


*AMENDED AND RESTATED*  
*DECLARATION*  
*OF*  
*ANTLERS CONDOMINIUMS VAIL/LIONSHEAD,*  
*a Condominium Community*




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**AMENDED AND RESTATED DECLARATION**  
**OF**  
**ANTLERS CONDOMINIUMS VAIL/LIONSHEAD,**  
**a Condominium Community**

THIS AMENDED AND RESTATED DECLARATION is made on the date hereinafter set forth.

**R E C I T A L S**

A. Declarant, Antlers Associates, submitted certain real property to the Condominium Declaration for Antlers Condominiums Vail/Lionshead, as recorded in the real property records of Eagle County, Colorado at Reception No. 119861, Book 224, Page 119 at Reception No. 119687, on May 16, 1972, (the “**Initial Declaration**”).

B. The Declarant also executed and recorded the Condominium map for the Antlers Condominiums Vail/Lionshead in the records of the Clerk and Recorder of the County of Eagle, State of Colorado at Reception No. 122626, Book 226, Page 820 at Reception No. 122626, on December 19, 1972 (the “**Original Condominium Map**”).

C. The Initial Declaration has been supplemented by an election of the Owners to be treated as a Common Interest Community subject to the provisions of the Colorado Common Interest Ownership Act (defined below as the “Act”), and a “Statement of Election” therefore was executed by an authorized agent of the Antlers Vail Condominiums Vail/Lionshead Corp. Association (as defined below and filed of record with the Clerk and Recorder of the County of Eagle, State of Colorado, at Reception No. 666288 on August 17, 1998.

D. The Initial Declaration, as supplemented, is referred to herein as the “**Original Declaration.**”

E. The Original Declaration provides that sixty percent (60%) of the Owners of the General Common Elements within the Condominium Community and all holders of any recorded mortgage or deed of trust covering or affecting any or all Units may agree to amend and restate all provisions of the Original Declaration.

F. The Common Elements of the Condominium Community are in need of repair, replacement, renovation and improvements (the “**Common Element Improvements**”).

G. The Board of Directors considered and rejected an increased assessment or special assessment as a means of funding Common Element Improvements.

H. The Association (as defined below), its Board of Directors, the Owners who have consented to and approved this Amended and Restated Declaration (the “**Declaration**”) desire to fund the Common Element Improvements by both extending development rights reserved in the Original Declaration and by creating additional and supplemental development rights as set forth in this Declaration and allowed by state statute. In furtherance of this preferred approach, which has been pursued within the Antlers Community under the name or title of “Antlers 2000,” the Association (as defined below) has sought and obtained approved from the Town of Vail for at least twenty-four (24) proposed new condominium units, for seven (7) employee housing facilities, and for other improvements proposed to be made at the Antlers Community.

I. Having elected to be treated as a Common Interest Community subject to the provisions of the Act, several provisions of the Act at Sections 38-33.3-210(5), 38-33.3-217(4) and 38-33.3-312(l) provided that development rights in the Original Declaration may be extended or created with the vote of sixty-seven percent (67%) of the votes in the Association.

J. The Association, its Board of Directors and Owners representing at least eighty-three percent (83%) of the undivided interest in the General Common Elements have determined to fund Common Element Improvements through the extension and creation of development rights set forth in this Declaration and may determine, as set forth below, on subsequent or separate vote of at least eighty percent (80%) of the votes in the Association to exercise any development rights to create new units within or upon the airspace over and above the existing parking structure, and, if so approved, to convey those newly created Units to new Owners.

K. On February 14, 2000, District Court for Eagle County, Colorado granted the Association’s Petition for Approval of the Declaration pursuant to the requirements of C.R.S. §38-33.3-217(7). The Court found that the Association filed a petition for approval of the Declaration with the Court which was not objected to by: (i) Owners representing more than thirty-three percent (33%) of the undivided interest in the General Common Elements, (ii) thirty-three percent (33%) of the first mortgagees, (iii) the Declarant, (iv) the Federal Housing Administration (“FHA”), or (v) the Veteran’s Administration (“VA”). The Court also found that the Declaration did not terminate the Original Declaration and that the Declaration did not alter the allocated interests of the Owners within the Antlers Condominium Association. A copy of this Order is attached and incorporated by reference as Exhibit D hereto.

L. Pursuant to C.R.S. §38-33.3-217(7), upon recordation of the Declaration and the Court Order approving the Declaration, the Declaration, as amended, shall be effective as if all of the approval requirements set forth in the Original Declaration were met.

M. Based on the foregoing and approval to date by Owners owning at least eighty-three percent (83%) of the undivided interest in the General Common Elements, approval by the District Court for Eagle County, Colorado pursuant to C.R.S. §38-33.3-217(7), the provisions of the Original Declaration, election to be subject to the Act, and the Act, the Owners have consented to and agree to amend and restate all provisions of the Original Declaration by virtue of this Declaration, and

intend, upon the recording of this Declaration, that all prior recorded declarations, amendments and instruments creating covenants, conditions, restrictions and reservations on the Real Estate shall be superseded and replaced by this Declaration.

**NOW, THEREFORE**, the Original Declaration is amended and restated as set forth below and the Owners and the Association hereby confirm the real estate described in *Restated Exhibit A*, together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon (collectively, the “**Real Estate**”) are subject to all of the provisions of the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, *et seq.*, as it may be amended from time to time (the “**Act**”) and to the terms and conditions of this Declaration. In the event the Act is repealed, the Act on the effective date of this Declaration shall remain applicable. The Owners and the Association confirm and declare that all of the Real Estate described in *Restated Exhibit A*, shall be held or sold and conveyed subject this Declaration. The Owners and the Association confirm and declare that this Declaration is made for the purpose of protecting the value and desirability of the Real Estate, that this Declaration shall run with the Real Estate and shall be binding on all parties having any right, title or interest in the Real Estate or any part thereof, their heirs, legal representatives, successors, and assigns and shall inure to the benefit of each Unit Owner thereof:

1. Definitions. Each capitalized term in this Declaration or in the Map shall have the meaning specified or used in the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, *et seq.*, as it may be amended from time to time (the “**Act**”), unless otherwise defined in this Declaration, as set forth below or the context provides otherwise:

(a) “**Act**” shall mean the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, *et seq.*, as it may be amended from time to time.

(b) “**Antlers 2000 Class**” shall mean those Units created by exercise of development rights set forth in this Declaration.

(c) “**Articles**” shall mean the Articles of Incorporation for Antlers Condominiums Vail/Lionshead also known as The Antlers Condominium Association, Inc., and any amendments which may be made from time to time.

(d) “**Assessment**” or “**Common Expense Assessment**” shall include all common expense assessments, assessments by class of Units, insurance assessments, utility assessments, and any other expense levied to a Unit pursuant to this Declaration or the Act.

(e) “**Association**” shall mean Antlers Vail Condominiums Vail/Lionshead Corp. also known as The Antlers Condominium Association, Inc., and its successors.

(f) “**Board of Directors**,” “**Board**,” “**Executive Board**” or “**Board of Managers**” shall mean the governing body of the Association, regardless of name, designated in this Declaration to act on behalf of the Association.

(g) **"Bylaws"** shall mean the Bylaws adopted by the Association, and as amended from time to time.

(h) **"General Common Elements"** shall mean and include the land described in the Original Declaration and the Original Condominium Map, other than the Units, subject to this Declaration and the rights of the Association, with vote of the requisite Members, to convert a portion of the General Common Elements into new Units, new General Common Elements and new Limited Common Elements. The General Common Elements are co-owned by the Owners and shall be as designated in the Map and in this Declaration, including the structural components of the building, the balconies and parking spaces, and all other parts of such land and improvements thereon, including the air above such land, all of which shall be owned, as tenants in common, by the Owners of the separate Units, each Owner of a Unit having an undivided percentage or fractional interest in such General Common Elements as is provided in this Declaration.


(i) **"Common Expense"** shall mean any expenditure made or liability received by or on behalf of the Association, together with any allocations to reserves unless or limited by assignment of areas as Limited Common Elements or by expense allocations by separate budgets for assessments of the two (2) different classes of Units. Expenses for administering, servicing, conserving, managing, maintaining, repairing, or replacing the Common Elements or any other items for which the Association is responsible shall be assessed to all classes, if not assessed as a common expense. Insurance premiums for the insurance carried by the Association (except as otherwise expressly allowed in this Declaration) shall be assessed by risk or by class, if not assessed as a common expense. All expenses and expenditures made, or liability received by or on behalf of the Association, shall be assessed by class, if not assessed as a common expense.

(j) **"Community"** or **"Condominium Community"** shall mean and refer to the Condominium Community of Antlers Condominiums Vail/Lionshead, which community is also known as "The Antlers at Vail" and "The Antlers Condominiums," and which community is a condominium community as defined in the Act and which Condominium Community is also a Common Interest Community as defined in the Act.

(k) **"Development Rights"** or **"Special Declarant Rights"** shall mean those rights set forth in this Declaration and those rights expressly set forth in the Act, or implied.

(l) **"Eligible Holder"** shall mean a holder, insurer or guarantor of a first lien security interest who has delivered a written request to the Association containing its name, address, the legal description and the address of the Unit upon which it holds a security interest.

(m) **"Governing Documents"** shall mean this Declaration, the Map, the Articles of Incorporation, the Bylaws, and any rules and regulations of the Association, as all of the foregoing may be amended from time to time.

  
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(n) “**Limited Common Elements**” shall mean those portions of the General Common Elements, if any, initially designated by Declarant or subsequently designated by the Association for the exclusive use of one (1) or more but fewer than all of the Units.

(o) “**Map**” shall mean the map depicting the Units and the Common Elements in the Community, as recorded in the records of the Clerk and Recorder, County of Eagle, State of Colorado, as amended or supplemented from time to time.

(p) “**Original Antlers Class**” shall mean those Units created and set forth in the Original Declaration and the Original Condominium Map and as set forth in attached *Restated Exhibit B*.

(q) “**Real Estate**” shall mean the property described in the Original Declaration and in the Original Condominium Map, together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon. Easements and licenses which the Community is subject to as of the date of this Declaration are recited in *Exhibit A-1*. Additional easements are established in the Act. In addition, the Condominium Community may be subject to other easements or licenses granted pursuant to this Declaration, or granted by authority reserved in any recorded document or established in the Act. The Real Estate, as described in the Original Declaration and in the Original Condominium Map is restated in *Restated Exhibit A* attached hereto and incorporated herein by reference.

(r) “**Unit**” shall mean a physical portion of the Community, designated for separate ownership, and regardless of class, classification or use rights, shown as a Unit on the Map for the Community, the boundaries of which are defined in the Map and in this Declaration.

(s) “**Unit Owner**” or “**Owner**” shall mean any person or entity that owns a Unit.

2. Map. The Map shall be filed for record, in whole or in parts or sections, from time to time, as the stages of construction of the Units or development rights in this Declaration are exercised, and as other improvements are substantially completed. Each section of the Map filed subsequent to the first or initially filed Map shall be termed a Supplement to such Map and the numerical sequence of such supplements may be shown thereon. The Map or any part or section thereof depicting Units shall not be filed for record, until the building in which the Units are located has been substantially completed in order to permit the location thereof, both horizontally and vertically and to comply with the Act. A Map for a Unit shall be filed for record prior to the conveyance of a Unit to a purchaser. Each such Map shall depict and show at least the following: the legal description of the land and a survey thereof; the location of the building(s); the floor and elevation plans; the location of Units within the building, both horizontally and vertically, the thickness of the common walls between or separating the Units; the location of any structural components or supporting elements of a building located within a Unit; and, the Unit designations and the building symbol. The Map shall contain the certificate of a land surveyor, registered professional engineer, licensed architect, or other professional, as allowed by the Act, certifying that the Map substantially depicts the location and the horizontal and vertical measurements of the

building, the Units, the Unit designations, the dimensions of the Units, the elevations of the unfinished floors and ceilings as constructed, the building symbol, and that such Map was prepared subsequent to substantial completion of the improvements shown. Each supplemental map and/or any amendment, shall set forth a like certificate when appropriate. In interpreting the Map, the existing physical boundaries of each separate Unit as constructed shall be conclusively presumed to be its boundaries. The Association has the right to amend the Map, from time to time, with the affirmative vote of at least sixty-seven (67%) of the votes in the Association, to conform the same according to the actual location of any of the constructed improvements and to establish, vacate and relocate easements, access road easements and on-site parking areas as permitted herein.

3. Division of Property Into Condominium Units. The Real Estate was initially divided into the fee simple estates as is set forth on *Exhibit B* to the Original Declaration, which *Exhibit B* is restated in the attached *Restated Exhibit B*. Since the Original Condominium Map was recorded, the Real Estate has consisted of the separately designated Units and the undivided percentage or fractional interest in and to the General Common Elements appurtenant to each Unit as is set forth on *Exhibit B* to the Original Declaration, as restated in attached *Restated Exhibit B*.

The Association and the Unit Owners shall have and continue to have the right to (a) physically combine the space within one Unit with the space within one or more adjoining Units, or (b) to combine a part of or combination of parts of the space within one Unit with part or parts of the space within one or more adjoining Units. Any such physical changes to Units shall be reflected by an amendment to *Restated Exhibit B* and the Map, and in compliance with the requirements of the Act, with an amendment or supplement to this Declaration to set forth the reapportioned allocated interests; *provided, however*, that no such physical changes shall be made without compliance with the Act and without the written consent of the Owners and mortgages(s) of the affected Unit(s); and, *provided further*, that the cost and expense incurred for legal, architectural or engineering fees relative to preparation of such amendment shall be borne by that person requesting such physical change to the Unit(s).

4. General and Limited Common Elements. The Real Estate described as General Common Elements in the Original Condominium Map have been the General Common Elements since the Original Condominium Map was recorded. The improvements on the General Common Elements may be changed, from time to time, by the Executive Board of the Association and may also be changed pursuant to development rights in this Declaration, if authorized with the requisite vote of the Members. Portions of the General Common Elements may be converted and/or designated by the Association as a Unit to be set forth in *Exhibit B-1*. Additionally, portions of the General Common Elements may be converted or re-designated as a Limited Common Element to a Unit or may be redesignated as a General Common Element, but only with the required vote of Members, as set forth in this Declaration. Portions of the General Common Elements are or may be reserved for the exclusive use of the individual Owners of the Units, and such areas are Limited Common Elements. The Limited Common Elements so reserved are or shall be identified on the Map. All of the Owners of Units in the Condominium Community shall have a non-exclusive right

in common with all of the Owners to use of the sidewalks, pathways, corridors, plaza, arcade, swimming pool, garage driveways, roads and streets and courtyards located within the entire, expanded Condominium Community, together with the right of ingress and egress to and from any facility or area within the enlarged Condominium Community, the use of which is necessary or convenient to more than one Owner. No reference thereto, whether such Limited Common Elements are exclusive or non-exclusive, need be made in any deed, instrument of conveyance or other instrument.

The following portions of the General Common Elements are Limited Common Elements assigned to the Units as stated:

(a) If a chute, flue, pipe, duct, wire, conduit, bearing wall, bearing column or other fixture lies partially within and partially outside the designated boundaries of a Unit, the portion serving only the Unit is a Limited Common Element, allocated solely to the Unit, the use of which is limited to that Unit and any portion serving more than one (1) Unit is a Limited Common Element to those Units and any portion serving only the Common Elements is a part of the Common Elements.

(b) Any shutters, awnings, window boxes, doorsteps, stoops, porches, decks, balconies, patios, attics, crawl spaces and exterior doors and windows or other fixtures designed to serve a single Unit, located outside the boundaries of the Unit, are Limited Common Elements allocated exclusively to the Unit and their use is limited to that Unit.

(c) Stoops, steps and walls above door openings at the entrances, which provide access to less than all Units, the use of which is limited to the Units to which they provide access.

(d) Utility areas, the use of which is limited to a Unit or Units.

(e) The Association has the right to allocate areas which constitute a part of the General Common Elements as Limited Common Elements for the exclusive use of the Owners of Units to which those specified areas shall become appurtenant, with the affirmative vote of at least sixty-seven percent (67%) of the votes in the Association. The Association may allocate or assign General Common Elements or Limited Common Element areas (1) by making such an allocation in a recorded instrument, or (2) by recording an appropriate amendment or supplement to this Declaration, or (3) by recording a supplement to the Map. Such allocations by the Association may be made as a matter of right.

5. Parking Spaces and Storage. Ownership and use of parking and storage spaces, as governed by the provisions set forth in *Exhibit C* of the Original Declaration, are restated in the attached *Restated Exhibit C*.

6. Inseparability of a Unit. Except as allowed in this Declaration, each Unit, the appurtenant undivided interest in the General Common Elements and the appurtenant Limited

Common Elements shall together comprise one Unit, shall be inseparable and may be conveyed, leased, devised or encumbered only as a Unit.

7. Description of Unit. Every contract for the sale of a Unit written prior to the filing for record of the Map may legally describe a Unit by its identifying unit designation followed by the name of this Condominium Community, with further reference to the Map thereof and the Declaration all as filed or to be filed for record. Subsequent to the filing of the Map and the recording of the Declaration, every deed, lease, mortgage, trust deed, will or other instrument may legally describe a Unit by its identifying unit designation followed by the name of this Condominium Community, without further reference to the Map thereof filed for record and this Declaration. Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect not only the Unit but also the General Common Elements, the Limited Common Elements, easements and rights appurtenant thereto. Each such description shall be construed to include a non-exclusive easement for ingress and egress to an Owner's Unit and use of all of the General Common Elements together with the right to the exclusive use of the General Common Elements, easements and rights thereto.

8. Separate Assessment and Taxation - Notice to Assessor. The Association shall give written notice to the Assessor of the County of Eagle, State of Colorado, of the creation of any new Unit, as is provided by law and/or the Act, so that each Unit and the undivided interest in the General Common Elements appurtenant thereto shall be deemed a parcel and subject to separate assessment and taxation.

9. Ownership - Title. A Unit may be held and owned in any real property tenancy relationship recognized under the laws of the State of Colorado.

10. Non-Partitionability of General Common Elements. Except as allowed in this Declaration, the General Common Elements shall be owned in common by all of the Owners of the Units and shall remain undivided, and no Owner shall bring any action for partition or division of the General Common Elements. Nothing contained herein shall be construed as a limitation on the development or expansion rights of the Association or of the right of legal partition of a Unit between the Owners thereof, but such right of partition shall not be construed to mean a physical division or partition of a Unit, nor shall such right of partition affect in any way any other Unit.

11. Use of General and Limited Common Elements. Each Owner shall be entitled to exclusive ownership and possession of his Unit. Each Owner may use the General and Limited Common Elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners.

12. Use and Occupancy. The Units shall be used and occupied by the Owner, his family and their guests, his business invitees and his tenants and their guests.

13. Easements for Encroachments. If any portion of the General Common Elements encroaches upon a Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion of a Unit encroaches upon the General Common Elements, or upon an adjoining Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the General Common Elements or on the Units for purposes of marketability of title.

14. Termination of Mechanic's Lien Rights and Indemnification. Subsequent to the completion of the improvements described on the Map, thereafter no labor performed or materials furnished and incorporated in a Unit with the consent or at the request of the Unit Owner, his agent, his contractor or sub-contractor shall be the basis for filing of a lien against the Unit of any other Unit Owner not expressly consenting to or requesting the same, or against the General Common Elements. Each Owner shall indemnify and hold harmless each of the other Owners from and against all liability arising from the claim of any lien against the Unit of any other Owner or against the General Common Elements for construction performed or for labor, materials, services or other products incorporated in the Owner's Unit at such Owner's request. The provisions herein contained are subject to the rights of the Managing Agent or Board of Managers of the Association.

15. Administration and Management/Membership in the Association. The business affairs of the Condominium Community shall be managed by the Association. The administration and management of the Condominium Community shall be governed by this Declaration, the Map, Articles of Incorporation and the Bylaws of the Association. The Association may delegate, by written agreement, the duties, powers and functions of the Board of Managers to any person or firm to act as Managing Agent at an agreed compensation, which agreement shall be binding upon the Association and all Owners of the Units.

Every person who is a record Unit Owner of a fee interest in any Unit which is subject to this Declaration shall be a member of the Association, including contract sellers. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Ownership of such Unit shall be the sole qualification for such membership. Where more than one (1) person holds an interest in any Unit, all such persons shall be members.

The Association, through its Executive Board, shall perform functions and manage the Condominium Community, as provided in this Declaration, so as to protect the value and desirability of the Condominium Community and the Units and to further the interests of the residents, occupants, tenants and guests of the Condominium Community and members of the Association. Any purchaser of a Unit shall be deemed to have assented to, ratified and approved such designation and management. The Association shall have all power necessary or desirable to effectuate such purposes.

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

of the powers, authority and duties permitted or set forth in the Act. The Association shall have the power to assign its right to future income, including the right to assign its right to receive Common Expense Assessments, but only upon the affirmative vote of a sixty-seven percent (67%) of the votes of all Unit Owners.

The Executive Board of the Association shall determine the specifications, scope, extent, nature and parameters of the Association's maintenance responsibilities. The Association shall be responsible for: the maintenance, repair and replacement of the exterior of the buildings in which the Units are located; the improvement, maintenance, repair and replacement of the Common Elements and Limited Common Elements; including snow removal, landscape care and trash removal; the improvement, upkeep and maintenance, repair and reconstruction of landscaped areas in dedicated public rights of way or public easements; or for the payment of expenses which may be incurred by virtue of agreement with the Town of Vail or any other entity or requirement of any local governmental authority; and for such other maintenance and repair as set forth in this Declaration.

16. Certificate of Identity. There may be filed or recorded, from time to time, a certificate of identity and the addresses of the persons then comprising the management body of the Association (Managers and Officers) together with the identity and address of the Managing Agent, if any, with the Clerk and Recorder of Eagle County, Colorado and/or the Colorado Secretary of State.

17. Access to Units for Maintenance, Repair and Emergencies. The Owners shall have the irrevocable right, to be exercised by the Managing Agent or Board of Managers of the Association, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the General Common Elements therein or accessible therefrom; *provided, however*, that such right of access shall be immediate for making emergency repairs therein in order to prevent damage to the General Common Elements or to another Unit. Damage to the interior or any part of a Unit resulting from the maintenance, repair, emergency repair or replacement of any of the General Common Elements or as a result of emergency repairs within another Unit shall be a common expense of all of the Owners; *provided, however*, that if such damage is caused by negligent or tortious act of a Unit Owner, members of his family, his agent, employee, invitee, licensee or tenant, then such Unit Owner shall be responsible and liable for all of such damage. All damaged improvements shall be restored substantially to the same condition in which they existed prior to the damage. All maintenance, repairs and replacements of the General Common Elements, whether located inside or outside of Units (unless necessitated by the negligence, misuse or tortious act of a Unit Owner, in which case such expense shall be charged to such Unit Owner), shall be the common expense of all of the Owners. Such expenses shall be assessed as is provided in this Declaration.

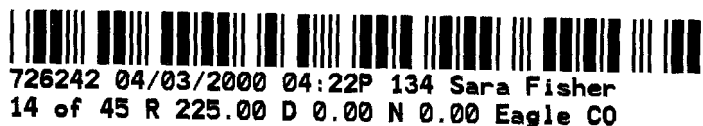
18. Owner's Maintenance Responsibility/Unit Boundaries. For purposes of maintenance, repair, alteration and remodeling, an Owner shall be deemed to own the interior non-supporting walls, the materials (such as, but not limited to, plaster, gypsum dry wall, paneling, wallpaper, paint, wall and floor tile and flooring, but not including the sub-flooring) making up the finished surfaces

of the perimeter walls, ceilings and floors within the Unit, including Unit doors and windows. The Owner shall not be deemed to own windows, doors, lines, pipes, wires, conduits or system (which for brevity are herein and hereafter referred to as utilities) running through his Unit which serve one or more other Units except as a tenant in common with the other Owners. Such utilities shall not be disturbed or relocated by an Owner without the written consent and approval of the Board of Managers. Such right to repair, alter and remodel is coupled with the obligation to replace any finished or other materials removed with similar or other types or kinds of materials. An Owner shall maintain and keep in repair the interior of his own Unit, including the fixtures thereof. All fixtures and equipment installed within the Unit commencing at a point where the utilities enter the Unit shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair the structural soundness or integrity of the building or impair any easement or hereditament. An Owner shall also keep the balcony area appurtenant to his Unit in a clean and sanitary condition. All other maintenance or repairs to any Limited Common Elements, except as caused or permitted by the Owner's negligence, misuse or neglect thereof, shall be a common expense of all the Owners.

The following are designated as boundaries of each Unit, as defined below and as depicted on the Map:

- (i) Upper Boundaries. The horizontal plane and/or incline plane of the unfinished lower surface of the ceilings, extended to an intersection with the vertical perimeter boundaries. Space above ceilings to which access is needed for repair and maintenance of the Unit and Common Elements above the Unit are Limited Common Elements to the Unit.
- (ii) Lower Boundaries. The horizontal plane of the undecorated or unfinished upper surfaces of the floors, extended to an intersection with the vertical perimeter boundaries.
- (iii) Vertical Perimeter Boundaries. The planes defined by the unfinished interior surface of all perimeter walls between adjoining Units, the exterior unfinished surface of doors to Common Elements, the exterior surface of closed exterior windows and doors, and the vertical planes indicated by boundary lines as shown on the Map.

19. Compliance with Provisions of Declaration, Bylaws of the Association. Each Owner shall comply strictly with the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, and the Rules and Regulations of the Association adopted pursuant thereto as the same may be lawfully amended or adopted from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, and for reimbursement for all attorneys fees incurred in connection therewith, which action shall be maintainable by the Managing Agent or Board of Managers in the name of the Association on behalf of the Owners or, in a proper case, by an aggrieved Owner.



20. Revocation or Amendment to Declaration. This Declaration shall not be revoked except as provided for in the Act.

Except as otherwise provided in this Declaration, and subject to provisions elsewhere contained in this Declaration requiring the consent of others, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time upon approval of at least sixty percent (67%) of the votes in the Association and with the written consent of the Association. Except to the extent expressly permitted in this Declaration or the Act, no amendment may create or increase any Development Rights or Special Declarant's Rights, increase the number of Units in the Community, or change the boundaries of any Unit or the Allocated Interests of a Unit, or the uses to which any Unit is restricted, in the absence of approval of at least eighty percent (80%) of the votes in the Association.

The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of the County of Eagle, State of Colorado, of a certificate setting forth the repeal or amendment in full and certifying that the repeal or amendment has been approved as set forth above, and containing the written consent and approval of the Association.

21. Additions, Alterations and Improvements of General and Limited Common Elements. There shall be no additions, alterations or improvements of or to the General and Limited Common Elements by the Association except pursuant to the budget process set forth in the Act.

22. Allocated Interests. There may be two classes of Units/Members within the Association if Development Rights are exercised, as set forth in this Declaration, to create new Units. If those rights are not exercised, there shall be just one class of Units/Members. If Development Rights are exercised, one class shall be the "Original Antlers Class" and the other "Antlers 2000 Class." The Original Antlers Class of Units shall consist of Units created and set forth in the Original Declaration and the Original Condominium Map and as set forth by class in the attached *Restated Exhibit B*, which exhibit may amended from time to time. The Antlers 2000 Class of Units shall consist of whole Units created by exercise of Development Rights set forth in this Declaration. The ownership interest in the Common Elements, General Common Expense liability and votes in the Association allocated to each Unit and are set as follows:

- (a) For Units in the Original Antlers Class, as set forth below:
  - (i) the percentage of ownership interest of the Common Elements, shall be and is allocated, as set forth in *Restated Exhibit B*;
  - (ii) the percentage of liability for Common Expenses, based on a budget for the Original Antlers Class of Owners of the Units allocated as set forth in *Restated Exhibit B*; except that if Units are combined, modified or otherwise enlarged, then common expenses for those Units may then be allocated, or re-allocated by the Association, based on square footage; and

- (iii) the number of total votes in the Association (a combination of the Original Antlers Class and the Antlers 2000 Class), on an equal basis for each Unit in the Community.
- (b) For Units in the Antlers 2000 Class, as set forth below:
  - (i) the percentage of ownership interest of the Common Elements, approximately based on square footage compared to the square footage of all Units in the Condominium Community, except as otherwise expressly provided in this Declaration;
  - (ii) the percentage of liability for Common Expenses, based on a budget for the Antlers 2000 Class of Owners of Units pursuant to the rights contained in this Declaration to be set forth on an *Exhibit B-1* to be prepared for those Units; allocated by square footage of that class of Units among the total square footage of Units in that class; and
  - (iii) the number of total votes in the Association (a combination of the Original Antlers Class and the Antlers 2000 Class), on an equal basis for each Unit in the Community.

23. Assessment for Common Expenses. All Owners shall be obligated to pay the assessments, either estimated or actual, imposed by the Board of Managers of the Association, by class, to meet the common expenses of each class. Each Unit Owner shall also be liable for an amount equal to allocated insurance premiums (based on risk) and for common heating and air conditioning (based on use).

The Limited Common Elements shall be maintained as General Common Elements, and Owners having exclusive use thereof shall not be subject to any special charges or assessments for the repair or maintenance thereof.

Assessments for the estimated common expenses shall be due in advance on the first day of each calendar quarter, or more frequently as may be determined by the Board of Managers or Managing Agent. The Managing Agent or Board of Managers shall prepare and deliver or mail to each Owner a statement for the estimated or actual common expenses, by class, if classes are established.

In the event the ownership of a Unit, title to which is derived from the Association commences on a day other than the first day of the assessment period, the assessment for that period shall be prorated.

The assessments made shall be based upon the cash requirements, by class, if classes are established, deemed to be such aggregate sum as the Managing Agent, or if there is no Managing Agent, then the Board of Managers of the Association shall from time to time determine is to be paid

by the Unit Owners, excluding the Association. Expenses, by class, may provide for the payment of all estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alterations and improvements of and to the General Common Elements, which sum may include, but shall not be limited to, expenses of management, premiums for fire insurance with extended coverage and vandalism and malicious mischief with endorsements attached issued in the amount of the maximum replacement value of all of the Units (including all fixtures, interior walls and partitions, decorated and finished surfaces of perimeter walls, floors and ceilings, doors and other elements or materials comprising a part of the Units, but which premium may be allocated among the Units based on risk, or provided for above), casualty and public liability and other insurance premiums, landscaping and care of grounds, common heating, common electricity, repairs and renovations, trash and garbage collections, wages, common water and sewer charges, legal and accounting fees, management and rental fees, expenses and liabilities incurred by the Managing Agent or Board of Managers on behalf of the Unit Owners under or by reason of this Declaration and the Bylaws of the Association, for any deficit remaining from a previous period; the creation of a reasonable contingency reserve, working capital and sinking funds as may be necessary and appropriate as well as any other costs and expenses relating to the General Common Elements. The omission or failure of the Board of Managers to fix the assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay the same. The Association may require each Owner to deposit and maintain with the Association an amount equal to one quarterly estimated assessment for use as working capital.

The Association annual Common Expense Assessments and such other Assessments as imposed by the Association, including fees, charges, late charges, attorney fees, fines and interest charged by the Association, shall be a charge on each Unit and shall be a continuing lien upon the Unit against which each such Assessment or charge is made. If any Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due. The personal obligation to pay any past due sums due the Association shall not pass to a successor in title unless expressly assumed by them. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted by any reason including, without limitation, any claim that the Association or the Executive Board is not properly exercising its duties and powers under this Declaration.

The Association shall have one budget, until and unless Development Rights are exercised. Upon exercise of Development Rights, the Association shall have two budgets, one for the Original Antlers Class of Units/Members and one for the Antlers 2000 Class of Units/Members. All budgets shall include maintenance, repair, replacement and improvement of the portions of the Community allocated or limited to use by or for the benefit of each class of Owner; and, an allocation, by class, of Common Expenses, and any other expense necessary or proper to the operation, management and upkeep of the Community, the Association and the Real Estate. Each budget, by class of Units, shall include, expenses for operating, maintaining, repairing, replacing and improving the exterior of the Buildings, the exterior parking and the landscaping on the Real Estate. Additionally, budgets by class shall be prepared for approval by only the Owners who are subject to the budget. Each budget shall be submitted to the Unit Owners, by class, for ratification pursuant to Section 303(4) of the Act

and as set forth in the Bylaws, as the Bylaws may be amended from time to time. A budget may be vetoed by votes of Owners representing a majority of the votes in the class for which the budget has been prepared.

24. Insurance. The Managing Agent, or if there is no Managing Agent, then the Board of Managers of the Association, shall obtain and maintain at all times insurance of the type and kind provided hereinabove and including for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other condominium buildings, fixtures, equipment and personal property, similar in construction, design and use, issued by responsible insurance companies authorized to do business in the State of Colorado. The insurance shall be carried in blanket policy form naming the Association the insured, as attorney-in-fact for all of the Unit Owners, which policy or policies shall identify the interest of each Unit Owner (Owner's name, Unit number, building designation), and which policy or policies shall provide a standard, non-contributory mortgagee clause in favor of each first mortgagee. It shall also provide that the policy cannot be canceled until after Ten (10 ) days' prior written notice is first given to each Owner and each first mortgagee. The Managing Agent, or if there is no Managing Agent, then the Board of Managers, shall also obtain and maintain, to the extent obtainable, public liability insurance in such limits as may from time to time be determined, covering each Unit Owner, each member of the Board of Managers, the Managing Agent and the resident manager. Such public liability coverage shall also cover cross liability claims of one insured against another and shall contain waivers of subrogation. Each Owner may obtain additional insurance at his own expense for his own benefit, provided that all such policies shall contain waivers of subrogation and provided further that the liability of the carriers issuing coverage shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

Insurance coverage on the furnishings and other items of personal property belonging to an Owner and casualty and public liability insurance coverage within each individual Unit shall be the responsibility of the Owner thereof.

25. Owners' Personal Obligation for Payment of Assessments. The amount of the common expenses assessed against each Unit, by class, if classes are established, shall be the personal and individual debt of the Owner thereof. No Owner may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his Unit. The maximum liability an Owner may have for payment of assessments to the Association shall be no greater than the value of the Owner's Unit as reasonably determined by the Association. Both the Board of Managers and Managing Agent shall have the responsibility to take prompt action to collect any unpaid assessment which remains unpaid. In the event of default in the payment of the assessment, the Unit Owner shall be obligated to pay interest at the rate of twelve percent (12%) per annum, or as set by the Executive Board, on the amount of the assessment from due date thereof, together with all expenses, including attorneys fees, incurred, together with such late charges as provided by the Bylaws of the Association. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing same.

26. Assessment Lien. All sums assessed but unpaid for the share of common expenses chargeable to any Unit shall constitute a lien on such Unit superior to all other liens and encumbrances, except only for tax and special assessments liens on the Unit in favor of any assessing Unit, and all sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance (except as allowed by the Act with regard to limited lien priority of the Association). To evidence such lien, the Board of Managers or the Managing Agent may prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of the accrued interest and late charges thereon, the name of the Owner of the Unit and a description of the Unit. Such a notice may be recorded in the office of the Clerk and Recorder of Eagle County, Colorado.

Such lien shall attach from the due date of the assessment. Such lien may be enforced by the foreclosure of the defaulting Owner's Unit by the Association in like manner as a mortgage on real property upon the recording of a notice or claim thereof. In any such proceedings the Owner shall be required to pay the costs, expenses and attorneys fees incurred for filing the lien, and in the event of foreclosure proceedings, all additional costs, all expenses and reasonable attorneys fees incurred. The Owner of the Unit being foreclosed shall be required to pay to the Association the monthly assessment for the Unit during the period of foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association shall have the power to bid in the Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. Any encumbrancer holding a lien on a Unit may pay, but shall not be required to pay, any unpaid common expenses payable with respect to such Unit, and upon such payment such encumbrancer shall have a lien on such Unit for the amounts paid of the same rank as the lien of his encumbrance without the necessity of having to record a notice or claim of such lien. Upon request of a mortgagee, the Association shall report to the mortgagee of a Unit any unpaid assessments remaining unpaid for longer than Twenty-five (25) days after the same are due; *provided, however*, that a mortgagee shall have furnished to the Managing Agent or to the Board of Managers notice of such encumbrance.

This section does not affect the priority of mechanics' or materialmen's liens. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. Sale or transfer of any Unit shall not affect the lien for said Assessments or charges except that sale or transfer of any Unit pursuant to foreclosure of any first lien security interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of Assessment charges, as provided by applicable state law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Unit from continuing liability for any Assessment charges thereafter becoming due, nor from the lien thereof.

27. Liability for Common Expense Upon Transfer of Unit is Joint. Upon payment to the Managing Agent, or if there is no Managing Agent, then to the Board of Managers of the Association, of a reasonable fee and upon the written request of any Owner or any mortgagee or prospective mortgagee of a Unit, the Association, by its Managing Agent or if there is no Managing

Agent, then by the financial officer of the Association, shall issue a written statement setting forth the amount of the unpaid common expenses, if any, with respect to the subject Unit, the amount, the amount of the current monthly assessment and the date that such assessment becomes due, credit for any advanced payments of common assessments, for prepaid items, such as insurance premiums, but not including accumulated amounts for reserves or sinking funds, if any which statement shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within fourteen (14) days, or as allowed by the Act, all unpaid common expenses which become due prior to the date of making such request shall be subordinate to the right of the person requesting such statement. The grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for the unpaid common assessments up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor amounts paid by the grantee therefor; *provided, however*, that upon payment of a reasonable fee, as is provided hereinabove, and upon written request, any such prospective grantee shall be entitled to a statement from the Managing Agent, or if there is no Managing Agent, then from the Board of Managers of the Association, setting forth the amount of the unpaid assessments, if any, with respect to the subject Unit, the amount of the current monthly assessment, the date that such assessment becomes due and credits for any advanced payments of common assessments, prepaid items, such as insurance premiums, which statement shall be conclusive upon the Association. Unless such request for such a statement shall be complied with within fourteen (14) days, or as allowed by the Act, after such request, then such requesting grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for any unpaid assessments against the subject Unit.

28. Mortgaging a Unit - Priority. An Owner shall have the right from time to time to mortgage or encumber his interest by deed of trust, mortgage or other security instrument. A first mortgage shall be one which has first and paramount priority under applicable law. The Owner of a Unit may create junior mortgages, liens or encumbrances on the following conditions:

(a) That any such junior mortgages shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, lien for common expenses and other obligations created by this Declaration, the Articles of Incorporation and the Bylaws of the Association; and

(b) That the mortgagee under any junior mortgage shall release, for the purpose of restoration of any improvements upon the mortgaged premises, all of his right, title, and interest in and to the proceeds under all insurance policies upon said premises by the Association. Such release shall be furnished forthwith by a junior mortgagee upon written request of one or more of the members of the Board of Managers of the Association, and if such request is not granted, such release may be executed by the Association as attorney-in-fact for such junior mortgagee.

29. Association as Attorney-in-Fact. This Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the property upon its destruction, for repair, reconstruction or obsolescence.



Title to any Unit is declared and expressly made subject to the terms and conditions hereof and acceptance by any grantee of a deed or other instrument of conveyance from the Association or from any Owner or grantee shall constitute appointment of the attorney-in-fact herein provided. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney in their name, place and stead for the purpose of dealing with the property upon its destruction or obsolescence as is hereinafter provided.

As attorney-in-fact the Association, by its President and Secretary or Assistant Secretary, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a Unit Owner which are necessary and appropriate to exercise the powers herein granted. Repair and reconstruction of the improvement(s) as used in the succeeding sub-paragraphs means restoring the improvement(s) to substantially the same condition in which they existed prior to the damage, with each Unit and the general and Limited Common Elements having substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purpose of repair, restoration, reconstruction or replacements unless the Owners and all first mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter.

(a) In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvement(s), shall be applied by the Association, as attorney-in-fact, to such reconstruction and the improvements shall be promptly repaired and reconstructed. The Association shall have full authority, right and power, as attorney-in-fact, to cause the repair and restoration of the improvements.

(b) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s) and if such damage is not more than sixty percent (60%) of the total replacement cost of all of the Units in this project, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of an assessment to be made against all of the Owners in the condominium project and their Units. Such deficiency assessment shall be a common expense and shall be apportioned according to each Owner's percentage interest in the General Common Elements and shall be due and payable within thirty (30) days after written notice thereof. The Association shall have full authority, right and power, as attorney-in-fact, to cause the repair or restoration of the improvements(s) using all of the insurance proceeds for such purpose, notwithstanding the failure of an Owner to pay the assessment. The assessment provided for herein shall be a debt of each Owner and a lien on his Unit and may be enforced and collected as is provided in this Declaration. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the Unit of any Owner refusing or failing to pay such deficiency assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the Unit of the delinquent Owner shall be sold by the Association, as attorney-in-fact, pursuant to the provisions of this paragraph. The delinquent Owner shall be required to pay to the Association the costs and expenses for filing the notices, interest at the rate of eight percent (8%) per annum on the amount of the assessment and all reasonable attorneys fees. The

proceeds derived from the sale of such Unit shall be used and disbursed by the Association, as attorney-in-fact, in the following order:

- (i) For the payment of taxes and special assessments liens in favor of any assessing entity and the customary expense of sale;
- (ii) For payment of the balance of the lien of any first mortgage;
- (iii) For payment of unpaid common expenses and all costs, expenses and fees incurred by the Association;
- (iv) For payment of junior liens and encumbrances in the order of and to the extent of their priority; and
- (v) The balance remaining, if any, shall be paid to the Unit Owner.

(c) If the insurance proceeds are insufficient to repair and reconstruct the damaged improvement(s) and if such damage is more than sixty percent (60%) of all of the Units in the condominium project, not including land, and if the Owners representing an aggregate ownership interest of fifty-one percent (51%) or more, of the General Common Elements of the condominium project do not voluntarily, within one hundred (100) days thereafter, make provisions for reconstruction, which plan must have the unanimous approval or consent of every first mortgagee, the Association shall forthwith record a notice setting forth such fact or facts; and upon the recording of such notice by the Association's President and Secretary or Assistant Secretary, the entire condominium project shall be sold by the Association pursuant to the provisions of this paragraph, as attorney-in-fact for all of the Owner's, free and clear of the provisions contained in this Declaration, the Map and the Bylaws. The insurance settlement proceeds shall be collected by the Association and such proceeds shall be divided by the Association according to each Owner's percentage interest in the General Common Elements, and such divided proceeds shall be paid into separate accounts, each such account representing one of the Units. Each such account shall be in the name of the Association and shall be further identified by the Unit designation and the name of the Owner. From each separate account the Association, as attorney-in-fact, shall forthwith use and disburse the total amount (of each) of such accounts, without contribution from one account to another, toward the partial or full payment of the lien of any first mortgage against the Unit represented by such separate account. Each such account shall be supplemented by the apportioned amount of the proceeds obtained from the sale of the entire condominium project. Such sales proceed apportioned shall be apportioned according to each Unit Owner's percentage interest in the General Common Elements. The total funds of each account shall be used and disbursed, without contribution from one account to another, by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in sub-paragraph (b) (1) through (5) of this paragraph.

If the Owners representing an aggregate ownership interest of fifty-one percent (51%), or more, of the General Common Elements of the condominium project adopt a plan for reconstruction, which plan has the unanimous approval of all first mortgagees, then all of the Owners shall be bound by the terms and other provisions<sup>3</sup> of such plan. Any

assessment made in connection with such plan shall be a common expense and made pro rata according to each Owner's percentage interest in the General Common Elements and shall be due and payable as provided by the terms of such plan, but not sooner than thirty (30) days after written notice thereof. The Association shall have full authority, right and power, as attorney-in-fact, to cause the repair or restoration of improvements using all of the insurance proceeds for such purpose, notwithstanding the failure of an Owner to pay the assessment. The assessment provided for herein shall be a debt of each Owner and a lien on his Unit and may be enforced and collected as is provided in this Declaration. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the Unit of any Owner refusing or failing to pay such assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the Unit of the delinquent Owner shall be sold by the Association. The delinquent Owner shall be required to pay to the Association the costs and expenses for filing the notices, interest at the rate of eight percent (8%) per annum on the amount of the assessment and all reasonable attorneys fees. The proceeds derived from the sale of such Unit shall be used and disbursed by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in sub-paragraph (b) (1) through (5) of this paragraph.

(d) The Owners representing an aggregate ownership interest of eighty percent (80%), or more, of the General Common Elements of the condominium project may agree that the General Common Elements are obsolete and adopt a plan for the renewal and reconstruction, which plan has the unanimous approval of all first mortgagees of record at the time of the adoption of such plan. If a plan for the renewal or reconstruction is adopted, notice of such plan shall be recorded and the expense of renewal and reconstruction shall be payable by all of the Owners as common expenses; *provided, however*, that an Owner not a party to such a plan for renewal or reconstruction may give written notice to the Association within fifteen (15) days after the date of adoption of such plan that such Unit shall be purchased by the Association for the fair market value thereof. The Association shall then have thirty (30) days thereafter within which to cancel such plan. If such plan is not canceled, the Unit of the requesting Owner shall be purchased according to the following procedures: If such Owner and the Association can agree on the fair market value thereof, then such sale shall be consummated within thirty (30) days thereafter. If the parties are unable to agree, the date when either party notifies the other that he or it is unable to agree with the other shall be the "commencement date" from which all periods of time mentioned herein shall be measured. Within ten (10) days following the commencement date, each party shall nominate in writing, and give notice of such nomination to the other party, an appraiser. If either party fails to make such a nomination, the appraiser nominated shall, within five (5) days after default by the other party, appoint and associate with him another appraiser. If the two designated or selected appraisers are unable to agree, they shall appoint another appraiser to be umpire between them, if they can agree on such person. If they are unable to agree upon such umpire, each appraiser previously appointed shall nominate two appraisers, and from the names of the four appraisers so nominated one shall be drawn by



lot by any judge of any court of record in Colorado, and the name so drawn shall be such umpire. The nominations from when the umpire is to be drawn by lot shall be submitted within ten (10) days of the failure of the two appraisers to agree, which, in any event, shall not be later than twenty (20) days following the appointment of the second appraiser. The decision of the appraisers as to the fair market value, or in the case of their disagreement, then such decision of the umpire shall be final and binding. The expenses and fees of such appraisers shall be borne equally by the Association and the Owner. The sale shall be consummated within fifteen (15) days thereafter, and the Association, as attorney-in-fact, shall disburse such proceeds for the same purposes and in the same order as is provided in sub-paragraph (b) (1) through (5) of this paragraph, except as modified herein.

(e) The Owners representing an aggregate ownership interest of eighty-five percent (85%), or more, of the General Common Elements of the condominium project may agree that the Units are obsolete and that the same should be sold. Such plan must have the unanimous approval of every first mortgagee. In such instance, the Association shall forthwith record a notice setting forth such fact or facts and upon the recording of such notice by the Association's President and Secretary or Assistant Secretary, the entire premises shall be sold by the Association, as attorney-in-fact for all of the Owners, free and clear of the provisions contained in this Declaration, the Map and the Bylaws. The sales proceeds shall be apportioned between the Owners on the basis of each Owner's percentage interest in the General Common Elements, and such apportioned proceeds shall be paid into separate accounts, each such account representing one Unit. Each such account shall be in the name of the Association and shall be further identified by the unit designation and the name of the Owner. From each separate account the Association, as attorney-in-fact, shall use and disburse the total amount (of each) of such accounts without contribution from one account to another for the same purposes and in the same order as is provided in sub-paragraph (b) (1) through (5) of this paragraph.

30. Personal Property or Other Property Acquired for Common Use. The Association, as attorney-in-fact for all of the Owners, may acquire and hold for the use and benefit of all of the Unit Owners real, tangible and intangible personal property and may dispose of the same by sale or otherwise. The beneficial interest in any such property shall be owned by all of the Unit Owners in the same proportion as their respective interests in the General Common Elements, and such interest therein shall not be transferable except with a conveyance of a Unit. A conveyance of a Unit shall transfer to the grantee ownership of the grantor's beneficial interest in such property without any reference thereto in the deed. Each Owner may use such property in accordance with the purpose for which it is intended without hindering or encroaching upon the lawful rights of the other Owners. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the beneficial interest in such personal property associated with foreclosed Unit.

31. Right of First Refusal by Owners. In the event any Owner of a Unit other than the Association shall wish to sell, lease or rent a Unit and shall have received a bona fide offer therefor from a prospective purchaser, lessee or tenant, the remaining Unit Owners in the condominium project shall be given written notice thereof, together with an executed or machine copy of such

offer. Such notice and a copy thereof shall be delivered to the Board of Managers who shall notify each of the Owners of such notice and offer. One or more of the Unit Owners, acting individually or through another Owner or Owners, shall have the right to purchase, lease or rent the subject Unit upon the same terms and conditions as set forth in the offer; provided that during the twenty (20) days period immediately following the notice, written notice of such election to purchase, lease or rent is given to the selling, leasing or renting Owner and a matching down payment or deposit is paid to escrow agent. Closing shall take place within ten (10) days thereafter.

As between Owners exercising such right of first refusal within such twenty (20) day period, a lottery shall be held by the Board of Managers within two (2) days of the expiration of such exercise period at a time and place designated by the Board of Managers whereby the name of each such Owner shall be placed in a common pool and each and every name shall be one at a time randomly drawn from such pool by a disinterested third party, and in the sequence in which their names are randomly drawn each such Owner shall have a priority and be given by the Board of managers a stated day and time of day by which to so purchase, lease or rent over all other Owners whose names are drawn subsequent to that of such Owner.

Time being of the essence herein, should any Owner who has priority to purchase, lease or rent fail to do so by his prescribed time on the date set for closing, then the Owner with the next priority as determined by the above-described drawing shall have the right to so purchase, lease or rent within his prescribed time on the date set for closing.

The right of first refusal herein provided shall not apply to leases, sub-leases or tenancies having a term of less than one hundred twenty (120) days, but any such lease or tenancy shall not be renewable nor extended except by compliance with the provisions herein.

In the event any Owner other than the Association shall attempt to sell, lease or rent his Unit without affording to the other Owners the right of first refusal herein provided, such sale, lease or rental shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser, lessee or tenant who shall be subject to eviction and removal, forcibly or otherwise, with or without process of law.

The sub-leasing or sub-renting of said interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The liability of the Owner under and by the provisions contained in this Declaration shall continue, notwithstanding the fact that he may have leased or rented said interests as provided herein.

In no case shall the right of first refusal reserved herein affect the right of an Owner to subject his Unit to a bona fide trust deed, mortgage or other security instrument.

The failure of or refusal by the Owners to exercise the right to so purchase, lease or rent shall not constitute or be deemed to be a waiver of such right to purchase, lease or rent when an Owner receives any subsequent bona fide offer from a prospective purchaser, lessee or tenant.

Except upon a transfer of title to a Public Trustee or a mortgagee, each and every conveyance by a grantor(s) of a Unit shall be for all purposes deemed to include and incorporate in such instrument of conveyance an agreement that the grantee carry out the provisions of the right of first refusal as provided in this paragraph.

32. Exemption from Right of First Refusal - First Mortgagees. In the event of any default on the part of any Owner under any first mortgage which entitles the holder thereof to foreclose same, any sale under such foreclosure, including delivery of a deed to the first mortgagee in lieu of such foreclosure, shall be made free and clear of the provisions of the right of first refusal, and the purchaser (or grantee under such deed in lieu of foreclosure) of such Unit shall be thereupon and thereafter subject to the provisions of this Declaration and the Bylaws of the Association. If the purchaser following such foreclosure sale (or grantee under deed given in lieu of foreclosure) shall be the then holder of the first mortgage, or its nominee, the said holder or nominee may thereafter sell and convey the Unit free and clear of the provisions of the right of first refusal, but its grantee shall thereupon and thereafter be subject to all of the provisions thereof.

33. Exemption from Right of First Refusal - Other. The following transfers are also exempt from the right of first refusal:

- (a) The transfer by operation of law of a deceased joint tenant's interest to the surviving joint tenant(s).
- (b) The transfer of a deceased's interest to a devisee by will or his heirs at law under intestacy laws.
- (c) The transfer of all or any part of a partner's interest as a result of withdrawal, death or otherwise, to the remaining partners carrying on the partnership business and/or to a person or persons becoming partners. A transfer of all or part of a partner's or partners' interests between one or more partners and/or to persons becoming partners.
- (d) The transfer of all or any part of an Owner's interest to a corporation; *provided, however*, that at least fifty percent (50%) of the stock of such corporation is thereafter owned and retained by that Owner. A transfer of stock by one or more shareholders of a corporation owning a Unit; *provided, however*, that at least fifty percent (50%) of the stock is retained by the shareholders of the corporation.
- (e) The transfer by gift.
- (f) The transfer of an Owner's interest to a trustee for his exclusive benefit.
- (g) The acquisition or transfer of any Unit by the Association.

Such persons, Owners, grantees or donees acquiring an interest shall be subject to all of the provisions of the right of first refusal except as is provided herein.

34. Certificate of Compliance - Right of First Refusal. Upon written request of any prospective transferor, purchaser, tenant or a prospective mortgagee of a Unit, the Managing Agent or the Association, by one of its officers, shall issue a written and acknowledged certificate in recordable form evidencing that:

(a) With respect to a proposed lease or sale, that proper notice was given by the selling or leasing Owner and that the remaining Owners did not elect to exercise their option to purchase or lease;

(b) With respect to a deed to a first mortgagee or its nominee in lieu of foreclosure, a deed from such mortgagee or its nominee, that the deeds were in fact given in lieu of foreclosure and were not subject to the provisions of Paragraph 30;

(c) With respect to any contemplated transfer which is exempt or is not in fact a sale or lease, that the transfer will not be subject to the provisions of the right of first refusal;

and such a certificate shall be conclusive evidence of the facts contained therein. The provisions set forth in this paragraph shall not apply to the sales and conveyances of Units made by the Association.


35. Registration of Mailing Address. Each Owner shall register his mailings address with the Association, and notices or demands intended to be served upon an Owner shall be sent by mail, postage prepaid, addressed in the name of the Owner at such registered mailing address.

36. General Reservations. The Association has the right to establish easements, reservations, exceptions and exclusions consistent with the condominium ownership of the Condominium Community for the best interests of all the Unit Owners and the Association in order to serve all of the Owners within the Condominium Community. Such reservation shall include the right to establish an Association office, a resident manager's apartment or employee housing, including those uses in Units 101 and 102.

37. General.

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

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

  
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38. Name and Type. The type of Common Interest Community is a Condominium Community. The name of the Community is "Antlers Condominiums Vail/Lionshead," also known as The Antlers Condominiums.

39. Utility and Map Easements. Easements for utilities and other purposes over and across the Units and Common Elements may be as shown upon the recorded Map of the Community, and as may be established pursuant to the provisions of this Declaration, or granted by authority reserved in any recorded document.

40. Right to Notice and Comment. Pursuant to C.R.S. §38-33.3-205(1)(o), whenever the Governing Documents require that an action be taken after "Notice and Comment," and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Further, any Unit Owner may give "Notice and Comment" to the Unit Owners of any matter affecting the Community, and Unit Owners shall then have the right to comment, orally or in writing, on the matter. Notice shall be given to each Unit Owner in writing, delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or notice shall be published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than three (3) days before proposed action is to be taken. The Notice shall invite comment to the Executive Board or a Unit Owner, orally or in writing before the scheduled time of any meeting.

41. Indemnification. To the full extent permitted by law, each officer and director of the Association shall be and are hereby indemnified by the Unit Owners and the Association against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon them in any proceeding to which they may be a party, or in which they may become involved, by reason of being or having been an officer or director of the Association, or any settlements thereof, whether or not they are an officer or director of the Association at the time such expenses are incurred; except in such cases wherein such officer or director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Executive Board approves such settlement and reimbursement as being in the best interests of the Association.

42. Number of Units. The number of Units initially included in the Community was seventy-two (72). The Association has the right to create and add Units up to twenty-four (24) additional Units or the maximum number of Units for the properties subject to this Declaration as allowed by any governmental entity having jurisdiction.

43. Unit Owners' Easements of Enjoyment. Every Unit Owner shall have a right and easement access to their Unit and of enjoyment in and to any Common Elements and such easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(a) The right of the Association to promulgate and publish rules and regulations which each Unit Owner and their guests shall strictly comply with;

(b) The right of the Association to suspend the voting rights and rights to use the Common Elements by a Unit Owner for any period during which any Assessment against their Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right, power and authority of the Association to grant any easement, right of way, license, lease, dedication, transfer or conveyance or grant of any similar interest affecting the Common Elements, to the extent permitted by the Act;

(d) The right of the Association to close or limit the use of the Common Elements while maintaining, repairing and making replacements in the Common Elements; and

(e) The Development and Special Declarant Rights of the Association as set forth in this Declaration.

44. Development Rights of the Association. The Association has the following Development Rights and Special Declarant Rights:

(a) the right to relocate boundaries between adjoining Units, enlarge Units, enlarge the Common Elements, reduce or diminish the size of Units, reduce or diminish the size of areas of the Common Elements, subdivide Units or complete or make improvements, as the same may be indicated on Maps filed of record or filed with the Declaration;

(b) the right to create or construct additional Units, Common Elements and Limited Common Elements, to subdivide Units and to convert Units into Common Elements or to convert Common Elements into Units;

(c) the right to exercise any Development Rights reserved or allowed in the Act;

(d) the right to amend the Declaration in connection with the exercise of any Development Right;

(e) the right to amend the Map in connection with the exercise of any Development Right; and

(f) the right to exercise any additional right created by any other provision of this Declaration.

(g) The right to maintain mobile and other sales offices, parking lots, management offices and models in new Units or on the Common Elements;

(h) The right to maintain signs and advertising on the Community;

(i) The right to establish, from time to time, by dedication or otherwise, public streets, utility and other easements for purposes including but not limited to public access, private access, paths, walkways, drainage, recreation areas, parking areas, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions and exclusions;

§

(j) The right to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair, maintenance or regulations of parking and/or recreational facilities and/or Common Elements, which may or may not be a part of the Community;

(k) The Association and its assignees expressly has the right to perform warranty work, and repairs and construction work and to store materials in secure areas, in Units and in Common Elements, and the future right to control such work and repairs, and the right of access thereto, until completion. All work may be performed without the consent or approval of any Unit Owner or holder of a security interest. The Association and its assignees have such an access easement through the Common Elements and an access easement through the Community as may be reasonably necessary for exercising rights in this Declaration. Such easement includes the right to place construction trailers on the Real Estate, and to construct underground utility lines, pipes, wires, ducts, conduits and other facilities across the Real Estate;

(l) The Association and its successors and assigns shall have an access easement to and from real property accessible through the Community; and

(m) The right to exercise any additional rights created by any other provision of this Declaration.

Subsequent to the initial Real Estate and Improvements made subject to the Original Declaration, any additional buildings, structures and types of Improvements to be placed on the Real Estate or any part thereof may be of such quality and type as the persons developing the same may determine, and those Improvements need not be of the same quality or type as the Improvements previously constructed on the Real Estate, nor of the same size, style or configuration. Any new subsequent Units may be located only within or upon the area presently shown as the parking structure, the same being allowed for future development.

Any rights created or reserved under this Article or the Act for the benefit of the Association may be exercised only after the affirmative vote of at least sixty-seven percent (67%) of the votes in the Association. Upon such vote, the rights may be exercised or transferred to any person by an instrument describing the rights transferred recorded in the real property records of the County of Eagle, State of Colorado. Such instrument shall be executed by the transferor and the transferee. The rights transferred may then be exercised in compliance with the requirements of C.R.S. § 38-33.3-210 and C.R.S. §38-33.3-209(6) without the further consent of the Association, any Unit Owners or any holders of security interest on a Unit.

45. Development Authorization Needed. The consent of holders of security interests shall not be required for exercise of any development rights, but the affirmative vote of at least sixty-seven percent (67%) of the votes in the Association, must be obtained, before the Association may proceed. The Association may exercise any reserved rights on all or any portion of the property in whatever order determined. The Association or its assignees shall not be obligated to exercise any rights or to expand the Community beyond the number of Units initially submitted.

46. Interpretation on Exercise of Development Rights. Recording of amendments to the Declaration and the Map pursuant to rights in this Declaration shall automatically effectuate the terms and provisions of that amendment. Further, such amendment shall automatically: (a) vest in each existing Unit Owner the reallocated Allocated Interests appurtenant to their Unit; and (b) vest in each existing security interest a perfected security interest in the reallocated Allocated Interests appurtenant to the encumbered Unit. Further, upon the recording of an amendment to the Declaration, the definitions used in this Declaration shall automatically be extended to encompass and to refer to the Community as expanded and to any additional improvements, and the same shall be added to and become a part of the Community for all purposes. All conveyances of Units after such amendment is recorded shall be effective to transfer rights in all Common Elements, whether or not reference is made to any amendment of the Declaration or Map. Reference to the Declaration or Map in any instrument shall be deemed to include all amendments to the Declaration or Map without specific reference thereto.

47. Special Rights of Holders of First Lien Security Interests. The provisions of this section are for the benefit of Eligible Holders. To the extent applicable, necessary or proper, the provisions of this section apply to both this Declaration and to the Articles and Bylaws of the Association. Eligible insurers and guarantors of a first lien security interest shall have the same rights as an Eligible Holder. Eligible Holders shall be entitled to:

- (a) timely written notice from the Association of any default by a mortgagor of a Unit in the performance of the mortgagor's obligations under this Declaration, the Articles, Bylaws or the rules and regulations, which default is not cured within sixty (60) days after the Association learns of such default;
- (b) examine the books and records of the Association during normal business hours;
- (c) receive a copy of financial statements of the Association, including any annual audited financial statement;
- (d) receive written notice of all meetings of the Executive Board or Members of the Association;
- (e) designate a representative to attend any such meetings;
- (f) written notice of any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (g) written notice of abandonment or termination of the Association of the plan contemplated under this Declaration;
- (h) thirty (30) days' written notice prior to the effective date of any proposed, material amendment to this Declaration, the Articles or Bylaws;

(i) thirty (30) days' written notice prior to the effective date of termination of any agreement for professional management of the Association or the Common Elements, when professional management had been required previously under the legal documents for the Community or by an Eligible Holder; and

(j) immediate written notice as soon as the Association receives notice or otherwise learns of any (i) damage in excess of twenty thousand dollars (\$20,000) to any portion of the Common Elements, or damage that effects the Unit on which the Eligible Holder holds a security interest, and (ii) condemnation or eminent domain proceedings or other proposed acquisition with respect to any portion of the Common Elements or any Units.

48. First Lien Security Interests Special Approvals. Unless at least sixty-seven percent (67%) of the Eligible Holders of first lien security interests (based on one (1) vote for each mortgage owned) of Units in the Association and requisite Unit Owners have given their written approval, neither the Association nor any Member shall:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements or any improvements thereon which are owned, directly or indirectly, by the Association (except that the granting of access easements, utility easements, drainage easements and water facilities easements or easements for other public purposes consistent with the intended use of such Real Estate by the Association shall not be deemed within the meaning of this provision);

(b) change the method of determining the obligations, Assessments or other charges which may be levied against Members or the method of allocating distributions of hazard insurance policy proceeds or condemnation awards;

(c) by act or omission change, waive or abandon any scheme or regulation, or enforcement thereof, pertaining to architectural approval of improvement of Units, including the architectural design of the exterior appearance of Units, or the upkeep of the Common Elements;

(d) fail to maintain the casualty, fire and extended coverage insurance as elsewhere provided in this Declaration;

(e) use hazard insurance proceeds for losses other than the repair, replacement or reconstruction of the improvements which were damaged or destroyed;

(f) take action to terminate the legal status of the Community after substantial destruction or condemnation occurs;

(g) amend any material provision of this Declaration; and

(h) establish self-management by the Association when professional management has previously been required by the legal documents for the Community or by an Eligible Holder. An amendment shall not be deemed material if it is for the purpose of correcting

technical errors or for clarification only. If an Eligible Holder of a first lien security interest receives written request for approval of the proposed act, omission, change or amendment by certified or registered mail, with a return receipt requested, and does not deliver or post to the requesting party a negative response within thirty (30) days, it shall be deemed to have approved such request.

49. First Lien Security Interests Right to Pay Taxes and Insurance Premiums. Any holder of a first lien security interest shall be entitled to pay any taxes or other charges which are in default and which may or have become a lien against a Unit or any of the Common Elements and may pay any overdue premiums on hazard insurance policies or secure new hazard insurance coverage for the Common Elements or Units, and the holder of a first lien security interest making such payments shall be entitled to immediate reimbursement therefor from the Association.

50. Enforcement. The Association or a Unit Owner may enforce the restrictions, conditions, covenants and reservations imposed by the provisions of this Declaration by proceedings at law or in equity against any person or persons, either to recover damages for such violation, including reasonable attorney fees incurred in enforcing these covenants, or to restrain such violation or attempted violation. Failure of the Association or of any Unit Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

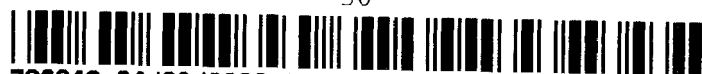
52. Term of Declaration. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

53. Validity of Amendments. As provided by the Act, any action to challenge the validity of an amendment of this Declaration must be brought within one (1) year after the amendment is recorded in the real property records of the County of Eagle, State of Colorado.

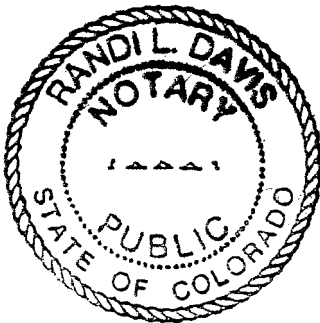
54. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development of the Units and of promoting and effectuating the fundamental concepts as set forth in the recitals of this Declaration. This Declaration shall be construed and governed under the laws of the State of Colorado.

55. Singular Includes the Plural. Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine and neuter.

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IN WITNESS WHEREOF, the Association has caused this AMENDED AND RESTATED DECLARATION OF ANTLERS CONDOMINIUMS VAIL/LIONSHEAD to be executed by its duly authorized officers this 18th day of March, 2000.



My Commission Expires Dec. 8, 2001

THE ANTLERS CONDOMINIUM ASSOCIATION, INC., a Colorado nonprofit corporation,

By: Carol H. Cockrum  
Carol Cockrum, President

By: Tom Riedel  
Tom Riedel, Secretary

STATE OF COLORADO )  
COUNTY OF Eagle ) ss.

The foregoing Declaration was acknowledged before me by Carol Cockrum, as President of Antlers Condominium Association, Inc., a Colorado nonprofit corporation, on this 18<sup>th</sup> day of March, 2000.

Witness my hand and official seal.

Randi L. Davis  
Notary Public

My commission expires: 12/8/01

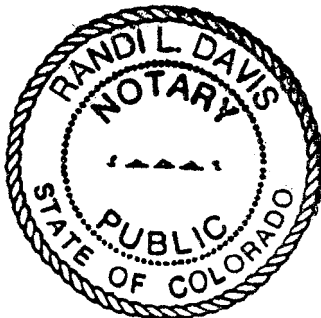
STATE OF COLORADO )  
COUNTY OF Eagle ) ss.

The foregoing Declaration was acknowledged before me by Tom Riedel, as Secretary of the Antlers Condominium Association, Inc., a Colorado nonprofit corporation, on this 18<sup>th</sup> day of March, 2000.

Witness my hand and official seal.

Randi L. Davis  
Notary Public

My commission expires: 12/8/01



My Commission Expires Dec. 8, 2001



***RESTATED EXHIBIT A***

**REAL ESTATE**

Lot Three (3), Block One (1), Vail/Lionshead, Third Filing,  
according to the recorded plat thereof, County of Eagle, State  
of Colorado.




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## ***EXHIBIT A-1***

### **EASEMENTS AND LICENSES**

The Community is subject to the terms, conditions, obligations and provisions of the documents and exceptions to title of record, including the following:

1. United States Patent recorded September 4, 1923 in Book 93 at Page 98.
2. Utility easement 5 feet in width along southerly line of Lot 3, Block 1, Vail/Lionshead, Third Filing and utility easement and pedestrian easement 10 feet in width along the westerly line and northwesterly line, all s shown on the plat of Vail/Lionshead, Third Filing recorded as Reception No. 117682.
3. Restrictions as contained in instrument recorded July 30, 1970 in Book 218 at Page 334 as Reception No. 113925.
4. Easement granted to Cablevision Associates VI dba Heritage Cablevision, Inc. by Antlers Condominium Association in the document recorded June 23, 1983 in Book 362 at page 244 as Reception No. 258571.
5. Easement granted to TCI Cablevision Rockies, Inc., Cablevision VI Inc by Antlers Condominium Association, recorded November 21, 1996 in Book 712 at Page 12 as Reception No. 607989.
6. Statement of Election recorded at Reception No. 666288, on August 17, 1998.
7. Other documents and exceptions to title of record.

  
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**RESTATED EXHIBIT B**  
**UNITS/ALLOCATED INTERESTS**

BUILDING	UNIT NO.	CLASS	APPURTENANT UNDIVIDED INTEREST (%)
2	101	Original Antlers	1.281
2	102	Original Antlers	1.281
1	103	Original Antlers	1.281
1	104	Original Antlers	1.281
1	105	Original Antlers	1.281
1	106	Original Antlers	1.281
1	107	Original Antlers	1.281
1	108	Original Antlers	1.273
1	109	Original Antlers	1.281
1	110	Original Antlers	1.281
1	111	Original Antlers	1.281
1	112	Original Antlers	1.281
2	201	Original Antlers	1.281
2	202	Original Antlers	1.281
1	203	Original Antlers	1.281
1	204	Original Antlers	1.281
1	205	Original Antlers	1.281
1	206	Original Antlers	1.281
1	207	Original Antlers	1.281
1	208	Original Antlers	1.281
1	209	Original Antlers	1.281
1	210	Original Antlers	1.281
1	211	Original Antlers	1.281
1	212	Original Antlers	1.281

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BUILDING	UNIT NO.	CLASS	APPURTENANT UNDIVIDED INTEREST (%)
2	301	Original Antlers	1.281
2	302	Original Antlers	1.281
1	303	Original Antlers	1.281
1	304	Original Antlers	1.281
1	305	Original Antlers	1.281
1	306	Original Antlers	1.281
1	307	Original Antlers	1.281
1	308	Original Antlers	1.281
1	309	Original Antlers	1.281
1	310	Original Antlers	1.281
1	311	Original Antlers	1.281
1	312	Original Antlers	1.281
2	401	Original Antlers	1.281
2	402	Original Antlers	1.281
1	403	Original Antlers	1.281
1	404	Original Antlers	1.281
1	405	Original Antlers	1.281
1	406	Original Antlers	1.281
1	407	Original Antlers	1.281
1	408	Original Antlers	1.281
1	409	Original Antlers	1.929
1	410	Original Antlers	1.929
1	411	Original Antlers	1.929
1	412	Original Antlers	1.929
2	501	Original Antlers	1.281
2	502	Original Antlers	1.281
1	503	Original Antlers	1.281



BUILDING	UNIT NO.	CLASS	APPURTENANT UNDIVIDED INTEREST (%)
1	504	Original Antlers	1.281
1	505	Original Antlers	1.281
1	506	Original Antlers	1.281
1	507	Original Antlers	1.281
1	508	Original Antlers	1.281
2	601	Original Antlers	1.281
2	602	Original Antlers	1.281
1	603	Original Antlers	1.281
1	604	Original Antlers	1.281
1	605	Original Antlers	1.281
1	606	Original Antlers	1.281
1	607	Original Antlers	1.281
1	608	Original Antlers	1.281
2	701	Original Antlers	1.929
2	702	Original Antlers	1.929
1	703	Original Antlers	1.929
1	704	Original Antlers	1.929
1	705	Original Antlers	1.929
1	706	Original Antlers	1.929
1	707	Original Antlers	1.929
1	708	Original Antlers	1.929
	<b>TOTAL UNITS 72</b>	<b>72</b>	<b>100</b>

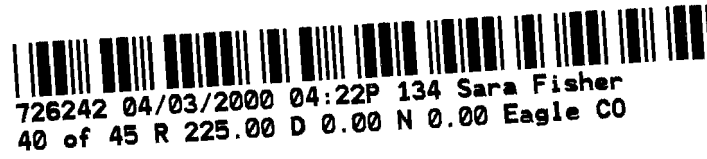


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*EXHIBIT B-1*

**UNITS AS MAY BE CREATED**

None yet. Units may be created and added only as allowed for in the Declaration.



## ***RESTATED EXHIBIT C***

### **PARKING**

Parking Spaces. The separate areas for parking of vehicles ARE depicted on the Map, as amended from time to time. Each such space, for brevity, is hereinafter referred to as “parking space.” No physical or other division of an individual parking space shall be permitted or made.




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*EXHIBIT D*

*COURT ORDER APPROVING  
THIS AMENDED AND RESTATED DECLARATION*

[ATTACHED]

  
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DISTRICT COURT, COUNTY OF EAGLE, STATE OF COLORADO MAR 28 2000

Case No. 99 CV 619

EAGLE COUNTY, COLORADO  
BY \_\_\_\_\_

**COURT ORDER APPROVING "AMENDED AND RESTATED DECLARATION OF  
ANTLERS CONDOMINIUMS VAIL/LIONSHEAD" PURSUANT TO C.R.S. §38-33.3-  
217(7)**

Antlers Condominiums Vail/Lionshead Corporation, d/b/a Antlers Condominium  
Association, Inc., a Colorado Nonprofit Corporation,

Petitioner.

THIS MATTER comes before the Court for hearing on February 14, 2000. After reviewing the pleadings filed in the matter and considering the statements of Counsel the Court makes the following Findings of Fact and Conclusions of Law and Orders:

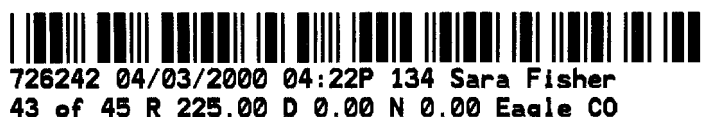
Findings of Fact

1. The Antlers Condominiums Vail/Lionshead Corp., aka the Antlers Condominium Association, Inc., ("Association") has complied with the requirements of C.R.S. §38-33.3-217(7). Specifically, the Association has notified its Owners on August 20, 1999 and on December 2, 1999 of the Amended and Restated Condominium Declaration for Antlers Condominiums Vail/Lionshead recorded in the real property records of Eagle County, Colorado at Book 224, Page 119 ("Declaration"), as set forth in the Amended and Restated Declaration of Antlers Condominiums Vail/Lionshead ("Amended and Restated Declaration"). This was done pursuant to the notice requirements set forth in the Association's Bylaws.

2. The members of the Association discussed the proposed Amended and Restated Declaration at length at the September 4, 1999 annual meeting. After the discussion, the Association solicited the consent of the owners present.

3. As of December 14, 2000, the Association obtained approval from owners representing eighty-three percent (83%) of the undivided interest in the general common elements. Paragraph 20 of the existing Declaration requires approval of owners representing 60% of the undivided interest in the general common elements in order to be amended.

4. As of February 14, 2000, the Association has obtained approval from eleven mortgagees (approximately 33%) of lenders holding first mortgages or deeds of trust on Units within the Association. Paragraph 20 of the existing Declaration requires approval of 100% of the holders of first mortgages or deeds of trust.



5. Notice of the Petition was mailed to all of the owners of Units within the Association, to lenders holding first mortgages or deeds of trust who notified the Association of their desire to be notified of proposed amendments, and to the Declarant.

6. A hearing regarding the petition was held on February 14, 2000 before this Court.

7. Owners representing less than fifteen percent (15%) of the undivided interest in the general common elements filed written objections with this Court prior to the hearing conducted on February 14, 2000. The percentage of owners objecting to the Petition is less than thirty-three percent (33%) of the undivided interest in the general common elements. The objections filed were based on 1) the assertion that the statute was unconstitutional; 2) the assertion that the Amended and Restated Declaration terminated the previous Declaration; and 3) the assertion that the Amended and Restated Declaration alters the allocated interests of the Owners by changing the percentages of votes required for the Association to take certain actions.

8. No lenders holding mortgages or deeds of trust on Units within the Association have filed written objections to the amendments.

9. Having reviewed the objections filed, and having held the hearing required, the Court finds that none of the objections state a reason for which the Court could refuse to grant the Petition. The Court finds that the Amended and Restated Declaration does not change the allocated interests of an owner, that the Association has complied with the requirements set forth in Section 38-33.3-217(7), that objections were not filed from owners owning more than thirty-three percent (33%) of the undivided interest in the general common elements, from more than thirty-three percent (33%) of the mortgagees or from the Declarant, the federal housing administration or the veterans administration.

10. The previously existing Declaration requires approval from owners representing sixty percent (60%) of the undivided interest in the general common elements to make amendments to it. The Association obtained more than the requisite percentage of consent to the proposed Amended and Restated Declaration.

11. The Declaration does not require the approval of the federal housing administration or the veterans administration.

12. The Association has satisfied all of the requirements of C.R.S. §38-33.3-217(7).

13. The proposed Amended and Restated Declaration does not terminate the Declaration. The preponderance of the evidence and application of plain language of the original Declaration indicates that the proposed Amended and Restated Declaration

is an amendment, and not a termination.

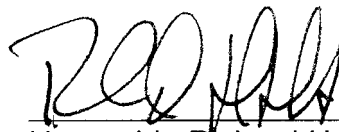
14. The proposed Amended and Restated Declaration does not change the allocated interests of the unit owners. Specifically, the proposed Amended and Restated Declaration does not change each Owners individual interest in the common elements, including common expense obligations. Although the amendment may change some of the voting consequences of one vote, it does not change each unit's one vote.

15. The statute on which this proceeding is based is not unconstitutional as an impairment of contract. The Declaration, as it was originally written and as it has been amended, could lead to the impairment of rights, but that is the nature of contractual obligations. The statute, C.R.S. §38-33.3-217(7), is a reasonable response to exigencies developing over a number of years. Objectors have not demonstrated beyond a reasonable doubt that the statute is unconstitutional.

Based upon these Findings of Fact and Conclusions of Law and pursuant to the requirements of C.R.S. §38-33.3-217(7)(e) and (f), it is hereby ORDERED that the Amended and Restated Declaration for the Antlers Condominiums Vail/Lionshead is approved by this Court and shall be binding upon all Owners and shall have the same legal effect as if were adopted pursuant to the amendment requirements set forth in the Declaration upon recording with the Eagle County Clerk and Recorders' office of the Amended and Restated Declaration with this Order attached. It is further ORDERED that the Association record a copy of the approved Amended and Restated Declaration together with a copy of this Order with the Clerk and Recorder's office for Eagle County, Colorado.

NUNC PRO TUNC. 2/14/00

BY THE COURT:



Honorable Richard H. Hart

3/28/00

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***FIRST SUPPLEMENTAL DECLARATION***  
***OF***  
***ANTLERS CONDOMINIUMS VAIL/LIONSHEAD,***  
***a Condominium Community***

**THIS SUPPLEMENTAL DECLARATION** is made by the Antlers Condominium Association, Inc., a Colorado nonprofit corporation (the “**Association**”) with an address of (1) 680 West Lionshead Place, Vail, Colorado 81657 and (2) in care of the registered agent and office as maintained by the Association at the office of the Colorado Secretary of State.

***R E C I T A L S***

- A. Antlers Associates executed and recorded the Condominium Declaration for the “Antlers Condominiums Vail/Lionshead” Condominiums (the “**Initial Declaration**”), in the records in the Office of the Clerk and Recorder of the County of Eagle, State of Colorado on May 16, 1972 at Book 224, Page 119.
- B. Antlers Associates also executed and recorded the Condominium Map for the “Antlers Condominiums Vail/Lionshead” (the “**Original Condominium Map**”) in the records of the Clerk and Recorder for the County of Eagle, State of Colorado on December 19, 1972 in Book 226 at Page 820 at Reception No. 1226260.
- C. The Initial Declaration was supplemented by an election of the Owners to be treated as a Common Interest Community subject to the provisions of the Colorado Common Interest Ownership Act (defined below as the “Act”), and a “Statement of Election” therefore was executed by an authorized agent of the Association, and filed of record with the Clerk and Recorder of the County of Eagle, State of Colorado, at Reception No. 666288 on August 17, 1998.
- D. The Initial Declaration, as supplemented, is referred to herein as the “**Original Declaration.**”
- E. The Original Declaration was then amended and restated into an “Amended and Restated Declaration for Antlers Condominiums Vail/Lionshead, a Condominium Community,” recorded with the Eagle County Clerk and Recorder at Reception No. 726242 on April 3, 2000 (the “**Declaration**”).
- F. On February 14, 2000, the District Court for Eagle County, Colorado approved the Declaration pursuant to the provisions of C.R.S. §38-33.3-217(7), which statute allowed the Court to approve amendments so long as no more than thirty-three percent (33%) of the Owners or thirty-three percent (33%) of the mortgage holders object to the proposed amendment. Only three owners, representing less than fifteen percent (15%) of the votes in the Association and no mortgage holders objected to the proposed amendments. The Order approving the Declaration, as entered by the District Court for Eagle County, Colorado on March 28, 2000, is attached to the Declaration as Exhibit D.
- G. Paragraph 44 of the Declaration provides expansion and other rights to the Community and to the Association, upon vote and action of the requisite percentage of members. Paragraph 44 of the Declaration requires approval from at least sixty-seven percent (67%) of the votes in the Association for the exercise of development rights set forth in the Declaration.

H. The vote required for exercise of development rights has recently occurred, and eighty-five percent (85%) of the votes in the Association, more than the requisite percentage of members, have affirmatively voted and authorized the Association to make improvements and construct additional Units in the Community, on a portion of the General Common Elements upon which the parking garage and vehicular entrance to the Condominiums were previously constructed. The area on which the development rights approved by the members will be exercised is shown as the cross-hatched area on a supplemental map to be filed along with this instrument.

I. Of the area shown as cross-hatched on the supplemental map, the Supplemental Declaration begins to designate portions of the existing General and Limited Common Elements for separate ownership and uses of a residential nature, and the Supplemental Declaration also begins to re-designate portions of the existing General and Limited Common Elements as General and Limited Common Elements for co-ownership by the Unit Owners.

J. The completion of the Units to be created and the General and Limited Common Elements to be created, on the area shown as cross-hatched on the supplemental map, is subject to the following:

1. Demolition of the area shown with cross-hatching (the area has been demolished as of the date of this instrument);
2. Construction of the New Units and new General and Limited Common Elements on the area shown with cross-hatching;
3. Preparation of a supplemental map and a supplemental declaration for the Units and General Common Elements to be constructed on the area shown with cross-hatching and as authorized by this Supplemental Declaration and as constructed by the Association's contractor and certified to by a land surveyor, as required by the Act;
4. A resolution of the Board of Directors of the Association approving the subsequent supplemental map and supplemental declaration previously referenced; and
5. Execution of the supplemental map and supplemental declaration, as previously referenced, by authorized officers of the Association.

K. Subject to the above five (5) conditions, the Community and the Association desire to begin to exercise rights to expand the Condominium Community to create additional condominium units, as set forth below, which development rights are to be finished and fully exercised upon completion of construction, preparation and recording of a supplement to the Condominium Map for the Units to be created, which supplemental Map shall be executed by officers of the Association subsequent to this supplemental declaration, upon preparation and recording of a supplemental declaration, and upon substantial completion of construction of the new condominium units.

NOW THEREFORE, the Community and the Association hereby declare as follows:

1. Initial Identification of Proposed Additional Units. The Community and the Association hereby initially identify development rights on and as part of the General Common Elements of the Condominium Community, to be exercised to create Units to be added to the Condominium Community, which initially identified development rights are identified in the cross-hatched area of a

supplemental condominium map filed along with this Supplemental Declaration, and which proposed additional Units are set forth in *Exhibit B-1* attached hereto and incorporated herein by referenced and which initially identified additional Units are to also be more definitively described in a supplemental Condominium Map. The allocated interests projected for the Community and all Units, upon completion of construction of the new proposed additional Units, and upon compliance with the five (5) conditions set forth in this Supplemental Declaration, are as set forth in the attached *Projected Amended and Restated Exhibit B*.

2. Number of Units/Allocated Interests. Immediately upon the recording of a subsequent supplemental declaration and a subsequent supplemental condominium map, including certificates of compliance with the five (5) conditions set forth below by officers of the Association, or as appropriate, a land surveyor, in one or both of those documents, the total number of Units in the Condominium Community and their allocated interests shall be as stated in an *Amended and Restated Exhibit B* to be attached to the subsequent supplemental declaration, in substantially the same allocations as set forth in the attached *Projected Amended and Restated Exhibit B* incorporated herein by reference.

3. Definitions. Unless otherwise defined herein, initially capitalized terms defined in the Declaration shall have the same meaning herein.

4. Conditions Precedent to Completion of Exercise of Development Rights. The development rights which have begun to be exercised by virtue of the recording of this Supplemental Declaration shall be completed upon the occurrence of the following conditions:

- a. Demolition of the area shown on the supplemental map with cross-hatching (the area has been demolished as of the date of this instrument);
- b. Completion of construction of the New Units and new General and Limited Common Elements on the area shown on the supplemental map with cross-hatching;
- c. Preparation of a supplemental map and a supplemental declaration for the Units and General Common Elements to be constructed on the area shown on the supplemental map with cross-hatching and as authorized by this Supplemental Declaration and as constructed by the Association's contractor and certified to by a land surveyor, as required by the Act;
- d. Execution of a resolution of the Board of Directors of the Association approving the supplemental map and supplemental declaration previously referenced and certification of compliance with the conditions set forth in this paragraph; and
- e. Execution and recordation of the supplemental map and supplemental declaration, as previously referenced, by authorized officers of the Association.

5. Completion of Exercise of Development Rights. This Supplemental Declaration shall constitute the initial step in the exercise of development rights on and as a part of the General Common Elements authorized by approval of this Supplemental Declaration. The Association's authority to continue to exercise development rights for the purposes approved by this Supplemental Declaration shall continue until the execution and recordation of the supplemental map and supplemental declaration.

**IN WITNESS WHEREOF**, the undersigned Association has hereunto set its hand and seal as of the day and year first above written.

THE ANTLERS CONDOMINIUM ASSOCIATION, INC., a Colorado nonprofit association

By: \_\_\_\_\_

By: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Supplemental Declaration was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, and \_\_\_\_\_, as \_\_\_\_\_, of Antlers Condominium Association, Inc., a Colorado Nonprofit Association.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Supplemental Declaration was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, and \_\_\_\_\_, as \_\_\_\_\_, of Antlers Condominium Association, Inc., a Colorado Nonprofit Association.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

***EXHIBIT A-1***

**INITIAL IDENTIFICATION OF PROPOSED NEW UNITS**

<b>BUILDING</b>	<b>UNIT No.</b>	<b>CLASS / EXPENSE LIABILITY BY CLASS</b>	<b>APPROXIMATE / ESTIMATED SQUARE FOOTAGE</b>
TBD	314	ANTLERS 2000 / TBD	1190
TBD	315	ANTLERS 2000 / TBD	1190
TBD	316	ANTLERS 2000 / TBD	1100
TBD	317	ANTLERS 2000 / TBD	1100
TBD	318	ANTLERS 2000 / TBD	1100
TBD	320	ANTLERS 2000 / TBD	1100
TBD	321	ANTLERS 2000 / TBD	1100
TBD	414	ANTLERS 2000 / TBD	1190
TBD	415	ANTLERS 2000 / TBD	1190
TBD	416	ANTLERS 2000 / TBD	1190
TBD	417	ANTLERS 2000 / TBD	1100
TBD	418	ANTLERS 2000 / TBD	1100
TBD	420	ANTLERS 2000 / TBD	1100
TBD	421	ANTLERS 2000 / TBD	1100
TBD	514	ANTLERS 2000 / TBD	1190
TBD	515	ANTLERS 2000 / TBD	1190
TBD	516	ANTLERS 2000 / TBD	1100
TBD	517	ANTLERS 2000 / TBD	1100
TBD	518	ANTLERS 2000 / TBD	1930
TBD	519	ANTLERS 2000 / TBD	1930
TBD	520	ANTLERS 2000 / TBD	1100
TBD	521	ANTLERS 2000 / TBD	1100
TBD	620	ANTLERS 2000 / TBD	2060
TBD	621	ANTLERS 2000 / TBD	2060
	<b>TOTAL UNITS 24</b>		30,520

***PROJECTED AMENDED AND RESTATED EXHIBIT A***

**UNITS/ALLOCATED INTERESTS**

<b>BUILDING</b>	<b>UNIT No.</b>	<b>CLASS / EXPENSE LIABILITY BY CLASS</b>	<b>SQUARE FOOTAGE</b>	<b>PERCENTAGE OWNERSHIP INTEREST IN COMMON ELEMENTS</b>
2	101	ORIGINAL ANTLERS / TBD	TBD	TBD
2	102	ORIGINAL ANTLERS / TBD	TBD	TBD
1	103	ORIGINAL ANTLERS / TBD	TBD	TBD
1	104	ORIGINAL ANTLERS / TBD	TBD	TBD
1	105	ORIGINAL ANTLERS / TBD	TBD	TBD
1	106	ORIGINAL ANTLERS / TBD	TBD	TBD
1	107	ORIGINAL ANTLERS / TBD	TBD	TBD
1	108	ORIGINAL ANTLERS / TBD	TBD	TBD
1	109	ORIGINAL ANTLERS / TBD	TBD	TBD
1	110	ORIGINAL ANTLERS / TBD	TBD	TBD
1	111	ORIGINAL ANTLERS / TBD	TBD	TBD
1	112	ORIGINAL ANTLERS / TBD	TBD	TBD
2	201	ORIGINAL ANTLERS / TBD	TBD	TBD
2	202	ORIGINAL ANTLERS / TBD	TBD	TBD
1	203	ORIGINAL ANTLERS / TBD	TBD	TBD
1	204	ORIGINAL ANTLERS / TBD	TBD	TBD
1	205	ORIGINAL ANTLERS / TBD	TBD	TBD
1	206	ORIGINAL ANTLERS / TBD	TBD	TBD
1	207	ORIGINAL ANTLERS / TBD	TBD	TBD
1	208	ORIGINAL ANTLERS / TBD	TBD	TBD
1	209	ORIGINAL ANTLERS / TBD	TBD	TBD
1	210	ORIGINAL ANTLERS / TBD	TBD	TBD
1	211	ORIGINAL ANTLERS / TBD	TBD	TBD
1	212	ORIGINAL ANTLERS / TBD	TBD	TBD

2	301	ORIGINAL ANTLERS / TBD	TBD	TBD
2	302	ORIGINAL ANTLERS / TBD	TBD	TBD
1	303	ORIGINAL ANTLERS / TBD	TBD	TBD
1	304	ORIGINAL ANTLERS / TBD	TBD	TBD
1	305	ORIGINAL ANTLERS / TBD	TBD	TBD
1	306	ORIGINAL ANTLERS / TBD	TBD	TBD
1	307	ORIGINAL ANTLERS / TBD	TBD	TBD
1	308	ORIGINAL ANTLERS / TBD	TBD	TBD
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1	310	ORIGINAL ANTLERS / TBD	TBD	TBD
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1	312	ORIGINAL ANTLERS / TBD	TBD	TBD
TBD	314	ANTLERS 2000 / TBD	TBD	TBD
TBD	315	ANTLERS 2000 / TBD	TBD	TBD
TBD	316	ANTLERS 2000 / TBD	TBD	TBD
TBD	317	ANTLERS 2000 / TBD	TBD	TBD
TBD	318	ANTLERS 2000 / TBD	TBD	TBD
TBD	320	ANTLERS 2000 / TBD	TBD	TBD
TBD	321	ANTLERS 2000 / TBD	TBD	TBD
2	401	ORIGINAL ANTLERS / TBD	TBD	TBD
2	402	ORIGINAL ANTLERS / TBD	TBD	TBD
1	403	ORIGINAL ANTLERS / TBD	TBD	TBD
1	404	ORIGINAL ANTLERS / TBD	TBD	TBD
1	405	ORIGINAL ANTLERS / TBD	TBD	TBD
1	406	ORIGINAL ANTLERS / TBD	TBD	TBD
1	407	ORIGINAL ANTLERS / TBD	TBD	TBD
1	408	ORIGINAL ANTLERS / TBD	TBD	TBD
1	409	ORIGINAL ANTLERS / TBD	TBD	TBD
1	410	ORIGINAL ANTLERS / TBD	TBD	TBD
1	411	ORIGINAL ANTLERS / TBD	TBD	TBD
1	412	ORIGINAL ANTLERS / TBD	TBD	TBD

TBD	414	ANTLERS 2000 / TBD	TBD	TBD
TBD	415	ANTLERS 2000 / TBD	TBD	TBD
TBD	416	ANTLERS 2000 / TBD	TBD	TBD
TBD	417	ANTLERS 2000 / TBD	TBD	TBD
TBD	418	ANTLERS 2000 / TBD	TBD	TBD
TBD	420	ANTLERS 2000 / TBD	TBD	TBD
TBD	421	ANTLERS 2000 / TBD	TBD	TBD
2	501	ORIGINAL ANTLERS / TBD	TBD	TBD
2	502	ORIGINAL ANTLERS / TBD	TBD	TBD
1	503	ORIGINAL ANTLERS / TBD	TBD	TBD
1	504	ORIGINAL ANTLERS / TBD	TBD	TBD
1	505	ORIGINAL ANTLERS / TBD	TBD	TBD
1	506	ORIGINAL ANTLERS / TBD	TBD	TBD
1	507	ORIGINAL ANTLERS / TBD	TBD	TBD
1	508	ORIGINAL ANTLERS / TBD	TBD	TBD
TBD	514	ANTLERS 2000 / TBD	TBD	TBD
TBD	515	ANTLERS 2000 / TBD	TBD	TBD
TBD	516	ANTLERS 2000 / TBD	TBD	TBD
TBD	517	ANTLERS 2000 / TBD	TBD	TBD
TBD	518	ANTLERS 2000 / TBD	TBD	TBD
TBD	519	ANTLERS 2000 / TBD	TBD	TBD
TBD	520	ANTLERS 2000 / TBD	TBD	TBD
TBD	521	ANTLERS 2000 / TBD	TBD	TBD
2	601	ORIGINAL ANTLERS / TBD	TBD	TBD
2	602	ORIGINAL ANTLERS / TBD	TBD	TBD
1	603	ORIGINAL ANTLERS / TBD	TBD	TBD
1	604	ORIGINAL ANTLERS / TBD	TBD	TBD
1	605	ORIGINAL ANTLERS / TBD	TBD	TBD
1	606	ORIGINAL ANTLERS / TBD	TBD	TBD
1	607	ORIGINAL ANTLERS / TBD	TBD	TBD
1	608	ORIGINAL ANTLERS / TBD	TBD	TBD

TBD	620	ANTLERS 2000 / TBD	TBD	TBD
TBD	621	ANTLERS 2000 / TBD	TBD	TBD
2	701	ORIGINAL ANTLERS / TBD	TBD	TBD
2	702	ORIGINAL ANTLERS / TBD	TBD	TBD
1	703	ORIGINAL ANTLERS / TBD	TBD	TBD
1	704	ORIGINAL ANTLERS / TBD	TBD	TBD
1	705	ORIGINAL ANTLERS / TBD	TBD	TBD
1	706	ORIGINAL ANTLERS / TBD	TBD	TBD
1	707	ORIGINAL ANTLERS / TBD	TBD	TBD
1	708	ORIGINAL ANTLERS / TBD	TBD	TBD
	<b>SUB TOTAL UNITS 96</b>	96 / 200	TBD	100

**AFTER RECORDING RETURN TO:**

ORTEN & HINDMAN, P.C.  
11901 W. 48<sup>th</sup> Avenue  
Wheat Ridge, CO 80033-2166

10/50  
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**SECOND SUPPLEMENTAL DECLARATION**  
**OF**  
**ANTLERS CONDOMINIUMS VAIL/LIONSHEAD,**  
***a Condominium Community***

**THIS SUPPLEMENTAL DECLARATION** is made by the Antlers Condominium Association, Inc., a Colorado nonprofit corporation (the "**Association**"), acting through its Board of Directors, with the prior vote and approval of the members of the Association, as required by statute and as required under the Declaration (as defined below) and with the approval of the "01" Original Antlers Units, as defined and recited below. The addresses of the Association are (1) 680 West Lionshead Place, Vail, Colorado 81657 and (2) in care of the registered agent and office as maintained by the Association at the office of the Colorado Secretary of State.

**RECITALS**

A. The Antlers Condominium Community was created by the recorded Condominium Declaration for the "Antlers Condominiums Vail/Lionshead" Condominiums (the "**Initial Declaration**"), recorded in the Office of the Clerk and Recorder of the County of Eagle, State of Colorado on May 16, 1972 at Book 224, Page 119; and the Condominium Map for the "Antlers Condominiums Vail/Lionshead" (the "**Original Condominium Map**"), recorded in the Office of the Clerk and Recorder for the County of Eagle, State of Colorado on December 19, 1972 in Book 226 at Page 820 at Reception No. 1226260.

B. The Initial Declaration was supplemented by an election of the Owners to be treated as a Common Interest Community subject to the provisions of the Colorado Common Interest Ownership Act (the "**Act**"), and a "Statement of Election" was executed by an authorized agent of the Association and filed of record with the Clerk and Recorder of the County of Eagle, State of Colorado, at Reception No. 666288 on August 17, 1998. The Initial Declaration, as supplemented, is referred to herein as the "**Original Declaration**."

C. The Original Declaration was amended and restated into an "Amended and Restated Declaration for Antlers Condominiums Vail/Lionshead, a Condominium Community," recorded with the Eagle County Clerk and Recorder at Reception No. 726242 on April 3, 2000 (the "**Amended and Restated Declaration**").

D. Paragraph 44 of the Amended and Restated Declaration provides development, expansion and other rights to the Community and to the Association, upon vote and approval from at least sixty-seven percent (67%) of the votes in the Association.

E. The vote required for exercise of reserved rights occurred in June of 2000, with eighty-five percent (85%) of the votes in the Association affirming and approving the Association proceeding to demolish, to make improvements and construct additional Units in the Antlers Condominiums Vail/Lionshead Condominium Community, as reflected and subject to a First

Supplemental Declaration for Antlers Condominiums Vail/Lionshead and a First Supplemental Condominium Map for Antlers Condominiums Vail/Lionshead, recorded in the real property records of Eagle County, Colorado on June 27, 2000 at Reception Nos. 733041 and 733040 (collectively the **"First Supplemental Declaration and Map"** or separately as **"First Supplemental Declaration "** and **"First Supplemental Map"**).

F. On the area shown as cross-hatched on the First Supplemental Condominium Map, previous portions of the General and Limited Common Elements shown on the Original Condominium Map have been demolished and reconstructed, and by this Second Supplemental Declaration, the improvements constructed and now existing in that area are designated for separate ownership and uses of a residential nature and as General and Limited Common Elements by this Second Supplemental Declaration and by a Second Supplemental Condominium Map to be recorded in conjunction with this Second Supplemental Declaration.

G. The Association, acting through the Board of Directors, certifies that upon recording of this Second Supplemental Declaration and a Second Supplemental Condominium Map, the following:

1. Demolition of the previous improvements in the area designated with cross-hatching on the First Supplemental Condominium Map has occurred and is complete;
2. Construction of the additional Units, expansion of the "01" Original Antlers Units (as defined below) and construction of additional General and Limited Common Elements on the area shown with cross-hatching on the First Supplemental Condominium Map and as shown on the Second Supplemental Condominium Map is substantially complete;
3. The Association has prepared this Second Supplemental Declaration and the Second Supplemental Condominium Map for the Units and General Common Elements as constructed on the area shown with cross-hatching on the First Supplemental Condominium Map, as authorized by the prior vote of the members and as certified to by a land surveyor on the Second Supplemental Condominium Map;
4. By resolution of the Board of Directors, the Association has approved this Second Supplemental Declaration and the Second Supplemental Condominium Map; and
5. This Second Supplemental Declaration and the Second Supplemental Condominium Map have been executed by authorized officers of the Association.

H. The Amended and Restated Declaration, as amended and supplemented by the First Supplemental Declaration for Antlers Condominiums Vail/Lionshead, a Condominium Community, and as amended and supplemented by this Second Supplemental Declaration for Antlers Condominiums Vail/Lionshead, a Condominium Community is referred to in this instrument and is referred to generally as "**Declaration.**"

I. The Original Condominium Map, as amended and supplemented by the First Supplemental Condominium Map, and as amended and supplemented by the Second Supplemental Condominium Map, is referred to in this instrument and is referred to generally as the "**Map.**"

J. The Community and the Association desire to complete the exercise of development rights begun with the First Supplemental Declaration and the First Supplemental Condominium Map, to expand the Condominium Community to create additional Condominium Units and expand the existing "01" Units, as set forth below, through this Second Supplemental Declaration and through the Second Supplemental Condominium Map.

NOW, THEREFORE, the Community and the Association hereby declare as follows:

1. Identification of Additional Units. The Community and the Association hereby identify additional Units created within the Condominium Community (which Units were initially identified and projected in *Exhibit B-1* of the First Supplemental Declaration) as described in *Amended Exhibit B-1* attached hereto and incorporated herein by reference. These additional Units are also definitively described and identified in the Second Supplemental Condominium Map.

2. Expansion of "01" Units. Each of the "01" Units, as a part of the Original Antlers and as set forth in *Exhibit 1*, are expanded by this Second Supplemental Declaration and the Second Supplemental Map, with the prior consent of each of the Owners of these Units. The "01" Units expanded are as set forth on the Second Supplemental Map and as set forth on the attached *Exhibit 1*.

3. Number of Units/Allocated Interests. Immediately upon the recording of this Second Supplemental Declaration, and upon recording of the Second Supplemental Condominium Map, the total number of Units in the Condominium Community and their allocated interests are as set forth in *Amended and Restated Exhibit B* attached hereto and incorporated herein by reference.

4. Definitions. Unless otherwise defined herein, initially capitalized terms defined in the Declaration shall have the same meaning herein.

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IN WITNESS WHEREOF, the undersigned Association has hereunto set its hand and seal.

ANTLERS CONDOMINIUM ASSOCIATION, INC.,  
a Colorado nonprofit corporation

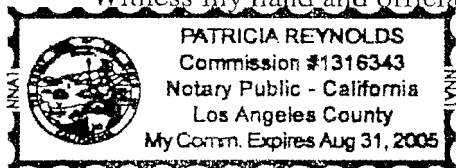
By: Carol H. Cochran  
President, as Authorized Agent

By: Thomas E. Rieder  
Assoc. Secretary, as Authorized Agent

STATE OF California )  
COUNTY OF Los Angeles ) ss.

The foregoing Supplemental Declaration was acknowledged before me this 14<sup>th</sup> day of December, 2001, by Carol Cochran, as Authorized Agent of Antlers Condominium Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.



Patricia Reynolds  
Notary Public

My commission expires: August 31, 2005

STATE OF Colorado )  
COUNTY OF Eagle ) ss.

The foregoing Supplemental Declaration was acknowledged before me this 17<sup>th</sup> day of December, 2001, by Thomas Rieder, as Authorized Agent of Antlers Condominium Association, Inc., a Colorado nonprofit Corporation.

Witness my hand and official seal.



Doris K. Reynolds  
Notary Public

My commission expires:

My Commission Expires 05/22/2004



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**AMENDED EXHIBIT B-1**  
**IDENTIFICATION OF NEW UNITS**

BUILDING	Unit No.	CLASS
3	314	Antlers 2000
3	315	Antlers 2000
3	316	Antlers 2000
3	317	Antlers 2000
3	318	Antlers 2000
3	320	Antlers 2000
3	321	Antlers 2000
3	414	Antlers 2000
3	415	Antlers 2000
3	416	Antlers 2000
3	417	Antlers 2000
3	418	Antlers 2000
3	420	Antlers 2000
3	421	Antlers 2000
3	514	Antlers 2000
3	515	Antlers 2000
3	516	Antlers 2000
3	517	Antlers 2000
3	518	Antlers 2000
3	519	Antlers 2000
3	520	Antlers 2000
3	521	Antlers 2000
3	620	Antlers 2000
3	621	Antlers 2000
<b>TOTAL UNITS: 24</b>		



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*EXHIBIT 1*  
EXPANSION OF "01" UNITS

The following Original Antlers Units are expanded, pursuant to this Second Supplemental Declaration and the Second Supplemental Map:

101  
201  
301  
401  
501  
601  
701



Sara J Fisher Eagle, CO

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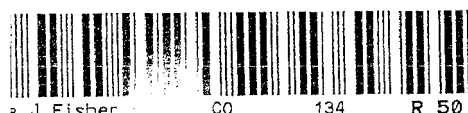
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**AMENDED AND RESTATED EXHIBIT B**  
**UNITS/ALLOCATED INTERESTS**

BLDG.	UNIT NO.	CLASS	EXPENSE LIABILITY BY CLASS	EXPENSE LIABILITY BY CLASS	PERCENTAGE OWNERSHIP INTEREST IN COMMON ELEMENTS
2	101	Original Antlers	0.0157	-	0.0104
2	102	Original Antlers	0.0118	-	0.0078
1	103	Original Antlers	0.0118	-	0.0078
1	104	Original Antlers	0.0118	-	0.0078
1	105	Original Antlers	0.0118	-	0.0078
1	106	Original Antlers	0.0118	-	0.0078
1	107	Original Antlers	0.0118	-	0.0078
1	108	Original Antlers	0.0118	-	0.0078
1	109	Original Antlers	0.0118	-	0.0078
1	110	Original Antlers	0.0118	-	0.0078
1	111	Original Antlers	0.0118	-	0.0078
1	112	Original Antlers	0.0118	-	0.0078
2	201	Original Antlers	0.0156	-	0.0104
2	202	Original Antlers	0.0118	-	0.0078
1	203	Original Antlers	0.0118	-	0.0078
1	204	Original Antlers	0.0118	-	0.0078
1	205	Original Antlers	0.0118	-	0.0078
1	206	Original Antlers	0.0118	-	0.0078
1	207	Original Antlers	0.0118	-	0.0078
1	208	Original Antlers	0.0118	-	0.0078
1	209	Original Antlers	0.0118	-	0.0078
1	210	Original Antlers	0.0118	-	0.0078
1	211	Original Antlers	0.0118	-	0.0078
1	212	Original Antlers	0.0118	-	0.0078
2	301	Original Antlers	0.0156	-	0.0104
2	302	Original Antlers	0.0118	-	0.0078



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BLDG.	UNIT No.	CLASS	EXPENSE LIABILITY BY CLASS	EXPENSE LIABILITY BY CLASS	PERCENTAGE OWNERSHIP INTEREST IN COMMON ELEMENTS
1	303	Original Antlers	0.0118	-	0.0078
1	304	Original Antlers	0.0118	-	0.0078
1	305	Original Antlers	0.0118	-	0.0078
1	306	Original Antlers	0.0118	-	0.0078
1	307	Original Antlers	0.0118	-	0.0078
1	308	Original Antlers	0.0118	-	0.0078
1	309	Original Antlers	0.0118	-	0.0078
1	310	Original Antlers	0.0118	-	0.0078
1	311	Original Antlers	0.0118	-	0.0078
1	312	Original Antlers	0.0118	-	0.0078
3	314	Antlers 2000	-	0.0380	0.0128
3	315	Antlers 2000	-	0.0380	0.0128
3	316	Antlers 2000	-	0.0346	0.0116
3	317	Antlers 2000	-	0.0346	0.0116
3	318	Antlers 2000	-	0.0360	0.0121
3	320	Antlers 2000	-	0.0342	0.0115
3	321	Antlers 2000	-	0.0342	0.0115
2	401	Original Antlers	0.0158	-	0.0104
2	402	Original Antlers	0.0118	-	0.0078
1	403	Original Antlers	0.0118	-	0.0078
1	404	Original Antlers	0.0118	-	0.0078
1	405	Original Antlers	0.0118	-	0.0078
1	406	Original Antlers	0.0118	-	0.0078
1	407	Original Antlers	0.0118	-	0.0078
1	408	Original Antlers	0.0118	-	0.0078
1	409	Original Antlers	0.0221	-	0.0148
1	410	Original Antlers	0.0221	-	0.0148
1	411	Original Antlers	0.0221	-	0.0148



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BLDG.	UNIT No.	CLASS	EXPENSE LIABILITY BY CLASS	EXPENSE LIABILITY BY CLASS	PERCENTAGE OWNERSHIP INTEREST IN COMMON ELEMENTS
1	412	Original Antlers	0.0221	-	0.0148
3	414	Antlers 2000	-	0.0380	0.0128
3	415	Antlers 2000	-	0.0380	0.0128
3	416	Antlers 2000	-	0.0346	0.0116
3	417	Antlers 2000	-	0.0346	0.0116
3	418	Antlers 2000	-	0.0359	0.0121
3	420	Antlers 2000	-	0.0342	0.0115
3	421	Antlers 2000	-	0.0342	0.0115
2	501	Original Antlers	0.0156	-	0.0104
2	502	Original Antlers	0.0118	-	0.0078
1	503	Original Antlers	0.0118	-	0.0078
1	504	Original Antlers	0.0118	-	0.0078
1	505	Original Antlers	0.0118	-	0.0078
1	506	Original Antlers	0.0118	-	0.0078
1	507	Original Antlers	0.0118	-	0.0078
1	508	Original Antlers	0.0118	-	0.0078
3	514	Antlers 2000	-	0.0507	0.0170
3	515	Antlers 2000	-	0.0507	0.0170
3	516	Antlers 2000	-	0.0512	0.0173
3	517	Antlers 2000	-	0.0346	0.0116
3	518	Antlers 2000	-	0.0619	0.0208
3	519	Antlers 2000	-	0.0630	0.0212
3	520	Antlers 2000	-	0.0342	0.0115
3	521	Antlers 2000	-	0.0342	0.0115
2	601	Original Antlers	0.0156	-	0.0104
2	602	Original Antlers	0.0118	-	0.0078
1	603	Original Antlers	0.0118	-	0.0078
1	604	Original Antlers	0.0118	-	0.0078



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BLDG.	UNIT No.	CLASS	EXPENSE LIABILITY BY CLASS	EXPENSE LIABILITY BY CLASS	PERCENTAGE OWNERSHIP INTEREST IN COMMON ELEMENTS
1	605	Original Antlers	0.0118	-	0.0078
1	606	Original Antlers	0.0118	-	0.0078
1	607	Original Antlers	0.0118	-	0.0078
1	608	Original Antlers	0.0118	-	0.0078
3	620	Antlers 2000	-	0.0602	0.0203
3	621	Antlers 2000	-	0.0602	0.0203
2	701	Original Antlers	0.0258		0.0173
2	702	Original Antlers	0.0221	-	0.0148
1	703	Original Antlers	0.0221	-	0.0148
1	704	Original Antlers	0.0221	-	0.0148
1	705	Original Antlers	0.0221	-	0.0148
1	706	Original Antlers	0.0221	-	0.0148
1	707	Original Antlers	0.0221	-	0.0148
1	708	Original Antlers	0.0221	-	0.0148
3	96	2	1	1	1



Sara J Fisher Eagle, CO

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**FOURTH SUPPLEMENTAL DECLARATION  
OF  
ANTLERS CONDOMINIUM VAIL/LIONSHEAD  
A Condominium Community**

This Fourth Supplemental Declaration (this "Fourth Supplement") is made by the Antlers Condominium Association, Inc., a Colorado nonprofit corporation (the "Association"), acting through its Board of Directors, with the prior approval of certain members of the Association, as required by statute and as required under the Declaration (as defined below).

**RECITALS**

A. The Amended and Restated Condominium Declaration of the Antlers Condominiums Vail/Lionshead, a Condominium Community was recorded with the Clerk and Recorder for Eagle County, Colorado (the "Records") on April 3, 2000 at Reception No. 726242 (the "A & R Declaration").

B. The A & R Declaration has been amended and supplemented by documents filed of record, including but not limited to, the following:

1. First Supplemental Declaration recorded June 27, 2000 at Reception No. 733041 of the Records;

2. Second Supplemental Declaration recorded December 18, 2001 at Reception No. 780246; and

3. Third Supplemental Declaration recorded July 3, 2002 at Reception No. 800420; and

4. Other documents of record, if any, as approved pursuant to applicable requirements and law.

C. As amended and supplemented of record, the A & R Declaration is referred to as the "Declaration."

D. The Condominium Map for the Antlers Condominiums was recorded in the Records on December 19, 1972 in Book 226, Page 280, (the "Initial Condominium Map").

E. The Initial Condominium Map has been amended and supplemented by documents filed of record, including but not limited to, the following:

1. First Supplemental Map recorded June 27, 2000 at Reception No. 733040; and

2. Second Supplemental Map recorded in the Records on December 18, 2001 at Reception No. 780247.

F. As amended and supplemented of record, the Initial Condominium Map is referred to as the "Condominium Map" or "Map."

G. Pursuant to C.R.S. §38-33.3-212, the boundaries between adjoining Units may be relocated by an amendment to the Declaration upon application to the Association by the Owners of those Units.

H. The Declaration provides for and allows for combination of Units in Paragraph 3, which provides as follows:

"The Association and the Unit Owners shall have and continue to have the right to (a) physically combine the space within one Unit with the space within one or more adjoining Units or (b) to combine a part of or combination of parts of the space within one Unit with part or parts of the space within one or more adjoining Units...*provided, however*, that no such physical changes shall be made without compliance with the Act and without the written consent of the Owners and mortgage(s) of the affected Unit(s)" (emphasis added).

I. The Owners of Units 404 and 405 have applied to the Association for approval of the combination of those Units into proposed "Unit 405A (Amended/Combined)" and the Association has approved that application, on the terms set forth in this Fourth Supplement.

J. All Owners are aware of the provisions of the Declaration allowing for amendment and combination of Units, by virtue of the record notice of the Declaration, by acts and disclosures, newsletters or notices of the Association and by other means.

K. This Fourth Supplement has been prepared and determined by the Association and by the Owners that have approved this Fourth Supplement to be reasonable and not burdensome.

L. The purpose of this Fourth Supplement is to combine Units 404 and 405 into one Unit, to be known as "405A (Amended/Combined)" and to amend Exhibit B of the Declaration to show such combination.

M. The purpose of the Association, as provided in the Declaration, is to preserve the value and desirability of the Community and the Units and to further the interests of the residents of the Community and Members of the Association.

N. The undersigned (being the President and Secretary of the Association, being the Owners of Units 404 and 405 and being all mortgagees on existing Units 404 and 405) hereby certify that they have consented to and approved this Fourth Supplement allowing for the combination of Units 404 and 405 into one Unit, to be known as "405A (Amended/Combined)."

O. As amended by this Fourth Supplement, the Declaration is referred to as the "Declaration."

NOW, THEREFORE, the Association, the Owners of Units 404 and 405 and all mortgagees on existing Units 404 and 405 declare and publish the following:

1. Combination of Units 404 and 405 into “Unit 405A (Amended/Combined)” and the Elimination of Units 404 and 405. In accordance with C.R.S. §38-33.3-212, and Paragraph 3 of the Declaration, the Owners of Units 404 and 405, the mortgagee(s) on those two Units and Association hereby approve of and consent to this Fourth Supplement and the combination of Units 404 and 405 into “Unit 405A (Amended/Combined).” The Owners of Units 404 and 405, the mortgagee(s) on those two Units and the Association hereby create “Unit 405A (Amended/Combined)” and eliminate Units 404 and 405. The newly created Unit and eliminated Units are identified in Amended Exhibit B attached hereto and incorporated herein by reference. The newly created Unit is also identified on a supplemental Condominium Map for the property formerly known as Units 404 and 405. Immediately upon the recording of this Fourth Supplement and a supplemental Condominium Map for the property formerly known as Units 404 and 405, the total number of Units in the Condominium Community and their allocated interests shall be as set forth in the Declaration and as set forth in Amended Exhibit B attached hereto and incorporated herein by reference.
2. Amendment of Exhibit B of the Declaration. Exhibit B of the Declaration is amended, as set forth in this Fourth Supplement.
3. No Further Amendments. Except as amended by this Fourth Supplement, the Declaration remains in full force and effect.
4. Miscellaneous.
  - a. Conflict Between Documents/Declaration, as Amended. In the event of any conflict between the provisions of this Fourth Supplement and the Declaration, this Fourth Supplement shall control.
  - b. References to the Declaration or this Fourth Supplement. A reference to the Declaration in any document or instrument shall be deemed to include this Fourth Supplement without any further or specific reference thereto.
  - c. Number and Gender. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.
  - d. Definitions. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Declaration.
  - e. Captions. The captions in this Fourth Supplement are inserted only as a matter of convenience and for reference, and are in no way to be construed to define, limit, or otherwise describe the scope of this Fourth Supplement or the intent of any provision of this Fourth Supplement.

- f. Choice of Law. This Fourth Supplement shall be construed and interpreted in accordance with the laws of the State of Colorado without regard to its conflict of laws principles.
- g. Counterparts. This Fourth Supplement may be executed and acknowledged in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same document.

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**THE ANTLERS CONDOMINIUM ASSOCIATION, INC.,**  
a Colorado nonprofit corporation

By: Carol H Binns  
Name: CAROL BINNS  
It's President

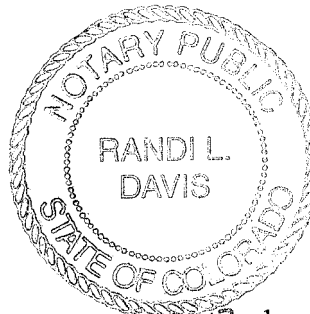
Attest: Catherine Mitchell  
Name: CATHERINE MITCHELL  
It's Secretary VICE-PRESIDENT

STATE OF COLORADO )  
 ) ss:  
COUNTY OF EAGLE )

The foregoing instrument was acknowledged before me this 16 day of JULY, 2006,  
by CAROL BINNS as President of the Antlers Condominium  
Association, Inc. a Colorado nonprofit corporation. My commission expires:  
12/19/09. Witness my hand and official seal.

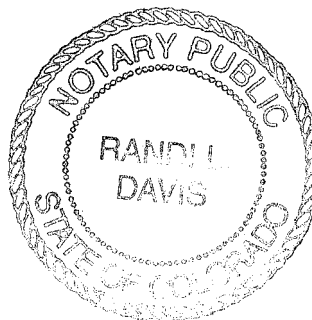
Randi L Davis  
Notary Public

STATE OF COLORADO )  
 ) ss:  
COUNTY OF EAGLE )



The foregoing instrument was acknowledged before me this 17 day of JULY, 2006,  
by CATHERINE MITCHELL as ~~Secretary~~ VICE-PRESIDENT of the Antlers Condominium  
Association, Inc. a Colorado nonprofit corporation. My commission expires:  
12/19/09. Witness my hand and official seal.

Randi L Davis  
Notary Public



**MORTGAGEE:**

The undersigned hereby consents to and joins in the execution and recordation of this Fourth Supplement.

Wachovia Mortgage Corporation, a Mortgage holder

By: Joanie Cottingham  
Name: JOANIE Cottingham  
Its: Mortgage Consultant

STATE OF Alabama )  
 )ss  
COUNTY OF Jefferson )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of June, 2006, by Bethie J. Howell of Wachovia Bank, a Sales Associate. My commission expires: 9-16-07. Witness my hand and official seal.

Bethie J. Howell  
Notary Public

**OWNER CONSENT – UNIT 404**

THE UNDERSIGNED, as the owner(s) of Unit 404 of Antlers Condominiums Vail/Lionshead hereby consent to this Fourth Supplement to the Declaration and the combination of Units 404 and 405.

Mark F. Trankina

Printed Name

Susan B Trankina

Printed Name

Mark F. Trankina

Signature

Susan B Trankina

Signature

STATE OF COLORADO    )  
  )ss  
COUNTY OF EAGLE     )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of June, 2006, by MARK F. TRANKINA and SUSAN B. TRANKINA.

My commission expires: 12/14/08.

Witness my hand and official seal.

Lisa A. Kimbrough  
Notary Public

**OWNER CONSENT – UNIT 405**

THE UNDERSIGNED, as the owner(s) of Unit 405 of Antlers Condominiums Vail/Lionshead hereby consent to this Fourth Supplement to the Declaration and the combination of Units 404 and 405.

MARK F. TRANKINA

Printed Name

Susan B Trankina

Printed Name

Mark F. Trankina

Signature

Susan B Trankina

Signature

STATE OF COLORADO    )  
  )ss  
COUNTY OF EAGLE     )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of June, 2006, by MARK F. TRANKINA and SUSAN B. TRANKINA.

My commission expires: 12/14/08.

Witness my hand and official seal.

Lisa A. Kimbley  
Notary Public

**AMENDED****EXHIBIT B****UNITS/ALLOCATED INTERESTS**

BUILDING	UNIT NO.	CLASS	EXPENSE LIABILITY BY ORIGINAL ANTLERS CLASS	EXPENSE LIABILITY BY ANTLERS 2000 CLASS	PERCENTAGE OWNERSHIP INTEREST IN COMMON ELEMENTS
2	101	ORIGINAL ANTLERS	.0157		.0104
2	102	ORIGINAL ANTLERS	.0118		.0078
1	103	ORIGINAL ANTLERS	.0118		.0078
1	104	ORIGINAL ANTLERS	.0118		.0078
1	105	ORIGINAL ANTLERS	.0118		.0078
1	106	ORIGINAL ANTLERS	.0118		.0078
1	107	ORIGINAL ANTLERS	.0118		.0078
1	108	ORIGINAL ANTLERS	.0118		.0078
1	109	ORIGINAL ANTLERS	.0118		.0078
1	110	ORIGINAL ANTLERS	.0118		.0078
1	111	ORIGINAL ANTLERS	.0118		.0078
1	112	ORIGINAL ANTLERS	.0118		.0078
2	201	ORIGINAL ANTLERS	.0156		.0104
2	202	ORIGINAL ANTLERS	.0118		.0078
1	203	ORIGINAL ANTLERS	.0118		.0078
1	204	ORIGINAL ANTLERS	.0118		.0078
1	205	ORIGINAL ANTLERS	.0118		.0078
1	206	ORIGINAL ANTLERS	.0118		.0078
1	207	ORIGINAL ANTLERS	.0118		.0078
1	208	ORIGINAL ANTLERS	.0118		.0078
1	209	ORIGINAL ANTLERS	.0118		.0078
1	210	ORIGINAL ANTLERS	.0118		.0078

BUILDING	UNIT No.	CLASS	EXPENSE LIABILITY BY ORIGINAL ANTLERS CLASS	EXPENSE LIABILITY BY ANTLERS 2000 CLASS	PERCENTAGE OWNERSHIP INTEREST IN COMMON ELEMENTS
1	211	ORIGINAL ANTLERS	.0118		.0078
1	212	ORIGINAL ANTLERS	.0118		.0078
2	301	ORIGINAL ANTLERS	.0156		.0104
2	302	ORIGINAL ANTLERS	.0118		.0078
1	303	ORIGINAL ANTLERS	.0118		.0078
1	304	ORIGINAL ANTLERS	.0118		.0078
1	305	ORIGINAL ANTLERS	.0118		.0078
1	306	ORIGINAL ANTLERS	.0118		.0078
1	307	ORIGINAL ANTLERS	.0118		.0078
1	308	ORIGINAL ANTLERS	.0118		.0078
1	309	ORIGINAL ANTLERS	.0118		.0078
1	310	ORIGINAL ANTLERS	.0118		.0078
1	311	ORIGINAL ANTLERS	.0118		.0078
1	312	ORIGINAL ANTLERS	.0118		.0078
3	314	ANTLERS 2000		.0380	.0128
3	315	ANTLERS 2000		.0380	.0128
3	316	ANTLERS 2000		.0346	.0116
3	317	ANTLERS 2000		.0346	.0116
3	318	ANTLERS 2000		.0360	.0121
3	320	ANTLERS 2000		.0342	.0115
3	321	ANTLERS 2000		.0342	.0115
2	401	ORIGINAL ANTLERS	.0158		.0104
2	402	ORIGINAL ANTLERS	.0118		.0078
1	403	ORIGINAL ANTLERS	.0118		.0078

BUILDING	UNIT NO.	CLASS	EXPENSE LIABILITY BY ORIGINAL ANTLERS CLASS	EXPENSE LIABILITY BY ANTLERS 2000 CLASS	PERCENTAGE OWNERSHIP INTEREST IN COMMON ELEMENTS
1	404 THIS UNIT NO LONGER EXISTS. IT HAS BEEN COMBINED WITH UNIT 405 TO CREATE UNIT 405A (AMENDED/COMBINED)	ORIGINAL ANTLERS	NA	NA	NA
1	405 THIS UNIT NO LONGER EXISTS. IT HAS BEEN COMBINED WITH UNIT 404 TO CREATE UNIT 405A (AMENDED/COMBINED)	ORIGINAL ANTLERS	NA	NA	NA
1	405A (AMENDED/COMBINED) [FORMER UNITS 404 AND 405 ARE COMBINED TO CREATE UNIT 405A (AMENDED/COMBINED)]	ORIGINAL ANTLERS	.0236	-	.0156
1	406	ORIGINAL ANTLERS	.0118		.0078
1	407	ORIGINAL ANTLERS	.0118		.0078
1	408	ORIGINAL ANTLERS	.0118		.0078
1	409	ORIGINAL ANTLERS	.0221		.0148
1	410	ORIGINAL ANTLERS	.0221		.0148
1	411	ORIGINAL ANTLERS	.0221		.0148
1	412	ORIGINAL ANTLERS	.0221		.0148
3	414	ANTLERS 2000		.0380	.0128
3	415	ANTLERS 2000		.0380	.0128
3	416	ANTLERS 2000		.0346	.0116
3	417	ANTLERS 2000		.0346	.0116
3	418	ANTLERS 2000		.0359	.0121
3	420	ANTLERS 2000		.0342	.0115
3	421	ANTLERS 2000		.0342	.0115
2	501	ORIGINAL ANTLERS	.0156		.0104

BUILDING	UNIT NO.	CLASS	EXPENSE LIABILITY BY ORIGINAL ANTLERS CLASS	EXPENSE LIABILITY BY ANTLERS 2000 CLASS	PERCENTAGE OWNERSHIP INTEREST IN COMMON ELEMENTS
2	502	ORIGINAL ANTLERS	.0118		.0078
1	503	ORIGINAL ANTLERS	.0118		.0078
1	504	ORIGINAL ANTLERS	.0118		.0078
1	505	ORIGINAL ANTLERS	.0118		.0078
1	506	ORIGINAL ANTLERS	.0118		.0078
1	507	ORIGINAL ANTLERS	.0118		.0078
1	508	ORIGINAL ANTLERS	.0118		.0078
3	514	ANTLERS 2000		.0507	.0170
3	515	ANTLERS 2000		.0507	.0170
3	516	ANTLERS 2000		.0512	.0173
3	517	ANTLERS 2000		.0346	.0116
3	518	ANTLERS 2000		.0619	.0208
3	519	ANTLERS 2000		.0630	.0212
3	520	ANTLERS 2000		.0342	.0115
3	521	ANTLERS 2000		.0342	.0115
2	601	ORIGINAL ANTLERS	.0156		.0104
2	602	ORIGINAL ANTLERS	.0118		.0078
1	603	ORIGINAL ANTLERS	.0118		.0078
1	604	ORIGINAL ANTLERS	.0118		.0078
1	605	ORIGINAL ANTLERS	.0118		.0078
1	606	ORIGINAL ANTLERS	.0118		.0078
1	607	ORIGINAL ANTLERS	.0118		.0078
1	608	ORIGINAL ANTLERS	.0118		.0078
3	620	ANTLERS 2000		.0602	.0203
3	621	ANTLERS 2000		.0602	.0203
2	701	ORIGINAL ANTLERS	.0258		.0173

BUILDING	UNIT No.	CLASS	EXPENSE LIABILITY BY ORIGINAL ANTLERS CLASS	EXPENSE LIABILITY BY ANTLERS 2000 CLASS	PERCENTAGE OWNERSHIP INTEREST IN COMMON ELEMENTS
2	702	ORIGINAL ANTLERS	.0221		.0148
1	703	ORIGINAL ANTLERS	.0221		.0148
1	704	ORIGINAL ANTLERS	.0221		.0148
1	705	ORIGINAL ANTLERS	.0221		.0148
1	706	ORIGINAL ANTLERS	.0221		.0148
1	707	ORIGINAL ANTLERS	.0221		.0148
1	708	ORIGINAL ANTLERS	.0221		.0148
3	TOTAL UNITS - 95	2	1.0	1.0	1.0

**AFTER RECORDING RETURN TO:**

ORTEN CAVANAGH RICHMOND & HOLMES, LLC  
1301 WASHINGTON AVE.  
SUITE 350  
GOLDEN, CO 80401

W:\CLIENTS\ANTLERS AT VAIL\GOVERNING DOCUMENTS\ANTLERS FOURTH SUPPLEMENTAL DECLARATION, FINAL.DOC

AFTER RECORDING RETURN TO:

*Orten Cavanagh Richmond & Holmes, LLC.  
Attorneys for the Association  
1301 Washington Avenue, Suite 350  
Golden, CO 80401*

EAGLE COUNTY, CO  
TEAK J SIMONTON  
133 Pgs: 5 11:01:15AM  
REC: \$26.00 DOC: 5

200619450  
07/20/2006



**AMENDMENT  
TO THE  
AMENDED AND RESTATED  
DECLARATION  
OF  
ANTLERS CONDOMINIUMS VAIL/LIONSHEAD**

**THIS AMENDMENT** is made the date set forth below by the Antlers Condominium Association, Inc., a Colorado nonprofit corporation ("Association").

**RECITALS**

1. Declarant, Antlers Associates, submitted certain real property to the Condominium Declaration for Antlers Condominiums Vail/Lionshead, as recorded in the real property records of Eagle County, Colorado at Reception No. 119861, Book 224, Page 119 at Reception No. 119687 on May 16, 1972 (the "**Initial Declaration**").
2. The Initial Declaration was amended by an Amended and Restated Declaration, recorded in the real property records of Eagle County, Colorado at Reception No. 726242, on April 3, 2000 (the "**Amended and Restated Declaration**").
3. Declarant, Antlers Associates, also executed and recorded the Condominium Map for the Antlers Condominiums Vail/Lionshead in the records of the Clerk and Recorder of the County of Eagle, State of Colorado at Reception No. 122626, Book 226, Page 820 at Reception No. 122626, on December 19, 1972 (the "**Original Condominium Map**").
4. The Amended and Restated Declaration and Original Condominium Map were subsequently amended and supplemented by documents filed of record with the Eagle County Clerk and

Recorder. As amended and supplemented of record, and as amended by this Amendment, the Amended and Restated Declaration is referred to as the “**Declaration**,” and the Original Condominium Map is referred to as the “**Condominium Map**.”

5. The purposes of this Amendment are two fold:
  - a. To eliminate provisions in the Amended and Restated Declaration that provided for rights of first refusal (paragraphs 31, 32, 33 and 34 of the Amended and Restated Declaration); and
  - b. To eliminate a prior supplement to the Current Declaration that established Antlers Quarter Shares [paragraph 56 of the Current Declaration and paragraphs 1, 2, 3, 4 and 5 of the Third Supplemental Declaration of Antlers Condominiums Vail/Lionshead recorded in the real property records of Eagle County, Colorado at Reception No. 800420, on July 3, 2002 (the “Third Supplemental Declaration”)]. As of March 10, 2006, the Association has not submitted any Units as Antlers Quarter Shares, and does not desire to keep the provisions of the Current Declaration allowing for Antlers Quarter Shares.
6. The purpose of the Association, as provided in the Amended and Restated Declaration, is to preserve the value and desirability of the Community and the Units and to further the interests of the residents of the Community and Members of the Association.
7. The Amended and Restated Declaration provides for and allows for this Amendment in Paragraph 20, which provides as follows:

“20. Revocation of Amendment to Declaration. This Declaration shall not be revoked except as provided for in the Act.

Except as otherwise provided in this Declaration, and subject to provisions elsewhere contained in this Declaration requiring the consent of others, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time upon approval of at least sixty-seven percent (67%) of the votes in the Association and with the written consent of the Association. Except to the extent expressly permitted in this Declaration or the Act, no amendment may create or increase any Development Rights or Special Declarant’s Rights, increase the number of Units in the Community, or change the boundaries of any Unit or the Allocated Interests of a Unit, or the uses to which any Unit is restricted, in the absence of approval of at least eighty percent (80%) of the votes in the Association.

The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of the County of Eagle, State of Colorado, of a certificate setting forth the repeal or amendment in full and certifying that the repeal or amendment has been approved as set forth above and containing the written consent and approval of the Association ”

8. All Owners of Units in the Community are aware of the provisions of the Amended and Restated Declaration that allow for amendments, by virtue of the record notice of the Initial Declaration, by virtue of the record notice of the Amended and Restated Declaration, by acts and disclosures, newsletters or notices of the Association and by other means.
9. This Amendment has been prepared and determined by the Association, and by the Owners that have approved this Amendment, to be reasonable and not burdensome.
10. The purpose of the Association, as provided in the Amended and Restated Declaration, is to preserve the value and desirability of the Community and all Units subject to the Amended and Restated Declaration, and to further the interests of the residents of the Community and Members of the Association.
11. At least 67% of the votes in the Association/Community have approved this Amendment.

NOW THEREFORE, the undersigned hereby declares and amends the Amended and Restated Declaration as follows:

- I. Amendments. The Amended and Restated Declaration is amended as follows:
  - (a) **Repeal**. Existing Paragraphs 31, 32, 33, 34 and 56 are repealed in their entirety, and the Third Supplemental Declaration, including paragraphs 1, 2, 3, 4 and 5 of the Third Supplemental Declaration, are also repealed in their entirety.
- II. No Other Amendments. Except as amended by the terms of this Amendment and previous Amendments, the Amended and Restated Declaration (referred to in this Amendment, as amended of record, as the Declaration) shall remain in full force and effect as the declaration for the Community.
- III. Effective Date. This Amendment shall be effective 60 days after recording.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal as of the day and year as of this 16 day of JULY, 2006.

**Antlers Condominium Association, Inc.,**  
a Colorado nonprofit corporation

By: Carol F. Binns  
Title: PRESIDENT  
Date: 7/16/06

ATTEST:

By: Orlando M. Michel  
Title: VICE-PRESIDENT  
Date: 7/17/06

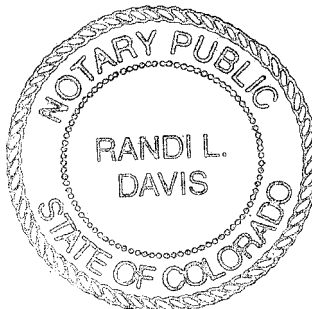
STATE OF COLORADO       )  
  ) ss.  
COUNTY OF EAGLE       )

The foregoing was acknowledged before me by CAROL BINNS, as PRESIDENT of the Antlers Condominium Association, Inc., a Colorado nonprofit corporation, on this 16 day of JULY, 2006.

Witness my hand and seal.

My commission expires: 12/19/09

Randi L. Davis  
Notary Public



**AMENDMENT  
TO THE  
DECLARATION  
OF  
ANTLERS CONDOMINIUMS VAIL/LIONSHEAD**

**THIS AMENDMENT** is made the date set forth below.

***RECITALS***

- a. Declarant, Antlers Associates, submitted certain real property to the Condominium Declaration for Antlers Condominiums Vail/Lionshead, as recorded in the real property records of Eagle County, Colorado at Reception No. 119861, Book 224, Page 119 at Reception No. 119687 on May 16, 1972 (the “**Initial Declaration**”).
- b. The Initial Declaration was amended by an Amended and Restated Declaration, recorded in the real property records of Eagle County, Colorado at Reception No. 726242, on April 3, 2000 (the “**Amended and Restated Declaration**”).
- c. Declarant, Antlers Associates, also executed and recorded the Condominium Map for the Antlers Condominiums Vail/Lionshead in the records of the Clerk and Recorder of the County of Eagle, State of Colorado at Reception No. 122626, Book 226, Page 820 at Reception No. 122626, on December 19, 1972 (the “**Original Condominium Map**”).
- d. The Amended and Restated Declaration and Original Condominium Map were subsequently amended and supplemented by documents filed of record with the Eagle County Clerk and Recorder. As amended and supplemented of record, and as amended by this Amendment, the Amended and Restated Declaration is referred to as the “**Declaration**,” and the Original Condominium Map is referred to as the “**Condominium Map**.”
- e. The purpose of this Amendment is to include covenants, restrictions and prohibitions on any future "timesharing" of a Unit, "fractionalizing" of a Unit, use of a Unit as a part of vacation club or other club, and any other similar uses of a Unit, and to also add restrictions on any future application for a zoning or of a zoning change.
- f. It is the intent of this Amendment that all existing uses as of the date this Amendment is recorded of any timeshare; fractional share; uses similar to timeshare, fractional share or vacation club or club uses; and uses of any similar character are intended to be preserved, protected and grandfathered to the Owners and Units.
- g. The purpose of the Antlers Condominium Association, Inc., a Colorado nonprofit corporation (“Association”), as provided in the Declaration, is to preserve the value and desirability of the Community and the Units and to further the interests of the residents of the Community and Members of the Association.

- h. The Declaration provides for and allows for this Amendment in Paragraph 20.
- i. All Owners of Units in the Community are aware of the provisions of the Declaration that allow for amendments, by virtue of the record notice of the Initial Declaration, by virtue of the record notice of the Amended and Restated Declaration, by acts and disclosures, newsletters or notices of the Association and by other means.
- j. This Amendment has been prepared and determined by the Association, and by the Owners that have approved this Amendment, to be reasonable and not burdensome.
- k. Owners with at least 67% of the votes in the Association/Community have approved this Amendment and the Association has approved this Amendment.

NOW THEREFORE, the Declaration is amended as follows:

**I. Amendments/Additional Covenant and Restrictions. New Paragraphs 31, 32, 33 and 34 are added, replacing paragraphs that were previously eliminated by a prior amendment.**

**31. Prohibition on Timesharing/Fractionalization and Similar Forms of Ownership and of Uses Similar to Timeshare, Fractional-shares, Vacation Clubs other Clubs and Similar Uses.**

- 1. *No Unit, whether leased or owned, shall be owned or used for the operation of a timesharing, fraction-sharing, interval ownership, vacation club, other club or any similar program by which the right to exclusive use of a Unit rotates among participants in the program on a fixed or floating time schedule or other basis, over a period of years or otherwise.*
- 2. *No Unit, whether leased or owned, shall be used for the operation of a reservation or time-use system among users or co-Owners of a Unit, regardless of whether or not any user or co-Owner may later opt out of such system and regardless of whether the reservation or time-use system is recorded or unrecorded, fixed, floating or otherwise.*
- 3. *Whether a use, right, or ownership interest in or to a Unit is in violation of the above restrictions may be reasonably determined by the Association, or by an Owner claiming a violation, with one or more of the following relevant factors:*
  - a. *if any right, title, use or ownership interest in such Unit is publicly marketed for sale or use or availability subject to a system similar to those described above; or*
  - b. *if the users or co-Owners are or were required, as a condition of purchase of a use or ownership interest in such Unit, to subject the interest to a pre-determined reservation or time-use system among users or co-Owners; or*
  - c. *if in the marketing, offering or selling of any club membership interest, limited*

*liability company interest, limited partnership interest, program interest or other interest in which the interest-holder acquires a right to participate in a reservation or time-use system among the interest-holders, or among the interest-holders and others, the Unit, or involving the Unit and other alternate or substitute properties, regardless of whether such interest is equity or non-equity, and regardless of whether or not any interest-holder may later opt out of such system and regardless of whether the reservation or time-use system is recorded or unrecorded, fixed, floating or otherwise (such interest referred to herein as an "Interest"); or*

*d. if one or more of the following conditions exist:*

*i. the Interest is publicly marketed for sale, purchase or use; or*

*ii. the Interest-holders are or were required, as a condition of acquisition of the Interest, to be subject to a pre-determined reservation or time-use system among Interest-holders, or among Interest-holders and others.*

*4. All of the foregoing uses, systems or programs are referred to as "Timeshare Programs."*

*5. The above restrictions shall be effective upon the recording of this Amendment for any new use or change in use or change in ownership of a Unit.*

*6. Any existing Timeshare Programs, as of the effective date of this Amendment are preserved, protected and grandfathered as permissible.*

*32. Co-Ownership of Units is Permissive. Mere co-ownership of a Unit, ownership of a Unit by an entity or short-term leasing of a Unit shall not create a Timeshare Program (as defined above) unless it meets any of the conditions described above. The definition of Timeshare Program expressly excludes the voluntary inclusion of a Unit in any lodging or rental program of the Association.*

*33. Restrictions on Further Application for Zoning Changes, Variances or Use Permits and any Zoning, Variance or Use Permits.*

*1. No application for rezoning of any Unit, or any portion of the Community, and no applications for variances or use permits, shall be filed with any government or quasi-governmental authority, unless the proposed rezoning, variance or use permit has been approved:*

*a. by the Board of Directors; or*

*b. by at least 67% of the allocated votes and the uses that would be permitted under the rezoning, variance or use permit comply with the Declaration and the other governing documents.*

*2. No rezoning of any Unit, or any portion of the Community, and no variances or use*

*permits shall be valid, regardless of the approval of any government or quasi-governmental authority, unless the rezoning, variance or use permit has been approved:*

- a. by the Board of Directors; or*
- b. by at least 67% of the allocated votes and the uses that would be permitted under the rezoning, variance or use permit comply with the Declaration and the other governing documents.*

*34. Conflicts between Terms of the Declaration or Other Documents. This Amendment supersedes and controls over any contrary provision contained in the Declaration. In the case of conflict between the terms of the Declaration and Articles and the Bylaws of the Association, the Declaration, as amended, shall control.*

II. **No Other Amendments.** Except as amended by the terms of this Amendment and previous amendments or supplements of record, the Declaration (referred to in this Amendment, as amended and supplemented of record, as the Declaration) shall remain in full force and effect as the declaration for the Community.

III. **Effective Date.** This Amendment shall be effective upon recording.

**Antlers Condominium Association, Inc.,**  
a Colorado nonprofit corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing was acknowledged before me by \_\_\_\_\_, as \_\_\_\_\_ of the Antlers Condominium Association, Inc., a Colorado nonprofit corporation, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witness my hand and seal.  
My commission expires:\_\_\_\_\_

Notary Public

[illegible]

The foregoing was acknowledged before me by \_\_\_\_\_, as \_\_\_\_\_ of the Antlers Condominium Association, Inc., a Colorado nonprofit corporation, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness my hand and seal.  
My commission expires:\_\_\_\_\_

Notary Public

**AFTER RECORDING RETURN TO:**

Orten Cavanagh Richmond & Holmes, LLC.  
Attorneys for the Association  
1301 Washington Avenue, Suite 350  
Golden, CO 80401