public Liability and Property Damage Insurance . . . . .	15
8.4 Workmen's Compensation and Employer's Liability Insurance . . . . .	15
8.5 Insurance by Owners . . . . .	15
8.6 Receipt and Application of Insurance Proceeds . . . . .	15
8.7 Other Insurance by Association . . . . .	15
8.8 Owner-Increased Premiums . . . . .	16

	<u>Page</u>
IX. DESTRUCTION, CONDEMNATION, OBSOLESCENCE, AND RESTORATION OR SALE OF PROJECT . . . . .	16
9.1 Certain Definitions . . . . .	16
9.2 Determination by the Board . . . . .	17
9.3 Restoration of The Project . . . . .	17
9.4 Sale of the Project . . . . .	17
9.5 Authority of Association to Restore or Sell . . . . .	17
9.6 Payment of Proceeds . . . . .	17
9.7 Special Assessments for Restoration . . . . .	17
9.8 Receipt and Application of Condemnation Funds . . . . .	18
9.9 Reorganization in the Event of Destruction, Condemnation, or Obsolescence . . . . .	18
X. COMMONLY OWNED CONDOMINIUM UNITS . . . . .	18
10.1 Commonly Owned Condominium Units . . . . .	18
10.2 Votes and Assessments for Commonly Owned Condominium Units . . . . .	18
10.3 Sale or Lease of Commonly Owned Condominium Units . . . . .	18
XI. EXPANSION OF PROJECT . . . . .	19
11.1 Reservation of Right to Expand . . . . .	19
11.2 Supplemental Declaration and Supplemental Condominium Map . . . . .	19
11.3 Expansion of Definitions . . . . .	19
11.4 Declaration Operative on Completed Portion of Building . . . . .	19
11.5 Computation of Fractional Undivided Interest in Common Elements; Disposition of Remainder of Interests . . . . .	19
XII. MISCELLANEOUS	
12.1 Duration of Declaration . . . . .	19
12.2 Amendment and Termination . . . . .	20
12.3 Effect of Provisions of Declaration . . . . .	20
12.4 Enforcement and Remedies . . . . .	20
12.5 Protection of Encumbrancer . . . . .	20
12.6 Limited Liability . . . . .	21
12.7 Successors and Assigns . . . . .	21
12.8 Severability . . . . .	21
12.9 Captions . . . . .	21
12.10 No Waiver . . . . .	21
12.11 Further Assurances . . . . .	21
12.12 Word Usage . . . . .	21
12.13 Statute . . . . .	21
COUNTERPART SIGNATURE . . . . .	21
ACKNOWLEDGEMENT PAGE . . . . .	22

DECLARATION

FOR

THE ENCLAVE CONDOMINIUMS

THIS DECLARATION is made this 3rd day of January, 1980 by ENCLAVE PARTNERS, LTD., a Colorado limited partnership.

## 1. DEFINITIONS.

1.1 Déclarant. "Declarant" means Enclave Partners, Ltd.

1.2 Real Property. "Real Property" means the real property located in the Town of Snowmass Village, Pitkin County, Colorado, described in Exhibit A attached hereto, together with all rights and interests appurtenant thereto.

1.3 Building. "Building" means the building constructed on the Real Property.

1.4 Project. "Project" means the Real Property, the Building and all other improvements on the Real Property.

1.5 Map. "Map" means the Map for The Enclave Condominiums filed or to be filed in the records in the office of the Clerk and Recorder of Pitkin County, Colorado.

1.6 Individual Space. "Individual Space" means an individual air space unit as herein more particularly defined. An Individual Space consists of enclosed rooms occupying part of the Building. Each Individual Space is shown on the Map and is identified thereon with a number. The boundaries of each Individual Space are shown on the Map by heavy lines along the walls, floors and ceilings which mark the perimeter boundaries of the Individual Space. The exact boundaries of an Individual Space are the interior surfaces of such walls, floors and ceilings which mark the perimeter boundaries and, where found along such walls, floors and ceilings, the interior surfaces of built-in fireplaces and of windows and doors in their closed position. Any Common Elements, as hereinafter defined, which may be within an Individual Space shall not be part of the Individual Space or owned by the Owner of the Condominium Unit, as hereinafter defined, of which the Individual Space is a part. Any Common Elements, as hereinafter defined, which may consist of an enclosed room or rooms shall nevertheless remain Common Elements even if numbered like an Individual Space on the Map.

1.7 Common Elements. "Common Elements" means and includes the Real Property together with the Building and facilities constructed thereon, except the portions thereof which constitute Individual Space, and shall include any part of the Building or any facilities or fixtures which may be within an Individual Space which are or may be necessary or convenient to the support, existence, use, occupancy, operation, maintenance, repair, or safety of the Building or any part thereof or any other Individual Space therein. Without limiting the generality of the foregoing, the following shall constitute Common Elements: (a) all of the land and easements which are part of the Real Property; (b) all foundations, columns, girders, beams and supports of the Building; (c) all exterior walls of the Building, the main or bearing walls within the Building, the main or bearing subflooring and the roofs of the Building; (d) all entrances, exits, exterior storage spaces, crawl spaces, stairs, stairways, landings and fire escapes not within any Individual Space; (e) all utility, service and maintenance areas, spaces, fixtures, apparatus, installations and facilities for purposes of power, light, gas, telephone, television, hot water, cold water, heating, refrigeration, incineration, trash washing, or similar utilities, including furnaces,

tanks, pumps, motors, fans, compressors, vents, ducts, flues, wires, pipes, conduits and other similar fixtures, apparatus, installations and facilities, provided they do not exist solely to serve an Individual Space in which they may be located; and (f) parking areas, if any, office and reception area.

1.8 Condominium Unit. "Condominium Unit" or "Unit" means an Individual Space together with the undivided interest in the Common Elements appurtenant to that Individual Space. The undivided interest in Common Elements appurtenant to each Individual Space is as set forth hereinafter.

1.9 Owner. "Owner" means the person or persons or entity or entities, including Declarant, who own fee simple title to a Condominium Unit. The term Owner shall not include the owner or owners of any lesser estate or interest.

1.10 Guest. "Guest" means any customer, agent, employee, tenant, guest or invitee of an Owner; any person or entity who has acquired any title or interest, less than fee simple, in a Condominium Unit by, through or under an Owner, including a lessee, licensee or mortgagee and any customer, agent, employee, tenant, guest or invitee of any such person or entity.

1.11 Mortgagee. "Mortgagee" means any person or entity who is a mortgagee under a recorded mortgage or a beneficiary under a recorded deed of trust or the holder of a similar recorded security instrument encumbering a Condominium Unit. "First Mortgage" means the first and most senior of all recorded mortgages, deeds of trust and similar instruments encumbering a Condominium Unit, and "First Mortgagee" means the Mortgagee under such mortgage, deed of trust, or other instrument.

1.12 Association. "Association" means the Enclave Condominium Association, Inc., a Colorado corporation not for profit, its successors and assigns.

1.13 General Common Elements. "General Common Elements" means all Common Elements except Limited Common Elements, as hereinafter defined.

1.14 Limited Common Elements. "Limited Common Elements" means any portion of the Common Elements designated herein for exclusive use by the Owner of a particular Condominium Unit. Each patio or balcony and fireplace connected to an Individual Space is hereby designated for the exclusive use of the Owner of the Condominium Unit to which such patio or balcony and fireplace is connected.

1.15 Points. "Points" are numerical figures assigned to each Individual Space to fix the proportionate interest of the Owner of that Individual Space in Common Elements, the proportionate voting power of that Owner in the Association and the proportionate share of the total assessments levied by the Association to be borne by that Owner. The number of Points assigned to each Individual Space is set forth on Exhibit B attached hereto.

1.16 Total Points. "Total Points" means the total number of Points assigned for all Individual Space in the Project as set forth on Exhibit B attached hereto. There shall be one Point allocated to each Individual Space for each square foot in said Individual Space.

1.17 Project Employee. A Project Employee shall mean a person who is regularly employed by the Association or by any person or entity engaged by the Association to operate the Project on its behalf.

1.18 Employee Apartment. "Employee Apartment" or "Managers Apartment" shall mean the Unit identified as an Employee or Managers Apartment on exhibit B attached hereto.

1.19 Expansion. Declarant will complete the Enclave Building and other improvements on the adjacent land owned by it, and wishes to provide for expansion of the Project to include such land and completed building and other improvements as and when constructed, which land and building and other improvements shall be integral parts of the Project. Such expansion is described and provided for in Article XI hereof.

## II. DECLARATION AND EFFECT THEREOF.

2.1 Declaration. Declarant for itself, its successors and assigns, as owner of the Project, hereby declares that the Project shall at all times be owned and held in condominium ownership under the Condominium Ownership Act of the State of Colorado and shall at all times be owned, held, used, and occupied subject to the provisions of this Declaration.

2.2 Division into Condominium Units. The Project is hereby divided into Condominium Units, each consisting of a separate fee simple estate in a particular Individual Space and an appurtenant undivided fee simple interest in the Common Elements.

2.3 Undivided Interest in Common Elements. The undivided interest in Common Elements appurtenant to a particular Individual Space is a fraction, the numerator of which is the number of Points assigned to that Individual Space as set forth in Exhibit B attached hereto and the denominator of which is the Total Points in the Project as set forth in Exhibit B attached hereto. Each Owner shall own his appurtenant undivided interest in Common Elements as a tenant in common with all other Owners.

2.4 Description of a Condominium Unit. Any instrument affecting a Condominium Unit may legally describe it by reference to the identifying Condominium Unit number as shown on the Condominium Map for the Building in which said Condominium Unit is situated. This identifying number for a Condominium Unit in the Project may be in the following form:

Condominium Unit \_\_\_\_\_,  
The Enclave Condominiums  
Town of Snowmass Village, Pitkin County, Colorado.

and all conveyance or other instrument affecting title to a Condominium Unit or any part thereof shall be deemed to include and describe the entire Condominium Unit including the appurtenant undivided interest in Common Elements and all of the rights, easements, obligations, limitations, encumbrances, covenants, conditions and restrictions benefiting or burdening the Condominium Unit under the terms of this Declaration.

Any reference to The Enclave Condominium in any description shall mean The Enclave Condominiums according to the Map and this Declaration, all as filed and recorded in the office of the Clerk and Recorder of Pitkin County, Colorado.

2.5 Duration of Condominium Ownership. The condominium ownership of the Project created under this Declaration shall continue until this Declaration is terminated or revoked as hereinafter provided.

2.6 Inseparability. The interest of an Owner in an Individual Space and the appurtenant undivided interest in Common Elements which constitute a Condominium Unit shall be inseparable for the period of a condominium ownership hereinabove described.

2.7 Partition not Permitted. The Common Elements shall be owned in common by all Owners, and there shall be no judicial or other partition of the Common Elements, or any part thereof, nor shall any Owner bring any action seeking partition thereof.

2.8 Ad Valorem Taxation. All taxes, assessments and other charges of the State of Colorado or of 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 Condominium Unit separately and not on the Building as a whole and each Condominium Unit shall be carried on the tax records as a separate and distinct parcel. For the purpose of valuation for assessment, the valuation of the Common Elements shall be apportioned among the Condominium Units in proportion to the fractional undivided interests in Common Elements included in such Condominium Units. The Declarant shall deliver to the County Assessor of Pitkin County, Colorado a written notice as required by the Condominium Ownership Act of Colorado, setting forth descriptions of the Units and shall furnish all necessary information with respect to such apportionment of valuation of Common Elements for assessment. The lien for taxes assessed to any Condominium Unit shall be confined to that Condominium Unit. No forfeiture or sale of any Condominium Unit for delinquent taxes, assessments or other governmental charges shall divest or in any way affect the title to any other Condominium Unit.

2.9 Mechanic's Liens. No labor performed or materials furnished for use in connection with any Condominium Unit with the consent or at the request of the Owner of such Condominium Unit or his agent, contractor or subcontractor shall create any right to file a statement of mechanic's lien against the Condominium Unit of any other Owner not expressly consenting to or requesting the same or against any interest in the Common Elements except the undivided interest therein included in the Condominium Unit of the Owner for whom such labor shall have been performed or such materials shall have been furnished. Each Owner shall indemnify and hold harmless each of the other Owners from and against liability or loss arising from the claim of any lien against the Condominium Unit, or any part thereof, of such other Owner for labor performed or materials furnished for use in connection with the first Owner's Unit. At the written request of any Owner the Association shall enforce such indemnity by collecting from the Owner of the Condominium Unit on which the labor was performed and/or for which the materials were furnished the amount necessary to discharge any such lien, including all costs incidental thereto, including attorney's fees. If not promptly paid, the Association may collect the same in the manner provided herein for collection of assessments for the purpose of discharging the lien.

### III. VARIOUS RIGHTS AND EASEMENTS.

3.1 Owner's Rights in General Common Elements. Subject to the provisions of this Declaration, each Owner and each Owner's Guests shall have a nonexclusive right to use and enjoy the General Common Elements for the purposes for which they are intended, provided there is no hindrance or encroachment upon the lawful rights of use and enjoyment of other Owners and their Guests as described in this Declaration and the rules and regulations of the Association.

3.2 Owner's Rights in Limited Common Elements. Subject to the other provisions of this Declaration, each Owner and each Owner's Guests shall have an exclusive right to use and enjoy the Limited Common Elements included in the Condominium Unit owned by such Owner.

3.3 Owner's Rights in Individual Space. Subject to the provisions of this Declaration, each Owner shall have full and complete dominion and ownership of the Individual Space which is part of the Condominium Unit owned by such Owner and each Owner and each Owner's Guests shall have the exclusive right to use and enjoy the same.

Each Owner shall have the right to paint, repaint, tile, wax, paper and otherwise refinish and decorate the interior surfaces of the walls, ceilings, floors and doors which are or are within the boundaries of his Individual Space.

3.4 Association Rights. The Association shall have a nonexclusive



right and easement to make such use of General Common Elements, Limited Common Elements and Individual Space as may be necessary or appropriate for it to perform the duties and functions which it is obligated or permitted to perform under this Declaration; provided, however, that any entry into Individual Space shall be made with as little inconvenience as practicable to the Owner and that any damage to the Unit entered shall be repaired by, and at the expense of, the Association.

3.5 Owner's Easements for Access, Support and Utilities. All Owners of Condominium Units in the Project shall have a nonexclusive easement in common with all of the other Owners for access from and to each Owner's Individual Space which is part of the Condominium Unit of such Owner and public roads and streets, including, without limitation, over the land, walks, parking areas, driveways, and any other exterior access and/or other easements which are part of the Project; each Owner shall have a nonexclusive easement in and over Common Elements, including Common Elements within the Individual Space of another Owner, for horizontal and lateral support of the Individual Space which is part of his Condominium Unit and for utility service provided to that Individual Space, including water, sewer, gas, electricity, telephone and television service.

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

3.7 Negligence or Wilful Misconduct. Any damage to any Condominium Unit caused by the negligence or wilful misconduct of the Association or any of its agents during any entry into any Individual Space shall be repaired by and at the expense of the Association.

3.8 Easements in Individual Space for Repair, Maintenance and Emergencies. Some of the Common Elements are or may be located within an Individual Space or may be conveniently accessible only through an Individual Space. Each Owner shall have an easement, which may be exercised by the Association as his agent, and the Association shall have an easement for access to each Individual Space and to all Common Elements from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Elements or too any Individual Space.

3.9 Easements Deemed Appurtenant. The easements and rights herein created for an Owner shall be appurtenant to the Unit of that Owner and all conveyances of and other instruments affecting title to a Unit shall be deemed to grant and reserve the easements and rights as are provided for herein, even though no specific reference to such easements appears in any such conveyance.

3.10 Right to Combine Condominium Units. Subject to the following provisions, an Owner shall have the right to combine a Condominium Unit with one or more adjoining Condominium Units only after obtaining written approval from the Board of Directors of the Association.

A combination of Individual Spaces shall become effective only when the Owner of the Individual Spaces which are to be combined executes and records in the Office of the Clerk and Recorder of Pitkin County, Colorado, a written statement describing the Individual Spaces to be combined and declaring that the same are combined. Such combination shall not affect the designation nor prevent separate ownership of the

Individual Spaces in the future. Upon the combination of Individual Spaces, the undivided interest in Common Elements shall be the total of such interest prior to combination. In the event of such combination, any part of the Building within the new perimeter boundaries of the combined Individual Spaces shall cease to be Common Elements if such part of the Building would not have constituted Common Elements had the combined Individual Spaces been originally designated on the Condominium Map as a single Individual Space.

**3.11 Partition of Individual Spaces Prohibited.** No Owner shall partition or subdivide any Condominium Unit so as to convey to a prospective Owner an interest in less than an entire Individual Space; provided, however, that an Owner of a Condominium Unit consisting of two or more Condominium Units combined pursuant to Article 3.10 may partition and subdivide such Condominium Unit into Condominium Units conforming to the dimensions of the Individual Spaces described in the Condominium Maps. An Owner shall have the right, if such Owner owns two adjacent Condominium Units, to create a doorway between the Individual Spaces in any common wall. This Article is not intended, however, to prohibit joint or common ownership by two or more persons or entities of a Condominium Unit.

#### IV. CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION.

**4.1 Association as Attorney-in-Fact for Owners.** The Association is hereby irrevocably appointed attorney-in-fact for the Owners of all Condominium Units and each of them to manage, control and deal with the interest of such Owner in Common Elements so as to permit the Association to fulfill all of its duties and obligations hereunder and to exercise all of its rights hereunder; to deal with the Project upon its destruction or obsolescence as hereinafter provided; and to deal with and handle insurance and insurance proceeds and condemnation and condemnation awards as hereinafter provided. The acceptance by any person or entity of any interest in any Condominium Unit shall constitute an appointment of the Association as attorney-in-fact as herein provided.

**4.2 Common Elements and Utilities.** The Association shall be obligated to and shall provide for the care, operation, management, maintenance, improvement, repair and replacement of the General Common Elements and for utility service to the Common Elements and to Units. Without limiting the generality of the foregoing, said obligations shall include keeping the General Common Elements in good, clean, attractive and sanitary condition, order and repair; removing snow and any other materials from the General Common Elements to permit access to and throughout the Project and the Individual Spaces and Limited Common Elements of any Unit; keeping the Project safe, attractive and desirable; making necessary or desirable alterations, additions, betterments or improvements to or on the General Common Elements; and paying utility charges except separately metered utilities which shall be paid by the Owner or user of the space served thereby. No prior approval of Owners shall be required for such work but prior approval of the Association, acting through its officers or Board of Directors, shall be required for all such work.

Each Owner shall be obligated to and shall provide for the care, operation, management, maintenance, improvement, repair and replacement of the Limited Common Elements appurtenant to the Unit of that Owner.

**4.3 Front Desk Service By Association.** The Association may determine to offer a "Front Desk Service" as provided in this Article. The service may be provided by the Association's employees or by an independent contractor retained by the Association. The Front Desk Service may include but not be limited to the staffing of the office to check in and check out Owners, Guests and occupants, staffing and operation of a central telephone switchboard, if any, to the extent of demand therefor, the providing of porters to assist Owners and Guests in handling luggage and baggage. Such services may be offered by the Association each day of the year, and for such hours of each day as may

be determined by the Association. The Association may contract with a property management company or similar entity or person to provide such services and any such property manager may utilize the front desk and office to provide Front Desk Services.

4.4 Condominium Unit Care and Management Services by Association. The Association may offer a "Condominium Unit Care Service" as provided in this Article and may provide "Management Services" as provided in this Article. These services may be provided by the Association's employees or by an independent contractor retained by the Association. Condominium Unit Care Services shall consist of offering regular maid, cleaning and linen change services and providing sheets, towels and replacements for consumable items such as soap, kleenex and bathroom tissue. Management Services shall consist of listing of Units for rental and handling arrangements with rental guests. Management Services shall be provided only to Owners requesting the same. Condominium Unit Care Services shall be made available to Owners whether or not they also utilize the Management Services.

The Association may authorize an independent contractor to use the storage and linen rooms in providing Condominium Unit Care Services and may authorize the independent contractor to utilize such facilities as well as the Front Desk and office in providing Management Services provided that any rent or charge payable by such independent contractor shall be applied to reduce amounts to be raised by regular assessments and provided that no more than one such independent contractor may be authorized to operate in the Project. No Owner shall be required to use the services offered by the Association or the independent contractor and each Owner shall be free to obtain Condominium Unit Care Services or Management Services from other parties offering the same. If the Association decides that these services shall be provided by an independent contractor, the contract or lease shall be of no longer than five years duration and may obligate the independent contractor to offer the Front Desk Services, the Condominium Unit Care Services and the Management Services as a group; may authorize the independent contractor to use the Front Desk and office, the storage and linen room areas to provide such services; may require the independent contractor to offer Condominium Unit Care Services and Management Services to Owners under contracts of a duration of no longer than two years; may require the independent contractor to pay a reasonable rental on a per square foot basis for the space in the Project utilized by the independent contractor; and may permit cancellation of the lease or contract by the Association on 60-day's notice with the approval of the Board of Directors of the Association if 60% of the Owners determine that such contract should be terminated.

4.5 Other Association Functions. The Association may undertake any activity, function or service for the benefit or to further the interests of all, some or any Owners of Units. Such activities, functions or services may include the providing of police or similar security services, the providing of garbage and trash collection services, the providing of firewood, the providing of transportation for Owners and Guests, landscaping and maintenance thereof, cleaning and maintenance of the swimming pool and hydro-therapy pool should the Snowmass Resort Association, Inc. not satisfactorily perform such functions and other common services. If such functions or services include the leasing, purchase, sale or exchange of Units on behalf of Owners, no Owner shall be required to utilize the Association for such services.

4.6 Labor and Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration.

4.7 Accounting, Billing and Record Keeping. The Association shall maintain such records, keep such accounts and do such billing and collecting

as is needed in connection with its activities and under this Declaration including records, accounts, billings and collections relating to matters chargeable to particular Owners or Guests such as long distance telephone charges, Condominium Unit Care Services, and Management Services. The costs and expenses of such record keeping, accounting, billing and collecting shall be allocated to Owners or Guests as may be determined from time to time by the Association.

4.8 Real and Personal Property of Association. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise. The Association may acquire and hold title to real property for the performance of Association purposes and functions; provided, that the vote of seventy percent of those members voting in person or by proxy shall first be obtained at a regular or special meeting called for the purpose of approving any such acquisition of real property and the purchase price therefor.

4.9 Construction on Association Property. The Association may construct new improvements or additions to real property owned by the Association or demolish improvements thereon; provided that in the case of any improvements, addition or demolition (other than maintenance or repairs to same); the vote of seventy percent of those members voting in person or by proxy shall first be obtained at a regular or special meeting called for the purpose of approving such plans and maximum total cost therefor.

4.10 Association Right to Utilize, Lease or License General Common Elements. The Association shall have the right to utilize portions of the General Common Elements for the furtherance of its duties, obligations, rights or privileges. Such utilization may include, but is not limited to, the construction of improvements on the General Common Elements for laundry facilities, maid and linen facilities and employee housing accommodations. Any such improvements shall be undertaken by the Association in accordance with the provisions of Article 4.9, above. The Association shall have a nonexclusive right and easement to make such use of General Common Elements as may be necessary or appropriate for it to perform the duties and functions which it is obligated or permitted to perform under this Declaration. The Association shall have the right to license or lease to, or permit the use of the General Common Elements or any Unit owned by the Association, by fewer than all of the Owners or by non-owners and with any charge by the Association which it deems desirable; provided, however, no such lease shall be for a term of longer duration than three (3) years. Any charge by the Association for a license or lease shall be applied to reduce amounts to be raised by regular assessments.

4.11 Association Right to Borrow Money. The Association shall have the right to borrow funds to pay for any expenditures or outlay required to fulfill its duties, obligations, rights or privileges given to it by this Declaration, and the Articles of Incorporation or Bylaws of the Association; provided, however, that in the event the loan proceeds exceed an amount equal to twenty-five (25) percent of the Association's approved budget, the Board of Directors shall call a meeting to discuss the same and give thirty days notice thereof to all members and shall, at or after such meeting, obtain the approval as required by the Bylaws. Following such approval, the Association may levy a regular or special assessment under the provisions of Article VI for the purpose of the payment of any funds so borrowed and may pledge as collateral for any such loans the assessment so levied together with any of the Association's real or personal property.

4.12 Rules and Regulations. The Association may make and enforce reasonable and uniformly applied rules and regulations governing the use of Individual Spaces and of Common Elements. Such rules and regulations may, without limitation, regulate use of Common Elements to assure equitable use and enjoyment by all persons entitled thereto and require that draperies, shades or other window coverings shall present a uniform and attractive appearance from the exterior of the Building.

The Association shall furnish each Owner with a written copy of each and every rule or regulation adopted pursuant to this Article 4.12; however, failure to furnish said copy shall not be deemed to invalidate said rules or regulations to any extent.

The Association shall have the right to enforce any of the rules and regulations of the Association, the obligations of any Owner under this Declaration or any provision of the Articles or By-Laws by having the Association assess a fine against such Owner for each violation and/or suspend the right of such Owner to use any recreational areas and facilities within the Project and/or suspend the right of such Owner to vote at meetings of the Association; provided that any such fine shall be reasonable in amount as may be determined from time to time by the Association and such use and/or voting suspension may not be imposed for a period longer than thirty (30) days per violation. If any such fine imposed on an Owner by the Association is not paid by said Owner within sixty (60) days after said Owner has received from the Association written notice of the imposition of such fine, then the amount of such fine shall be added to the amount of the regular assessment charged to said Owner and shall be enforceable as an Assessment in accordance with Article VI hereof. No penalty may be imposed under this paragraph until the Owner accused of any such violation has first been notified in writing of the violation and afforded the right to have a hearing before the Board of Directors of the Association or a committee designated by the Board to conduct such hearing, or has, in writing, waived such right. Each such Owner shall have the right to be heard in person, by submission of a written statement, or through a spokesman, at any such hearing. The Association may also take judicial action against any Owner to enforce compliance with such rules, regulations or other obligations or to obtain damages for noncompliance, all to the extent permitted by law.

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

#### V. THE ASSOCIATION.

5.1 General Purposes and Powers. The Association has been or will be incorporated to be and constitute the Association to which reference is made in this Declaration, to perform functions and hold and manage property as provided in this Declaration and to further the interests of Owners of Units in the Project. It shall have all powers necessary or desirable to effectuate these purposes.

5.2 Regular Membership. there shall be one Regular Membership in the Association for each Unit, which Regular Membership shall be appurtenant to the fee simple title to such Unit. The Owner of a Unit shall automatically be the Owner of the Regular Membership appurtenant to that Unit and title to and ownership of the Regular Membership for the Unit shall automatically pass with fee simple title to the Unit. Each Owner of a Unit shall automatically be entitled to the benefits and subject to the burdens relating to the Regular Membership for his Unit. If fee simple title to a Unit is held by more than one person or entity, the Regular Membership appurtenant to that Unit shall be shared by all such persons or entities in the same proportionate interest and by the same type of ownership as fee simple title to the Unit is held. Regular Memberships in the Association shall be limited to Owners of Units in the Project.

5.3 Declarant's Special Membership. Declarant shall have and be deemed to hold a Special Membership in the Association for the period of time beginning on the date of incorporation of the Association and ending on the earlier of the third annual meeting of members of the Association or the date Declarant owns six or less Units in the Project (the "Period of Declarant's Special Membership"). As the holder of this Special Membership, Declarant shall have the right to elect all members of the Board of Directors of the Association during the period of Declarant's Special Membership. As the holder of this Special Membership, the approval of Declarant shall be required as a condition to amendment of this Declaration, amendment to the Articles of Incorporation of the Association, amendment to the ByLaws of the Association, and to merger, consolidation or dissolution of the Association but such rights shall terminate upon expiration of the Period of Declarant's Special Membership.

5.4 Board of Directors. The affairs of the Association shall be managed by a Board of Directors which may, however, by resolution, delegate any portion of its authority to an Executive Committee or other committee appointed by the Board of Directors. Members of the Board of Directors shall be elected annually by Owners subject to the right of Declarant to elect all of the members of the Board of Directors for the Period of Declarant's Special Membership as hereinabove provided. The number and qualifications of Directors shall be as provided in the Articles of Incorporation or By-Laws of the Association. As required by the Condominium Ownership Act of Colorado, a Director must be an Owner of a Unit.

5.5 Voting of Owners. Each Owner shall have one vote for each Point assigned to his Condominium Unit owned; voting by proxy shall be permitted. The right to vote may not be severed or separated from any Condominium Unit, and any sale, transfer or conveyance of any Condominium Unit to a new Owner or Owners shall operate to transfer the appurtenant voting rights without the requirement of any express reference thereto. Unless otherwise provided in the Articles of Incorporation or By-Laws of the Association, voting by proxy shall be permitted and cumulative voting shall not be permitted.

5.6 Notices. Each Owner shall be entitled to notice of any meeting at which such Owner has the right to vote. Notices of meetings shall be in writing and shall state the date, time and place of the meeting and shall indicate each matter to be voted on at the meeting which is known to the Association at the time notice of the meeting is given. Such notices shall be delivered not less than ten nor more than fifty days before the date of the meeting. Any notice shall be deemed given and any budget or other information or material shall be deemed furnished or delivered to a party at the time a copy thereof is deposited in the mail or at a telegraph office, postage or charges prepaid, addressed to the party, and in any event, when such party actually receives such notice, information or material. Any notice, information or material shall be deemed properly addressed to an Owner if it is addressed to the name and address shown on the most recent written notice of name and address, if any, furnished to the Association by such Owner or, if a name and address is not so furnished, if it is addressed "To the Owner" at the address of the Unit of such Owner.

5.7 Record Date. The Board of Directors of the Association shall have the power to fix in advance a date as a record date for the purpose of determining Owners entitled to notice of or to vote at any meeting or to be furnished with any budget or other information or material, or in order to make a determination of Owners for any purpose. The Owners existing on any such record date shall be deemed the Owners for such notice, vote, meeting, furnishing of information or material or other purpose and for any supplementary notice, or information or material with respect to the same matter and for any adjournment of the same meeting. A record date shall not be more than 50 days prior to the date on which the particular action requiring determination of Owners is proposed or expected to be taken or to occur. If no record date is established for a meeting, the date on which notice of such meeting is first given to any Owner shall be deemed the record date for the meeting.

5.8 Quorums. One-third of the votes entitled to vote on any matter present, in person or by proxy, at a meeting to consider a matter, or actually voting on the matter shall constitute a quorum for consideration of that matter. If a quorum is established for consideration of a matter, except if a greater percentage of votes is required under a specific provision of this Declaration, a majority of the votes cast on the matter or, in the case of elections in which there are more than two candidates, a plurality of votes cast, shall decide the matter.

5.9 Articles of Incorporation and By-Laws. The purposes and powers of the Association and the rights and obligations with respect to Owners as members of the Association set forth in this Declaration may and

and shall be amplified by provisions of the Articles of Incorporation and By-Laws of the Association, including any reasonable provisions with respect to corporate matters, but in the event that any such provisions may be, at any time, inconsistent with any provision of this Declaration, the provisions of this Declaration shall govern.

#### VI. ASSESSMENTS.

6.1 Assessments. Each Owner shall be obligated to, and shall, pay to the Association amounts as hereinafter provided, based on each Point assigned to the Unit of such Owner, which amounts are herein called Assessments. Assessments shall include Regular and Supplementary Assessments.

Subject to the provisions hereof, the Board of Directors of the Association shall have the power and authority to determine all matters in connection with Assessments, including, without limitation, power and authority to determine where, when and how Assessments should be paid to the Association, and each Owner shall comply with all such determinations.

6.2 Determination of Budgets and Assessments. Within thirty (30) days prior to the commencement of each fiscal year of the Association, the Board of Directors shall determine the total amount to be raised by Regular Assessments during such fiscal year. The amount to be raised by Regular Assessments for any fiscal year shall be that amount necessary to cover the costs and expenses of fulfilling the functions and obligations of the Association in that fiscal year plus the amount necessary for the capital reserve fund for contingencies, exterior maintenance, construction or reconstruction, repair or replacement of the Project plus an amount sufficient to provide a reasonable carry-over reserve for the next fiscal year. The amount to be raised by Regular Assessments shall include amounts necessary to cover obligations made in connection with, or contemplated under, any previously approved budget.

To determine the total amount required to be raised by Regular Assessments, the Board of Directors shall prepare or cause to be prepared and approve a budget for the fiscal year showing, in reasonable detail, the estimated costs and expenses which will be payable in that fiscal year, the amount necessary for any capital reserve and maintenance fund, if any, and for a reasonable carry-over reserve. The Board of Directors shall subtract from such estimated costs and expenses an amount equal to the anticipated surplus (exclusive of any reserve funds) attributable to Regular Assessments collected but not disbursed in the fiscal year immediately preceding the fiscal year for which such estimate has been prepared. The Board of Directors shall furnish a copy of the budget to each Owner.

If the Board of Directors fails to determine or cause to be determined the total amount to be raised by Regular Assessments in any fiscal year, and/or fails to notify the Owners of the amount of such Regular Assessments for any fiscal year, then any funds held by or on behalf of the Association, including capital reserve and maintenance funds, may be used for the operation of the Project.

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

In addition to Regular Assessments, the Board of Directors may levy Supplementary Assessments, payable over such period as the Board of Directors may determine: (a) for the purpose of defraying, in whole or in part, to the extent the amounts in the capital reserve fund are insufficient therefor, the cost of any construction or reconstruction, repair or replacement of the Project or any part thereof; (b) for the purpose of defraying any other expense incurred or to be incurred as provided in this Declaration; or (c) to cover the deficiency, in the event that, for whatever reason, the amount received by the Association from Regular Assessments is less than the amount determined and assessed by the Association.

6.3 Apportionment of Assessments. The amount of the assessment payable for each Point assigned to the Unit of an Owner shall be computed by multiplying the total amount to be raised by Assessments by a fraction, the numerator of which shall be one and the denominator of which shall be the total number of Points assigned to all Units in the Project.

6.4 Time for Payments. The amount of any Assessment, charge, fine, penalty or other amount payable with respect to any Owner or Condominium Unit, shall become due and payable as specified by the Board of Directors of the Association and, in any event, 30 days after any notice of the amount due as to such Assessment, charge, fine, penalty or other amount shall have been given by the Association to such Owner, and any such amount shall bear interest at the rate established from time to time by the Board of Directors.

6.5 Lien for Assessments and Other Amounts. The Association shall have a lien against such Condominium Unit to secure payment of any Assessment, charge, fine, penalty or other amount due and owing to the Association with respect to the Owner of that Condominium Unit or with respect to such Owner's Guests or Condominium Unit, plus interest from the date due and payable, plus all costs and expenses of collecting the unpaid amount, including reasonable attorney's fees. The lien may be foreclosed in the manner for foreclosures of mortgages in the State of Colorado. If any Owner is deemed to be in default hereunder and fails to cure such default within thirty (30) days, the Association shall give written notification of such default to any First Mortgagee of the Condominium Unit owned by such Owner whose name and address is expressly provided in the recorded mortgage, deed of trust or other lien.

6.6 Liability of Owners, Purchasers and Encumbrancers. Subject to the provisions of Article 11.5 hereof, the amount of any Assessment, charge, fine or penalty owing to the Association by any Owner under this Condominium Declaration shall be a joint and several obligation to the Association of such Owner and such Owner's heirs, personal representatives, successors and assigns. A party acquiring fee simple title to a Condominium Unit shall be jointly and severally liable with the former Owner for all amounts which had accrued and which were payable at the time of the acquisition of fee simple title to the Condominium Unit by such party without prejudice to such Party's right to recover any of said amounts paid from the former Owner. Each such amount, together with interest thereon, may be recovered by suit for a money judgment by the Association without foreclosing or waiving any lien securing the same.

6.7 Estoppel Certificate. Upon payment of a reasonable fee as the same shall be established from time to time by the Board of Directors and upon written request of any Owner or any person with any right, title or interest in a Condominium Unit or intending to acquire any right, title or interest in a Condominium Unit, the Association shall furnish a written statement setting forth the amount of any Assessments, charges, fines or penalties, if any, due or accrued and then unpaid with respect to the Owner of the Condominium Unit and such Owner's Guests and the amount of the Assessments for the current fiscal period of the Association payable with respect to the Condominium Unit, which statement shall, with respect to the party to whom it is issued, be conclusive against the Association that no greater or other amounts were then due or accrued and unpaid.

#### VII. USE AND OTHER RESTRICTIONS.

7.1 Individual Space Restrictions. Each Individual Space shall be used for residential purposes only. No Individual Space shall be used at any time for business or commercial activity except that an Owner may lease or rent his Individual Space for private residential, living or sleeping purposes and the Association may use one or more Individual Spaces for housing Association employees.

7.2 Employee or Manager Apartment Restrictions. The Employee or



Managers Apartment shall be used for residential purposes only. The Employee or Manager Apartment shall not be occupied for living or sleeping purposes by more persons than it was designed to accommodate comfortably. The Employee or Managers Apartment shall be for use by or rental to an employee of the Association unless otherwise approved by the Board of Trustees of the Town of Snowmass Village in accordance with Section 3(e) Ordinance No. 28, Series of 1978, Town of Snowmass Village recorded in Book 360 at Page 29, Pitkin County, Colorado records. Members of the family of an Employee may occupy the Employee or Manager Apartment.

7.3 Common Elements Restrictions. No Owner and no Owner's Guest shall obstruct, damage or commit waste to any of the Common Elements. No Owner and no Owner's Guests shall change, alter, or repair, or store anything in or on, any of the Common Elements without the prior written consent of the Association as provided in Article 4.10 hereof.

7.4 No Imperiling of Insurance. No Owner and no Owner's Guests shall do anything or cause anything to be kept in or on the Project which might result in an increase in the insurance premiums of insurance obtained for the Project or which might cause cancellation of such insurance, without the prior written consent of the Association.

7.5 No Violation of Law. No Owner and no Owner's Guests shall do anything or keep anything in or on the Project which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

7.6 No Noxious, Offensive, Hazardous or Annoying Activities. No noxious or offensive activity shall be carried on upon any part of the Project nor shall anything be done or placed on or in any part of the Project which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others. No activity shall be conducted, and no improvements shall be made or constructed, on any part of the Project which are or might be unsafe or hazardous to any person or property. No sound shall be emitted on any part of the Project which is unreasonably loud or annoying to others. No odor shall be emitted on any part of the Project which is noxious or offensive to others. No light shall be emitted from any part of the Project which is unreasonably bright or causes unreasonable glare.

Determinations with respect to whether or not a particular activity or occurrence shall constitute a violation of this Article 7.6 shall be made by the Board of Directors of the Association.

7.7 No Unsightliness. No unsightliness shall be permitted on or in any part of the Project. Without limiting the generality of the foregoing, nothing shall be kept or stored on or in any of the Common Elements, nothing shall be hung or placed upon any of the Common Elements, and nothing shall be placed on or in windows or doors of Individual Spaces which would or might create an unsightly appearance.

Determinations with respect to whether or not a particular activity or occurrence shall constitute a violation of this Article 7.7 shall be made by the Board of Directors of the Association.

7.8 Restriction on Signs. No signs or advertising devices of any nature shall be erected or maintained on any part of the Project without the prior written consent of the Association. The Association shall permit the placing of at least one sign of reasonable size and dignified form to identify the Project and the Condominium Units therein.

7.9 Antennas. No radio, television or other type of antenna shall, without the written consent of the Association, be installed or maintained on the roof or exterior of the Building.

7.10 Maintenance of Individual Space. Each Individual Space and all improvements, fixtures, furniture and equipment therein shall be kept and maintained by the Owner thereof in a clean, safe, attractive and sightly condition and in good repair. No structural alterations within any Individual Space shall be made and no electrical, plumbing or

similar work within any Individual Space shall be done without the prior written consent of the Association.

7.11 No Violation of Rules. No Owner's Guests shall violate the rules and regulations adopted from time to time by the Association whether relating to the use of Condominium Units, the use of Common Elements, or otherwise, and violations of the rules and regulations by any Owner's Guests shall be treated as a violation by such Owner and shall be enforceable in accordance with Article 4.12 hereof.

7.12 Owner Caused Damage. If, due to the act or neglect of an Owner or such Owner's Guests, loss or damage shall be caused to any person or property, including the Project or any Individual Space therein, such Owner shall be liable and responsible for the same except to the extent that such damage or loss is covered by insurance obtained by the Association and the insurer has waived its rights of subrogation against such Owner. The amount of such loss or damage may be collected by the Association from such Owner, and such amount shall be enforceable as an Assessment in accordance with Article VI hereof.

7.13 Animals. The Association may by rules and regulations prohibit or limit the raising, breeding, or keeping of animals in any Individual Space or on the Common Elements or any part thereof.

#### VIII. INSURANCE.

8.1 Insurance Requirements Generally. The Association shall obtain and maintain in full force and effect at all times certain casualty, liability and other insurance as hereinafter provided. All such insurance shall be obtained, to the extent possible, from responsible companies duly authorized to do insurance business in the State of Colorado. All such insurance shall name as insureds the Association, the Board of Directors of the Association, the Association's officers, employees and agents, and, if practicable, the Owners. All such insurance shall protect each of the insureds as if each were separately insured under separate policies. To the extent possible, such casualty insurance shall: (a) provide for a waiver of subrogation by the insurer as to claims against Declarants, the Association, its directors, officers, employees, and agents and against each Owner and each Owner's employees and Guests; (b) provide that the insurance cannot be cancelled, invalidated or suspended on account of the conduct of the Association, its officers, directors, employees and agents or of any Owner or such Owner's employees or Guests; (c) provide that any "no other insurance" clause in the insurance policy shall exclude any policies of insurance maintained by any Owner or Mortgagee and that the insurance policy shall not be brought into contribution with insurance maintained by any Owner or Mortgagee; (d) contain a standard mortgage clause endorsement in favor of the Mortgagee of any Condominium Unit or part of the Project except a Mortgagee of a Condominium Unit or part of the Project who is covered by other and separate insurance; (e) provide that the policy of insurance shall not be terminated, cancelled or substantially modified without at least 10 days' prior written notice to the Association and to each Owner and to each Mortgagee covered by any standard mortgage clause endorsement; and (f) provide that the insurer shall not have the option to restore the premises if condominium ownership of the Project is to be terminated in accordance with the terms of this Declaration or the Project is to be sold in its entirety in accordance with the destruction, condemnation and obsolescence provisions of this Declaration. To the extent possible, public liability and property damage insurance shall provide for coverage of any cross liability claims of Owners against the Association or other Owners and of the Association against Owners without right of subrogation. Any insurance policy may contain such deductible provisions as the Board of Directors of the Association deems consistent with good business practice.

The Association shall obtain an independent appraisal of the Project every three years; provided, however, that said appraisal may be performed by an appraiser employed by an insurance company.

Certificates of insurance coverage or copies of insurance policies

shall be issued to each Owner and each Mortgagee who makes written request to the Association for any such certificate or copy of an insurance policy.

The cost and expense of all insurance obtained by the Association, except insurance covering additions, alterations or improvements made to a Condominium Unit by an Owner or other insurance obtained at the request of and specifically benefiting any particular Owner, shall be an expense of the Association.

8.2 Casualty Insurance. The Association shall obtain and maintain casualty insurance covering the Project and each Condominium Unit covering loss or damage by fire and such other hazards as are covered under standard extended coverage policies, with vandalism and malicious mischief endorsements, and, if available and if deemed appropriate by the Association, war risk, for the full insurable replacement cost of the Project including each Condominium Unit. At the option of the Association such insurance may also cover additions, alterations or improvements to a Condominium Unit made by an Owner if the Owner reimburses the Association for any additional premiums attributable to such coverage. The Association shall not be obligated to apply any insurance proceeds to restore a Condominium Unit to a condition better than the conditions existing prior to the making of additions, alterations or improvements by an Owner in the absence of insurance covering such additions, alterations or improvements as aforesaid.

8.3 Public Liability and Property Damage Insurance. The Association shall obtain and maintain comprehensive public liability and property damage insurance covering personal liability, property damage liability and automobile personal and property damage liability of the Association, its officers, managers, employees and agents and of each Owner and each Owner's employees and Guests, arising in connection with ownership, operation, maintenance, occupancy or use of the Project or of any Condominium Unit in the Project with limits of not less than \$1,000,000 for each occurrence involving bodily injury liability and/or property damage liability.

8.4 Workmen's Compensation and Employer's Liability Insurance. The Association shall obtain and maintain workmen's compensation and employer's liability insurance as may be necessary to comply with applicable laws.

8.5 Insurance by Owners. Except to the extent coverage therefor may be obtained by the Association and be satisfactory to an Owner, each Owner shall be responsible for obtaining insurance he deems desirable, including, without limitation, casualty insurance covering furnishings and personal property belonging to that Owner and insurance covering personal liability of that Owner and that Owner's employees and Guests. Any insurance policy obtained by an Owner shall be such that it will not diminish or adversely affect or invalidate any insurance or insurance recovery under policies carried by the Association and shall, to the extent possible, contain a waiver of the right of subrogation by the insurer as to any claim against the Association, its officers, managers, agents and employees and against other Owners and their employees and Guests. A copy of any insurance policy obtained by an Owner shall be furnished to the Association.

8.6 Receipt and Application of Insurance Proceeds. Except as some particular person has a legal right to receive insurance proceeds directly, all insurance proceeds and recoveries shall be paid to and received by the Association. All insurance proceeds or recoveries received by the Association shall be applied by the Association: first, as expressly provided elsewhere in this Declaration; second, to the Owners or persons whom the Association may determine are legally or equitably entitled thereto; and third, the balance, if any, to Owners in proportion to their respective interests in Common Elements.

8.7 Other Insurance by Association. The Association shall have the power or authority to obtain and maintain other and additional

insurance coverage, including casualty insurance covering personal property of the Association, fidelity bonds or insurance covering employees and agents of the Association and insurance indemnifying officers, managers, employees and agents of the Association.

8.8 Owner-Increased Premiums. In the event that, as a consequence of the hazardous use of any Condominium Unit, or of any Owner installed improvements to any Condominium Unit, the premiums of any policy of insurance purchased by the Association are increased, or a special policy is required, the cost of such increase or specific policy shall be payable by the Owner of such Condominium Unit.

IX. DESTRUCTION, CONDEMNATION, OBSOLESCENCE, AND RESTORATION OR SALE OF PROJECT.

9.1 Certain Definitions. The following terms shall have the following definitions:

(a) Substantial and Partial Destruction. "Substantial Destruction" shall exist whenever, as a result of any damage or destruction to the Project or any part thereof, the excess of Estimated Costs of Restoration (as hereinafter defined) over Available Funds (as hereinafter defined) is 50 percent or more of the estimated Restored Value (as hereinafter defined) of the Project. "Partial Destruction" shall mean any other damage or destruction of the Project or any part thereof.

(b) Substantial and Partial Condemnation. "Substantial Condemnation" shall exist whenever a complete taking of the Project has occurred or a taking of part of the Project under eminent domain or by grant or conveyance in lieu of condemnation has occurred, and the excess of the Estimated Costs of Restoration over Available Funds is 50 percent or more of the estimated Restored Value of the Project. "Partial Condemnation" shall mean any other such taking by eminent domain or grant or conveyance in lieu of eminent domain.

(c) Substantial and Partial Obsolescence. "Substantial Obsolescence" shall exist whenever 70% in interest of the Owners determine, by vote, that Substantial Obsolescence exists or whenever the Project or any part thereof has reached such a state of obsolescence or disrepair that the excess of Estimated Costs of Restoration over Available Funds is 50 percent or more of the estimated Restored Value of the Project. "Partial Obsolescence" shall mean any state of obsolescence or disrepair which does not constitute Substantial Obsolescence.

(d) Restoration. "Restoration", in the case of any damage or destruction, shall mean restoration of the Project to a condition the same or substantially the same as the condition in which it existed prior to the damage or destruction; in the case of condemnation, shall mean restoration of the remaining portion of the Project to an attractive, sound and desirable condition; and, in the case of obsolescence, shall mean restoration of the Project to an attractive, sound and desirable condition.

(e) Restored Value. "Restored Value" shall mean the value of the Project after Restoration as estimated by the Board of Directors of the Association.

(f) Estimated Costs of Restoration. "Estimated Costs of Restoration" shall mean the estimated costs of Restoration, as determined by the Board of Directors of the Association.

(g) Available Funds. "Available Funds" shall mean any proceeds of insurance or condemnation awards or payments in lieu of condemnation, plus a percentage of any uncommitted income or funds of the Association including funds from the capital reserve fund and the carry-over reserve fund. Available Funds shall not include that portion of insurance proceeds legally required to be paid to any party other than the Association, including a Mortgagee, or that portion of any condemnation

award or payment in lieu of condemnation payable to the Owner of a Condominium Unit for the condemnation or taking of that Owner's Individual Space.

9.2 Determination by the Board. Upon the occurrence of any damage or destruction to the Project or any part thereof, or upon a complete or partial taking of the Project under eminent domain or by grant or conveyance in lieu of condemnation, the Board of Directors shall make a determination as to whether the excess of Estimated Costs of Restoration over Available Funds is 50 percent or more of the estimated Restored Value of the Project. In addition, the Board of Directors shall, from time to time, review the condition of the Project to determine whether Substantial Obsolescence exists.

9.3 Restoration of The Project. Restoration of the Project shall be undertaken by the Association without a vote of Owners in the event of Partial Destruction, Partial Condemnation or Partial Obsolescence but shall be undertaken in the event of Substantial Destruction, Substantial Condemnation or Substantial Obsolescence only with the consent of the Owners holding 70% in interest of all Owners and 70% in number of all holders of First Mortgages encumbering units in the Project. In the event the insurance proceeds actually received exceed the cost of Restoration when such Restoration is undertaken pursuant to this Article, the excess shall be paid and distributed to all of the Owners according to the relative proportion of their undivided interest in the Common Elements.

9.4 Sale of the Project. The Project shall be sold in the event of Substantial Destruction, Substantial Condemnation or Substantial Obsolescence unless consent to Restoration has been obtained from Owners holding 70% in interest of all Owners and 70% in number of all holders of First Mortgages encumbering units in the Project has been obtained. In the event of a sale, condominium ownership under this Declaration shall terminate and the proceeds of sale and any insurance proceeds, condemnation awards or payments in lieu of condemnation shall be distributed by the Association to each Owner, or the Mortgagee of an Owner, in proportion to such Owner's undivided interest in Common Elements.

9.5 Authority of Association to Restore or Sell. The Association, as attorney-in-fact for each Owner, shall have full power and authority to restore or to sell the Project and each Condominium Unit in the Project whenever Restoration or sale, as the case may be, is undertaken as hereinabove provided. Such authority shall include the right and power to enter into any contracts, deeds or other instruments which may be necessary or appropriate for Restoration or sale, as the case may be.

9.6 Payment of Proceeds. All insurance proceeds or proceeds of sale shall be paid to the Association, as trustee for all of the Owners and all Mortgagees, as the interest of such Owners and such Mortgagees may appear, subject to the obligation of the Association to restore any building as provided herein.

9.7 Special Assessments for Restoration. Whenever Restoration of a Building is to be undertaken, the Association may levy and collect assessments from each owner in the Project according to the relative proportion of each Owner's undivided interest in the Common Elements, payable over such period as the Association may determine, to cover the costs and expenses of Restoration to the extent not covered by Available Funds. Such Special Assessments shall be secured by a lien on the Condominium Unit of each such Owner as in the case of Regular Assessments. Notwithstanding any other provisions in this Declaration to the contrary, in the case of Substantial Destruction, Substantial Condemnation or Substantial Obsolescence, any such Special Assessment shall not be a personal obligation of any such Owner who did not consent to Restoration, but, if not paid, may be recovered only by foreclosure of the lien against the Condominium Unit of such Owner.

9.8 Receipt and Application of Condemnation Funds. All compensation, damages or other proceeds constituting awards for a complete taking of the Project or a taking of part of the Project under eminent domain or by grant or conveyance in lieu of condemnation shall be payable to the Association. The amount thereof allocable to compensation for the taking of or injury to the Individual Space of a particular Condominium Unit or to improvements of an Owner therein shall be apportioned to the Owner of that Condominium Unit. The balance of the award shall be applied to costs and expenses of Restoration, if undertaken, and, to the extent not so applied, shall be allocated as follows: first, any portion of the award allocable to the taking of or injury to Common Elements shall be apportioned among all Owners in proportion to their respective undivided interests in the Common Elements; second, the amounts allocable to severance damages with respect to condemnation of a portion of the Project shall be apportioned among Owners with individual space which was not taken or condemned in proportion to their relative respective undivided interests in the Common Elements as adjusted in accordance with Article 9.10 hereof; and third, the amounts allocated to consequential damages or for other purposes shall be apportioned as the Association determines to be equitable under the circumstances.

9.9 Reorganization in the Event of Destruction, Condemnation, or Obsolescence. In the event all of the Individual Space of a Condominium Unit is taken in condemnation, the Condominium Unit containing that Individual Space shall cease to be part of the Project, the Owner thereof shall cease to be a member of the Association, and the undivided interest in Common Elements appurtenant to that Individual Space shall automatically become vested in the Owners of the remaining Units in proportion to their respective undivided interests in the Common Elements. In the event part of the Individual Space of a Unit is taken in condemnation, the Points attributable to that Unit shall be reduced in direct proportion to the reduction in square footage of the Individual Space, and the undivided interest of Owners in Common Elements and the voting rights and assessment obligation of all Owners shall automatically be adjusted accordingly.

#### X. COMMONLY OWNED CONDOMINIUM UNITS.

10.1 Commonly Owned Condominium Units. Any Condominium Unit owned by the Association shall be deemed a "Commonly Owned Condominium Unit". A Commonly Owned Condominium Unit may be a Condominium Unit acquired by the Association by foreclosure of liens, purchaser or otherwise. Notwithstanding the fact that any Condominium Unit may constitute a Commonly Owned Condominium Unit, it shall not be deemed part of the Common Elements.

10.2 Votes and Assessments for Commonly Owned Condominium Units. Notwithstanding any other provisions of this Declaration to the contrary, for so long as any Condominium Unit is a Commonly Owned Condominium Unit, there shall be no regular membership in the Association for that Condominium Unit; no vote with respect to that Condominium Unit and no assessment shall be levied against that Condominium Unit, and the Total Points in the Project shall be deemed reduced, for voting and assessment purposes, by the number of Points assigned to that Unit. If any Unit is a Commonly Owned Unit upon termination of condominium ownership of the Project and dissolution of the Association, the beneficial interest in such Unit shall be deemed owned by the then Owners in the same proportion as their respective undivided interests in the Common Elements.

10.3 Sale or Lease of Commonly Owned Condominium Units. The Association may sell any Commonly Owned Condominium Units for their fair market value and shall have the right to lease or permit the use of any Commonly Owned Condominium Unit in the same manner as provided in Article 4.10 with respect to Common Elements.

XI. EXPANSION OF PROJECT.

11.1 Reservation of Right to Expand. Declarant reserves the right to expand this condominium ownership project to include additional land, completion of the Enclave Buildings and improvements. The Building as completed and improvements shall be located on all or part of other real property owned by Declarant adjoining the Real Property.

11.2 Supplemental Declaration and Supplemental Condominium Map. Such expansion may be accomplished by filing for record by Declarant, in the Pitkin County, Colorado real estate records, a supplement to this Declaration containing a legal description of that portion of Parcel "N" Subdivision utilized by the completed portion of the Building and improvements, together with a supplemental Condominium Map containing the same information with respect to that portion of the Building to be completed and improvements as was required on the Condominium Map for Phase I with respect to the Building and improvements or as otherwise required by law.

11.3 Expansion of Definitions. Upon completion of such expansion, the definitions used in this Declaration automatically shall be expanded to encompass and refer to the Project as so expanded. Thus, for example, "Real Property" shall mean the land described in Exhibit A hereto plus the additional land added by a supplemental Declaration and reference to this Declaration shall mean this Declaration as so supplemented. All conveyances of Condominium Units after such expansion shall be effective to transfer rights in the Project as expanded, by use of the form of description set forth in Article 2.4 hereof.

The recordation in the Pitkin County, Colorado real estate records of a supplemental Condominium Map incident to any expansion shall operate automatically to grant, transfer and convey to the Owners of Condominium Units in the Project as it existed before such expansion undivided interests in the new Common Elements added to the Project as a result of such expansion. Such recordation shall also operate to expand the security interest of any then Mortgagee of a Condominium Unit in the Project as it existed before such expansion to include the undivided interest acquired by the Owner of the Condominium Unit in the Common Elements so added to the Project. Such recordation shall also operate automatically to grant, transfer and convey to the Owners of Condominium Units on the real property described in said supplemental Declaration undivided interest in the previously existing Common Elements of the Project.

11.4 Declaration Operative on Completed Portion of Building. Any such additional land, portion of the building and improvements shall be subject to all the terms and conditions of this Declaration and of such supplemental Declaration, and the Condominium Units therein shall be subject to condominium ownership with all the incidents pertaining thereto as specified herein, upon placing the supplemental Condominium Map and supplemental Condominium Declaration of public record in the Pitkin County, Colorado real estate records.

11.5 Computation of Fractional Undivided Interest in Common Elements; Disposition of Remainder of Interests. For the purpose of computing the undivided interests of Owners in Common Elements, each of the Condominium Units in the Building shall be assigned a number of Points determined by Declarant, which determination shall be made in accordance with Article 1.16 hereof. The undivided interest in Common Elements constituting part of any Condominium Unit shall be expressed as a fraction, the numerator of which shall be the number of Points attributable to such Condominium Unit and the denominator of which shall be the Total Points.

XII. MISCELLANEOUS.

12.1 Duration of Declaration. Each provision contained in this Declaration which is subject to the laws or rules sometimes referred to as the rule against perpetuities or the rule prohibiting unreasonable

restraints on alienation shall continue and remain in full force and effect for the period of twenty-one years following the death of the survivor of Thomas E. Woodward and Charles T. Brandt and the now living children of said persons or until this Declaration is terminated as hereinafter provided, whichever first occurs. All other provisions contained in this Declaration shall continue and remain in full force and effect until condominium ownership of the Project and this Declaration is terminated or revoked as hereinafter provided.

12.2 Amendment and Termination. Any provision contained in this Declaration may be amended, or additional provisions may be added to this Declaration, or this Declaration and condominium ownership of the Project may be terminated or revoked, by the recording of a written instrument or instruments specifying the amendment or addition or the fact of termination and revocation, executed by 70% in interest, based on undivided interests in Common Elements, of all Owners and 70% in number of all Mortgagees, as shown by the records in the office of the County Clerk and Recorder of Pitkin County, Colorado and, as provided in Section 5.3 hereof, for the Period of Declarant's Special Membership, with the approval of Declarant.

12.3 Effect of Provisions of Declaration. Each provision of this Declaration, and an agreement, promise, covenant and undertaking to comply with each provision of this Declaration, and any necessary exception or reservation or grant of title, estate, right or interest to effectuate any provision of this Declaration: (a) shall be deemed incorporated in each deed or other instrument by which any right, title or interest in the Project or in any Condominium Unit is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument; (b) shall, by virtue of acceptance of any right, title or interest in the Project or in any Condominium Unit by an Owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such Owner, and, as a personal covenant, shall be binding on such Owner and such Owner's heirs, personal representatives, successors and assigns and, as a personal covenant of an Owner, shall be deemed a personal covenant to, with and for the benefit of the Association but not to, with or for the benefit of any other Owner; (c) shall be deemed a real covenant by Declarants for themselves, their successors and assigns, and also an equitable servitude, running, in each case, as a burden with and upon the title to the Project and each Condominium Unit and, as a real covenant and also as an equitable servitude, shall be deemed a covenant and servitude for the benefit of the Project and each Condominium Unit; and (d) shall be deemed a covenant, obligation and restriction secured by a lien in favor of the Association, burdening and encumbering the title to the Project and each Condominium Unit in favor of the Association.

12.4 Enforcement and Remedies. In addition to any other remedies herein provided, each provision of this Declaration with respect to an Owner or the Condominium Unit of an Owner shall be enforceable by the Association by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages. If any court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover from the losing party its costs and expenses in connection therewith, including reasonable attorney's fees.

12.5 Protection of Encumbrancer. No violation or breach of, or failure to comply with, any provision of this Declaration and no action to enforce any such provision shall affect, defeat, render invalid or impair the lien of any mortgage, deed of trust or other lien on any Condominium Unit taken in good faith and for value and perfected by recording in the Office of the County Clerk and Recorder of Pitkin County, Colorado prior to the time of recording in said Office of an instrument describing the Condominium Unit and listing the name or names of the owner or owners of fee simple title to the Condominium Unit and giving notice of such violation, breach or failure to comply; nor shall such violation, breach, failure to comply or action to enforce affect,



defeat, render invalid or impair the title or interest of the holder of any such mortgage, deed of trust, or other lien or the title or interest acquired by any purchaser upon foreclosure of any such mortgage, deed of trust or any lien or by deed in lieu of foreclosure or result in any liability, personal or otherwise, of any such holder or purchaser. Any such purchaser on foreclosure or by deed in lieu of foreclosure shall, however, take subject to this Declaration except only (a) violations or breaches of, or failures to comply with, any provisions of this Declaration which occurred prior to the vesting of fee simple title in such purchaser shall not be deemed breaches or violations hereto or failures to comply herewith with respect to such purchaser, his heirs, personal representatives, successors or assigns and (b) such purchaser shall take the property free of any claims for unpaid Assessments or other amounts against or applicable to the encumbered Condominium Unit.

12.6 Limited Liability. Neither Declarant, the Association, the Board of Directors of the Association, nor any member, agent or employee of any of the same shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

12.7 Successors and Assigns. This Declaration shall be binding upon and shall inure to the benefit of the Association, and each Owner and the heirs, personal representatives, successors and assigns of each.

12.8 Severability. Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.

12.9 Captions. The captions and headings in this instrument are for convenience only and shall not be considered in construing any provisions of this Declaration.

12.10 No Waiver. Failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration.

12.11 Further Assurances. The Association and each Owner hereby agree to do such further acts and execute and deliver such further instruments as may reasonably be required to effectuate the intent of this Declaration.

12.12 Word Usage. The use of the masculine gender herein shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, whenever the text so requires.

12.13 Statute. The provisions of this Declaration shall be in addition and supplemental to the Condominium Ownership Act of the State of Colorado and to all other provisions of law.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

ENCLAVE PARTNERS, LTD.

By Thomas E. Woodward  
Thomas E. Woodward, President  
Thomas E. Woodward and Associates, Inc.  
General Partner





EXHIBIT A  
TO  
DECLARATION  
FOR  
THE ENCLAVE CONDOMINIUMS

A. The Real Property referred to in the Declaration is as follows:

A portion of Parcel "N" Subdivision according to the plat thereof, recorded in Plat Book 7 at page 38, Pitkin County, Colorado, limited to the boundaries of the foundations of the Enclave Building as shown and described on the Condominium Map for said Building hereinafter referred to as the "Site"; together with the necessary building overhang easement as shown on said Condominium Map for the purpose of permitting eaves, beams, awnings, outward opening windows and doors, footings, porches, decks, balconies, fireplaces and chimney stacks, upper floors, elevated walkways and similar appurtenances extending beyond the external surface of the Building;

B. Together with a non-exclusive easement for ingress and egress from the said property for the use and benefit of any party owning or having an interest in the Site, over, upon and across the roadways, parking areas, walks and courtyards as the same shall exist on said Parcel "N" to Wood Road, a public road, hereinafter referred to as the "Access and Utility Easement."

C. Together with a non-exclusive easement for the underground placement and maintenance of electricity, gas, telephone, water and sewer lines over, across and under portions of said Parcel "N" where such utility lines may be found.

D. And, except as hereinafter stated, together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise pertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of Declarant, either in law or equity, of, in and to the above described premises, hereditaments and appurtenances.

SUBJECT TO the covenants, conditions and restrictions on Schedule I in the Deed from The Snowmass Company, Ltd. to Enclave Partners, Ltd. dated January 3, 1979 and recorded January 3, 1979 in Book 360 at page 835 and re-recorded March 27, 1979 in Book 365 at Page 396 of the records of the Clerk and Recorder of Pitkin County, Colorado (the "Site Deed").

SUBJECT ALSO TO: All provisions, covenants, conditions and restrictions contained in the aforesaid Condominium Declaration for The Enclave Condominiums; all provisions, covenants, conditions and restrictions contained in the General Declaration for West Village, recorded in Book 227 at Page 186 of the records in the office of the County Clerk and Recorder of Pitkin County, Colorado, and in the Amendments to General Declaration recorded in Book 290 at Page 259, Book 307 at Page 657 and in Book 350 at Page 773 of said records and in the Fifth Addition Declaration for West Village, recorded in Book 8 at Page 77 of said records and all matters shown and all provisions of the Map of The Enclave Condominiums described above;

SUBJECT; FURTHER, TO: (i) non-delinquent real property taxes and assessments, including any special service district taxes, assessments, fees or charges; (ii) non-delinquent assessments under the Condominium Declaration; (iii) terms, conditions, covenants and obligations under the Town of Snowmass Village Ordinance No. 28, Series of 1978, recorded in Book 360 at page 29; (iv) reservations and exceptions as contained in United States Patents recorded January 19, 1900 in Book 55 at Page 93 and recorded January 30, 1917 in Book 55 at Page 545 as follows: right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted; and right of way for ditches or canals constructed by the authority of the United States; (v) easement for skiing purposes granted by Snowmass American Corporation to Snowmass Skiing Corporation in instrument recorded in Book 269 at page 162 and Revision to Easement Grant as recorded in Book 355 at page 142; (vi) easement for skiing and related purposes granted by Snowmass American Corporation to Snowmass Skiing Corporation in instrument recorded in Book 274 at Page 683; (vii) right of way agreement between The Mountain States Telephone and Telegraph Company and Snowmass Corporation recorded April 25, 1978 in Book 346 at page 745; (viii) any and all easements for utilities and other purposes as shown on the plat for Parcel "N" Subdivision recorded in Plat Book 7 at page 38; (ix) terms, conditions, and obligations as contained in Subdivision Agreement for Parcel "N" Subdivision between The Town of Snowmass Village, Colorado and The Snowmass Company, Ltd. recorded December 19, 1978 in Book 360 at Page 7; (x) terms, agreements, provisions, conditions, and obligations as contained in Agreement by and between The Snowmass Water and Sanitation District and The Snowmass Company, Ltd., recorded December 19, 1978 in Book 360 at Page 148, and those instruments incorporated therein.

EXHIBIT B  
TO  
DECLARATION  
THE ENCLAVE CONDOMINIUMS

Units:

The Units, the types of Units and the points assigned to each Individual Space in The Enclave are as follows:

<u>Floor or Level</u>	<u>Unit No.</u>	<u>Type of Unit</u>	<u>Points</u>	
1st	108	3 BR	1545	
2nd	208	3 BR	1545	
3rd	308	3 BR	1545	
1st	109	2 BR	1170	
2nd	209	2 BR	1170	
3rd	309	2 BR	1170	
1st	110	3 BR	1545	
2nd	210	3 BR	1545	
3rd	310	3 BR	1545	
1st	111	2 BR	1170	
2nd	211	2 BR	1170	
3rd	311	2 BR	1170	
1st	112	2 BR	1170	
2nd	212	2 BR	1170	
3rd	312	2 BR	1170	
1st	113	3 BR	1545	
2nd	213	3 BR	1545	
3rd	313	3 BR	1545	24,435
		Reserved for Expansion of Project		<u>28,565</u>
		TOTAL:		<u>53,000</u>