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Cheri Brunvand - Summit County Recorder

**AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
COPPER JUNCTION**

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**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR COPPER JUNCTION**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COPPER JUNCTION (this "Declaration") is made as of _____, 1999, by COPPER MOUNTAIN, INC., a Delaware corporation (together with its successors and assigns, "CMI"), and THE COPPER JUNCTION CONDOMINIUM ASSOCIATION, a Colorado nonprofit corporation (together with its successors and assigns, the "Association").

RECITALS:

A. Copper Junction is a leasehold condominium project created pursuant to the Condominium Declaration for Copper Junction, recorded May 11, 1973, in the Summit County Records (as defined below), in Book 255 at Page 871 (as amended by the First Supplement recorded June 29, 1973, in Book 258 at Page 112, the "Original Declaration").

B. CMI and the Association desire to amend and restate the Original Declaration in its entirety as set forth in this Declaration to (i) submit the fee interest in the Property (as defined below) to the terms and conditions of this Declaration, and (ii) convert Copper Junction from a leasehold condominium project to a fee simple condominium project, subject to the condominium leases described on Exhibit A to this Declaration.

C. This amendment and restatement of the Original Declaration has been approved as required by, and in accordance with, the terms and conditions of Section 19 of the Original Declaration.

DECLARATION

In consideration of the foregoing, CMI and the Association hereby amend and restate the Original Declaration in its entirety as follows:

ARTICLE 1 - DEFINITIONS

1.1 **Basic Definitions.**

(a) "Act" means the Colorado Common Interest Ownership Act, Colorado Revised Statutes 38-33.3-101 through 38-33.3-319, as the same may be amended from time to time.

(b) "Articles" means the Amended and Restated Articles of Incorporation of the Association, as the same may be amended from time to time.

(c) "Assessment" has the meaning given to that term in subparagraph 5.1(a)(i) below.

(d) "Assessment Lien" means the lien of the Association on a Condominium Unit, as described in Section 5.4 below.

(e) "Association" means The Copper Junction Condominium Association, a Colorado nonprofit corporation, and its successors and assigns.

(f) "Association Documents" means this Declaration, the Articles, the Bylaws and the Rules and Regulations, as the same may be amended from time to time.

(g) "Bylaws" means the Amended and Restated Bylaws of the Association, as the same may be amended from time to time.

(h) "CMI" means Copper Mountain, Inc., a Delaware corporation, and its successors and assigns.

(i) "Commercial Member" has the meaning given to that term in the Articles.

(j) "Commercial Unit" means each Condominium Unit so designated on Exhibit B attached to this Declaration and labeled with the prefix "C" on the Condominium Map (e.g., Unit C-1).

(k) "Common Elements" means the General Common Elements and the Limited Common Elements.

(l) "Common Expenses" means:

(i) any and all costs, expenses and liabilities incurred by or on behalf of the Association, including, without limitation, costs, expenses and liabilities for (A) managing, operating, insuring, improving, repairing, replacing and maintaining the Common Elements and property owned by the Association; (B) providing facilities, services and other benefits to Owners, Lessees and their guests; (C) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (D) levying, collecting and enforcing the Assessments, charges and liens imposed pursuant hereto; (E) regulating and managing the Project; and (F) operating the Association; and

(ii) reserves for any such costs, expenses and liability.

(m) "Condominium Lease" means any one of the leases of Condominium Units described on Exhibit A to this Declaration, as the same may be amended or assigned from time to time.

(n) **"Condominium Map"** means the Condominium Map for Copper Junction recorded in the Summit County Records, on May 11, 1973, at Reception No. 133742, as the same may be amended or supplemented from time to time.

(o) **"Condominium Unit"** has the meaning given to that term in Section 2.4 below.

(p) **"Declaration"** means this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Copper Junction, as the same may be amended from time to time.

(q) **"Director"** means a duly elected member of the Executive Board.

(r) **"Employee Housing Unit"** means any Condominium Unit designated as an Employee Housing Unit on Exhibit B to this Declaration and labeled with the prefix "E" on the Condominium Map (e.g., Unit E-1).

(s) **"Executive Board"** means the Association's board of directors.

(t) **"First Mortgage"** means any Mortgage which is not subordinate to any other lien or encumbrance, except liens for taxes or other liens which are given priority by statute.

(u) **"First Mortgagee"** means a Mortgagee under a First Mortgage.

(v) **"General Common Elements"** means all of the Project, other than the Units and the Limited Common Elements. Without limiting the generality of the preceding sentence, the General Common Elements include, without limitation:

(i) all of the Property, including, without limitation, the foundations, columns, girders, beams, supports, perimeter and supporting walls, utility systems, mechanical systems, roofs, chimneys, drainage facilities, garages, parking spaces, lobbies, halls, corridors, basements, lounges, linen rooms, laundry rooms, saunas, whirlpools, ski rack rooms, storage space, elevators, stairs, stairways, courtyards, stoops, exits and entrances, except for those Improvements that are designated as Units or Limited Common Elements; and

(ii) all yards, sidewalks, walkways, trails, paths, lawns, shrubbery, trees, gardens and landscaping located on the Property, other than those designated as Limited Common Elements.

If the Association holds record title to a leasehold or a fee simple interest in a Condominium Unit, such Condominium Unit shall not be considered a General Common Element. Instead, it shall be considered property owned by the Association under Section 2.8 below.

(w) "Improvement" means any building, structure or other improvement (including, without limitation, all fixtures and improvements contained therein) located on the Property and within which one or more Units or Common Elements are located.

(x) "Interest in General Common Elements" means the undivided interest in the General Common Elements appurtenant to each Unit, as shown on Exhibit B to this Declaration.

(y) "Leasehold Condominium Units" has the meaning given to that term in Section 2.1 below.

(z) "Lessee" means the record holder of legal title to the lessee's interest under a Condominium Lease. If there is more than one record holder of legal title to the lessee's interest under a Condominium Lease, each record holder shall be a Lessee.

(aa) "Limited Common Elements" means those portions of the Common Elements allocated by this Declaration for the exclusive use of one or more Units, but fewer than all of the Units. Without limiting the generality of the foregoing, "Limited Common Elements" include, without limitation,

(i) any physical portion of the Project that is labeled on the Condominium Map as "LCE"; and

(ii) with respect to a Unit, the balcony which is accessible from, associated with and adjoining that Unit.

(ab) "Membership" means the state of being a member in the Association appurtenant to and arising out of:

(i) ownership of fee simple title to a Condominium Unit that is not subject to a Condominium Lease, or

(ii) ownership of the Lessee's interest in a Condominium Unit under a Condominium Lease.

(ac) "Mortgage" means any mortgage, deed of trust or other document pledging any of the following as security for payment of a debt or obligation:

(i) any Condominium Unit;

(ii) the Lessee's interest under a Condominium Lease; or

(iii) any interest in a Condominium Unit or in a Lessee's interest under a Condominium Lease.

(ad) "Mortgagee" means any Person named as a mortgagee or beneficiary in any Mortgage, any successor to the interest of any such Person under a Mortgage and any Person that insures or guarantees a Mortgage.

(ae) "Owner" means the record holder of legal title to the fee simple interest in any Condominium Unit for which there is no Condominium Lease. If there is more than one record holder of legal title to such a Condominium Unit, each record holder shall be an Owner.

(af) "Parking Association" has the meaning given to that term in Section 2.8 below.

(ag) "Parking Facility" has the meaning given to that term in Section 2.8 below.

(ah) "Person" means any natural person, corporation, partnership, limited liability company, association, trust or any other entity capable of owning real property under the laws of the State of Colorado.

(ai) "Project" means Copper Junction, a fee simple condominium project, consisting of the Units and the Common Elements.

(aj) "Property" means Lot 1, Block 1, Copper Mountain Filing No. 1, together with all Improvements now or hereafter located thereon and all other real and personal property made subject to this Declaration from time to time.

(ak) "Residential Unit" means any Condominium Unit indicated on Exhibit B to this Declaration as either a Residential Unit or an Employee Housing Unit. For purposes of the Association Documents, no distinction shall be made between Employee Housing Units and other Residential Units, except as expressly set forth to the contrary in an Association Document.

(al) "Residential Member" has the meaning given to that term in the Articles.

(am) "Rules and Regulations" means any instruments adopted by the Association for the regulation and management of the Project, as the same may be amended from time to time.

(an) "Share of Common Expenses" means the share of Common Expenses allocated to each Unit in accordance with the terms and conditions of Section 5.2 below.

(ao) "Summit County Records" means the Office of the Clerk and Recorder for Summit County, Colorado.

(ap) "Unit" means an individual airspace within the Project that:

(i) is designated for separate ownership under this Declaration, and

(ii) is identified and depicted as a Unit on the Condominium Map and has boundaries that are described or shown on the Condominium Map.

If walls, floors or ceilings are designated as boundaries of a Unit, all plaster, paneling, tiles, wallpaper, painting, finished flooring, windows, doors and any other materials constituting any portion of the finished surfaces thereof are part of the Unit, and all other portions of the walls, floors and ceilings are part of the Common Elements.

1.2 Gender and Number. Wherever the context of this Declaration so requires:

- (a) Words used in the masculine gender shall include the feminine and neuter genders.
- (b) Words used in the neuter gender shall include the masculine and feminine genders.
- (c) Words used in the singular shall include the plural.
- (d) Words used in the plural shall include the singular.

ARTICLE 2 - CONVERSION, UNITS AND COMMON ELEMENTS

2.1 Leasehold Condominium Units. Pursuant to the Original Declaration, the Property (other than CMI's fee simple interest in and to the Property) was divided into separate leasehold condominium estates (the "Leasehold Condominium Units"). Each Leasehold Condominium Unit consisted of a leasehold interest in and to:

- (a) A separately identified Unit.
- (b) The undivided percentage interest in and to the Common Elements appurtenant to that Unit.

2.2 Submission and Conversion. CMI and the Association hereby submit all of their respective fee simple interests in and to the Property to condominium ownership under the terms and conditions of this Declaration and hereby convert the Leasehold Condominium Units to the Condominium Units. From and after the date of this Declaration, each Condominium Unit shall be a fee simple condominium unit; subject, however, to the tenancy created by the Condominium Lease, if any, applicable to the Leasehold Condominium Unit from which the Condominium Unit was converted.

2.3 Effect of Conversion on the Lessees. Notwithstanding the conversion of the Leasehold Condominium Units under Section 2.2 above, the Condominium Leases remain in full force and effect, and the Lessees, and the lessor under the Condominium Leases, continue to have the rights and obligations described in their respective Condominium Leases.

2.4 Condominium Units.

- (a) A "Condominium Unit" means a Unit, together with:
- (i) the Interest in General Common Elements appurtenant to that Unit;
 - (ii) the right to the exclusive or nonexclusive use of the Limited Common Elements, if any, appurtenant to that Unit; and
 - (iii) the Membership in the Association appurtenant to that Unit.

(b) Except as expressly provided to the contrary in paragraph 2.4(c) below, no part of a Condominium Unit may be partitioned or separated from any other part thereof. Each Condominium Unit shall always be conveyed, transferred, gifted, devised, bequeathed, encumbered and otherwise affected only as a complete Condominium Unit. Every conveyance, transfer, gift, devise, bequest, encumbrance or other disposition of a Condominium Unit shall be presumed to be a disposition of the entire Condominium Unit, including without limitation, the Interest in General Common Elements, the Limited Common Elements and the Membership in the Association, which form part of the Condominium Unit.

(c) The Owner of a Commercial Unit may partition such Commercial Unit into several Commercial Units, on the conditions that:

- (i) the Interest in General Common Elements appurtenant to the Commercial Unit being partitioned is fairly divided among the resultant Commercial Units, and
- (ii) the Interest in General Common Elements of all other Condominium Units in the Project remains unaffected.

A partition of a Commercial Unit under this paragraph shall be accomplished by recordation of an amendment or supplement to this Declaration and the Condominium Map properly executed by all affected parties.

(d) Each Condominium Unit constitutes a separate parcel of real estate and will be separately assessed and taxed.

2.5 Interest in General Common Elements. The Interest in General Common Elements appurtenant to each Unit are set forth on Exhibit B to this Declaration.

2.6 Limited Common Elements. The allocation of the Limited Common Elements described in this Declaration may not be reallocated without the consent of all Owners and Lessees whose Units would be affected by such reallocation.

2.7 Use of Common Elements. Each Owner, and each Lessee during the term of his Condominium Lease, may use the Common Elements appurtenant to his Unit in accordance with this Declaration and the other Association Documents, for the purposes for which they are

intended, without hindering, encumbering or encroaching upon the lawful rights of the other Owners and Lessees.

2.8 Association Property.

(a) The Association, for itself or as attorney-in-fact for the Owners and the Lessees, may acquire and hold for the use and benefit of Owners and Lessees, property of whatever nature, real or personal, tangible or intangible, and may dispose of the same by sale or otherwise. The beneficial interest in any such property that is not a General Common Element shall:

(i) be owned by all of the Owners and Lessees in the same proportions as their respective Interests in General Common Elements, or such other proportions as the Executive Board deems equitable or appropriate, and

(ii) not be transferable except with a transfer of a Condominium Unit or Condominium Lease, in which event transfer of such beneficial interest shall be automatic.

(b) The Association is currently a member of Copper Mountain Lot B Parking Association, a Colorado nonprofit corporation (the "Parking Association"), which operates a parking facility on Lot B, Copper Mountain Filing No. 1, according to the plat thereof recorded in the Summit County Records (the "Parking Facility"). Pursuant to the Original Declaration, Copper Mountain, a Colorado limited partnership, granted a license to the Association for the use of 31 parking spaces in the Parking Facility. CMI, as successor in interest to Copper Mountain, hereby ratifies and confirms the license granted to the Association in the Original Declaration subject to the provisions of this subparagraph. The Association shall be entitled to use 31 parking spaces located in the Parking Facility, which parking spaces shall be used primarily as and for guest parking for the members of the Association, until such time as CMI notifies the Association of its immediate intention to demolish the Parking Facility. CMI agrees, prior to demolition of the Parking Facility and the termination of the Association's license rights therein, to provide the Association with replacement parking such that the Property will remain in compliance with all laws and regulations concerning parking. CMI will provide fewer parking spaces if parking requirements are reduced, but CMI will not provide additional parking spaces if parking requirements are increased.

ARTICLE 3 – THE ASSOCIATION

3.1 Purposes and Powers. The Association's purposes and powers are set forth in the Articles.

3.2 Association Documents.

(a) This Declaration converts the Project from a leasehold condominium project to a fee simple condominium project as more fully set forth in Article 2 above and sets forth certain covenants, conditions, restrictions, reservations, easements, assessments, charges

and liens applicable to the Property. The Articles create the Association. The Bylaws provide for the regulation and management of the Association, and the Rules and Regulations provide for the regulation and management of the Project.

(b) In the event that there is any conflict or inconsistency between the terms and conditions of this Declaration and the terms and conditions of the Articles, the Bylaws or the Rules and Regulations, the terms and conditions of this Declaration shall control. In the event that there is any conflict or inconsistency between the terms and conditions of the Articles and the terms and conditions of the Bylaws or the Rules and Regulations, the terms and conditions of the Articles shall control. In the event of any conflict or inconsistency between the terms and conditions to the Bylaws and the terms and conditions of the Rules and Regulations, the terms and conditions of the Bylaws shall control.

3.3 Books and Records. Upon request, the Association shall allow Owners, Lessees, Mortgagees and their respective agents to inspect current copies of the Association Documents and the books, records, budgets and financial statements of the Association during normal business hours and under other reasonable circumstances. The Association may charge a reasonable fee for copying such materials.

3.4 Certificate of Identity. The Association shall, at least once each year, mail to all Owners and Lessees a certificate setting forth the names and addresses of the then-current Directors, and if the Association has appointed a Managing Agent, the name and address of such Managing Agent. Such certificate may be conclusively relied upon by any Owner or Lessee.

3.5 Registration By Owners and Lessees.

(a) Each Owner and each Lessee shall register his mailing address with the Association, and except for periodic statements and other routine notices, all notices or demands to be served upon an Owner or Lessee shall be sent by either hand delivery, regular mail or overnight courier, postage prepaid, addressed to such Owner or Lessee at his registered address. Notwithstanding the foregoing, for a Condominium Unit for which there is more than one Owner or one Lessee, the Owners or Lessees of the Condominium Unit must designate one Owner or Lessee to receive notices and demands from the Association and register the name and mailing address of that Owner or Lessee with the Association. Any notice or demand delivered by the Association to the registered Owner or Lessee for a Condominium Unit shall be deemed delivered to all of the Owners and Lessees with whom such Owner or Lessee shares the Condominium Unit.

(b) All notices and demands to be served on the Association or its Executive Board shall be sent by either registered or certified mail, postage prepaid, to the following address or such other address as the Association designates for such purpose in a notice duly mailed to all Owners and Lessees: c/o Gay Galligan & Associates, 2890 South Wheeling Way, Aurora, Colorado 80014.

ARTICLE 4 - MEMBERSHIP AND VOTING

Membership in the Association and voting rights and requirements shall be governed by the provisions set forth in Article 5 of the Articles.

ARTICLE 5 - ASSESSMENTS, COMMON EXPENSES AND LIENS

5.1 Obligations for Assessments.

- (a) All Owners and all Lessees shall be obligated to pay to the Association:
 - (i) the assessments imposed by the Executive Board to pay the Common Expenses (the "Assessments"); and
 - (ii) all other charges that the Association is required or permitted to levy or impose on Owners and Lessees or their respective Condominium Units pursuant to this Declaration or any other Association Document.
- (b) The Association may levy and collect Assessments for such periods and in such installments as the Executive Board deems necessary or appropriate.
- (c) No Owner or Lessee shall be exempt from liability for any Assessment or other charge payable under paragraph 5.1(a) above by waiving the use or enjoyment of any Common Element or by abandoning the Condominium Unit against which such Assessment or other charge is made.
- (d) Each Owner shall be personally liable for all Assessments and other charges levied on such Owner or such Owner's Condominium Unit during the period of such Owner's ownership of such Condominium Unit. Each Lessee shall be personally liable for all Assessments and other charges levied on such Lessee or such Lessee's Condominium Unit during the term of such Lessee's Condominium Lease with respect to such Condominium Unit. Subject to Sections 5.4 and 5.5 below, the transferee or assignee of a Condominium Unit or the Lessee's interest under a Condominium Lease, as the case may be, excluding a Mortgagee acquiring title by foreclosure of a Mortgage and the Association, shall be jointly and severally liable with the transferring or assigning Owner or Lessee, without prejudice to such transferee's or assignee's right to recover from such Owner or Lessee, for all unpaid Assessments or charges due before the date of such transfer or assignment.
- (e) Each Assessment or other charge, together with interest at the rate of 18 percent per annum, or such other rate as the Executive Board reasonably sets from time to time, and penalties thereon and all costs and expenses incurred by the Association to collect such Assessment or other amount, including all fees and disbursements of attorneys, accountants, appraisers, receivers and other professionals engaged by the Association in connection therewith, may be recovered by a suit for a money judgment by the Association, without foreclosing or waiving any Assessment Lien securing the same.

(f) The failure of the Association to levy Assessments for any period shall not be deemed a waiver, modification or release of the Owners and Lessees from their obligations to pay their respective Shares of Common Expenses.

(g) The Association may require an Owner or Lessee to deposit with the Association up to three times the amount of the estimated periodic Assessment for Common Expenses to be held by the Association as an operational reserve. Payment of such amount shall not relieve an Owner or Lessee of the obligation to pay the periodic Assessment for Common Expenses as it becomes due. Upon transfer or assignment of a Condominium Unit or Condominium Lease, the transferring Owner or Lessee shall receive any portion of the reserve payment which remains unused as of the date of such transfer or assignment, on the condition that the transferee or assignee establishes a reserve in at least the credited amount upon his assumption of ownership or the leasehold interest in the Condominium Unit.

5.2 Shares of Common Expenses.

(a) The Association shall levy Assessments for Common Expenses against the Owners and Lessees according to the Share of Common Expenses allocated to their respective Units, except that Assessments for insurance premiums shall be based on that proportion of the total premiums that the premiums attributable to a particular Condominium Unit bears to total coverage. The Share of Common Expenses allocated to a Unit shall be calculated as follows:

(i) each Residential Unit's Share of Common Expenses shall equal the sum obtained by adding:

(A) the product obtained by multiplying (1) the sum of the amount of all Common Expenses attributable to the General Common Elements and the amount of all Common Expenses otherwise attributable to all Units, by (2) the Interest in General Common Elements appurtenant to the Residential Unit; and

(B) for each Limited Common Element appurtenant to the Residential Unit, the product obtained by multiplying (1) the amount of Common Expenses attributable to such Limited Common Element, by (2) a fraction, the numerator of which is the number 1, and the denominator of which is the number of Units to which such Limited Common Element is appurtenant.

(ii) each Commercial Unit's Share of Common Expenses shall equal the sum obtained by adding:

(A) the product obtained by multiplying (1) the sum of the amount of all Common Expenses attributable to the General Common Elements and the amount of all Common Expenses otherwise attributable to all Units, by (2) the Interest in General Common Elements appurtenant to the Commercial Unit; and

(B) for each Limited Common Element appurtenant to the Commercial Unit, the product obtained by multiplying (1) the amount of Common Expenses attributable to such Limited Common Element, by (2) a fraction, the numerator of which is the number 1, and the denominator of which is the number of Units to which such Limited Common Element is appurtenant.

(b) For so long as CMI is the Owner or Lessee of any Unit in the Project, such Unit and CMI in its capacity as the Owner or Lessee of such Unit shall not be subject to any Assessment levied by the Association for acquisition costs incurred by the Association to purchase other Units in the Project from CMI, except any such Unit that is used as the dwelling of or office for a manager of the Project. This paragraph 5.2(c) shall inure to the benefit of CMI, but not to its successors or assigns. This paragraph 5.2(c) may not be amended without the prior written consent of CMI.

(c) Notwithstanding anything to the contrary contained in this Declaration, if any Common Expense or portion thereof results from the acts or omissions of fewer than all of the Owners and Lessees or benefits fewer than all of the Units, the Association may levy a special Assessment for such Common Expense against the Units, Owners or Lessees benefitted thereby, equally in proportion to the Interests in General Common Elements appurtenant to those Units or in any other equitable properties as the Association reasonably deems appropriate.

5.3 Assignment of Assessments. The Association shall have the unrestricted right to assign its right to receive Assessments and other future income, either as security for obligations of the Association or otherwise, on the condition that any such assignment is approved by a majority of the votes allocated to Memberships present at a meeting at which a quorum is present.

5.4 Assessment Lien.

(a) The Association shall have a lien on each Condominium Unit for any Assessment levied against that Condominium Unit and for any fines, late charges, penalties, interest and attorneys' fees, disbursements and costs of collection imposed against the Owner or Lessee of such Condominium Unit under any Association Document. The Assessment Lien shall secure all of the foregoing obligations of an Owner or Lessee from the time such obligations become due. If an Assessment is payable in installments, the Assessment Lien shall secure each installment from the time it becomes due, including the due date set by any valid Association acceleration of installment obligations.

(b) An Assessment Lien is prior to all other liens and encumbrances on a Condominium Unit, except:

(i) liens and encumbrances recorded prior to the recordation of the Original Declaration;

(ii) liens for real estate taxes and other governmental assessments or charges against the Condominium Unit;

(iii) any accrued but unpaid rent due under the Condominium Lease, if any, for that Condominium Unit; and

(iv) a First Mortgage which was recorded before the date on which the Assessment sought to be enforced became delinquent, except as otherwise provided by the Act.

(c) The recording of this Declaration constitutes record notice and perfection of an Assessment Lien on each Condominium Unit. No further recordation of any claim of any Assessment Lien is required.

(d) An Assessment Lien is extinguished unless proceedings to enforce the Assessment Lien are instituted within six years after the full amount of the Assessment secured thereby becomes due.

(e) This Section 5.4 does not prohibit actions or suits to recover sums secured by an Assessment Lien or the Association from taking a deed in lieu of foreclosure.

(f) In any action by the Association to collect Assessments or to foreclose an Assessment Lien for unpaid Assessments, the court may appoint a receiver of the Owner or Lessee to collect all sums alleged to be due from the Owner or Lessee prior to or during the pendency of the action. A court may order the receiver to pay any sums held by the receiver to the Association during the pending of the action to the extent of the Association's Assessments.

(g) An Assessment Lien may be foreclosed in like manner as a mortgage on real estate. Periodic Assessments shall be payable during the period of foreclosure of an Assessment Lien.

5.5 Estoppel Certificates; Notices to Mortgagees.

(a) Upon the Association's receipt of a written request and payment of a \$15 fee, the Association shall furnish to an Owner, Lessee or Mortgagee or to the designee of an Owner, Lessee or Mortgagee, a statement setting forth the amount of unpaid Assessments currently levied against such Owner's or Lessee's Condominium Unit. The statement shall be furnished within fourteen calendar days after the Association's receipt of the request and the \$15 fee and is binding on the Association, the Executive Board and every Owner and Lessee. If no statement is furnished to the requesting Owner, Lessee, Mortgagee or designee, then the Association shall have no right to assert the priority of its Assessment Lien upon the Condominium Unit for unpaid Assessments which were due as of the date of the request. Notwithstanding the foregoing, no fee shall be payable by Owners or Lessees of Employee Housing Units under this paragraph 5.5(a).

(b) The Association shall report to any Mortgagee any unpaid Assessments remaining unpaid for more than sixty days after the same shall have become due, if such Mortgagee first shall have delivered to the Association a written request for notice of unpaid Assessments. Any Mortgagee holding a lien on a Condominium Unit may pay any unpaid

Assessment with respect to such Condominium Unit, together with any and all costs and expenses incurred with respect to the Assessment Lien securing such unpaid Assessment, and upon such payment, such Mortgagee shall have a lien on the Condominium Unit for the amounts paid with the same priority as a lien of the Mortgage held by such Mortgagee.

ARTICLE 6 - MAINTENANCE OF COMMON ELEMENTS AND UNITS

6.1 Maintenance of Common Elements.

(a) Except as otherwise provided in this Declaration, the Association, or its duly designated agent, shall maintain the Common Elements and the Association's property in good order and condition and shall otherwise manage and operate the Common Elements and such property as it deems necessary or appropriate. In this regard the Association may:

- (i) construct, modify, add to, replace or renovate any improvements that are located on or constitute a part of any Common Element;
- (ii) plant and replace trees, shrubs and other vegetation on any Common Element;
- (iii) place, maintain and replace signs upon any Common Element;
- (iv) adopt and enforce Rules and Regulations regulating the use of Common Elements;
- (v) impose and collect fees for the use of any Common Element; and
- (vi) take any other actions as the Association deems necessary or advisable to protect, maintain, operate, manage or regulate the use of the Common Elements.

(b) The Association and its agents have the irrevocable right, but no obligation, to access each Unit at any time for emergency repairs and situations, and at reasonable times for maintenance, repair or replacement of Common Elements. If the need for access or repair or replacement of a Common Element was caused by the misuse or negligence of an Owner or Lessee, such Owner or Lessee shall be solely liable and responsible for all costs, expenses and damage, and the Association may directly bill such Owner or Lessee for the same.

6.2 Maintenance of Units. Each Owner and Lessee, at such Owner's or Lessee's sole cost and expense, shall maintain his Unit (including all fixtures therein) and the Limited Common Elements assigned solely to his Unit, in good order and repair, except in such cases (e.g., paint on external doors and windows and balconies) where for reasons of uniformity or structural integrity the Association deems it necessary or appropriate to perform such maintenance itself.

6.3 Mechanic's Liens and Indemnification. No labor performed or materials furnished and incorporated into a Unit with the consent or at the request of an Owner, a Lessee or an agent, contractor or subcontractor of an Owner or a Lessee shall be the basis either for filing a lien against the Condominium Unit of any other Owner or Lessee not expressly requesting or consenting to the same, or against the Common Elements. Each Owner and Lessee shall indemnify and hold harmless each of the other Owners and Lessees and any Mortgagee from and against all liability arising from any claim or lien against the Condominium Unit of any other Owner or Lessee or against the Common Elements for construction performed or for labor, materials, services or supplies incorporated in the Owner's or Lessee's Unit at the Owner's or Lessee's request.

ARTICLE 7 - COVENANTS, CONDITIONS AND RESTRICTIONS

7.1 Applicability of Covenants, Conditions and Restrictions. Except as otherwise provided in this Declaration, the covenants, conditions and restrictions set forth in this Article 7 shall apply to all Condominium Units and Common Elements.

7.2 Association Documents. Each Owner and Lessee shall comply strictly with, and shall ensure that its guests comply with, all provisions of the Association Documents and all provisions of the Copper Mountain Property Owners' and Lessees' Agreement that apply to such Owner or Lessee or such Owner's or Lessee's Condominium Unit.

7.3 Other Documents and Restrictions. Each Owner and Lessee shall comply with, and each conveyance of the fee simple interest in and to a Condominium Unit or the Lessee's interest under a Condominium Lease shall be subject to the following, in addition to the Association Documents and The Copper Mountain Property Owners' and Lessees' Agreement, as the same may be amended from time to time:

(a) Terms and conditions of the articles of incorporation and bylaws of The Copper Mountain Resort Association and the Copper Mountain Property Owners' and Lessees' Association, as the same may be amended from time to time.

(b) Obligations arising out of inclusion of the Property in the Copper Mountain Consolidated Metropolitan District or any successor entities.

(c) Protective covenants, easements, reservations and restrictions of record.

7.4 Notice of Conveyance, Assignment or Encumbrance.

(a) Promptly after a conveyance of a fee simple interest in a Condominium Unit, the grantee shall furnish a copy of the conveyance deed to the Association.

(b) Promptly after an assignment of a Lessee's interest under a Condominium Lease, the assignee shall furnish a copy of the assignment document to the Association and to the lessor under Condominium Lease.

(c) Promptly after an encumbrance of a fee simple interest in a Condominium Unit or of a Lessee's interest under a Condominium Lease, the Owner or Lessee shall furnish the Association with a copy of the Mortgage creating the encumbrance.

7.5 Use of Units.

(a) Each Residential Unit may be used and occupied for high-class residential purposes only. Any Owner and, subject to any restrictions in its Condominium Lease, any Lessee, may lease or sublease its Residential Unit for such purpose.

(b) Each Commercial Unit may be used and occupied for high-class commercial purposes only. Any Owner and, subject to any restrictions in its Condominium Lease, any Lessee, may lease or sublease its Commercial Unit for such purpose.

(c) Employee Housing Units shall be used as employee housing units for full-time employees at the Copper Mountain resort area, subject to the regulations established by the Copper Mountain Property Owners' and Lessees' Association for so long as such regulations apply. The Association shall use its best efforts to enforce the restrictions set forth in this paragraph 7.5(c). In addition, the restrictions set forth in this paragraph 7.5(c) may be enforced by the Copper Mountain Property Owners' and Lessees' Association and by CMI. This paragraph 7.5(c) may not be amended without the written consent of CMI and the Copper Mountain Property Owners' and Lessees' Association.

(d) Each Condominium Unit that is subject to a Condominium Lease may be used only in accordance with the terms and conditions of such Condominium Lease.

7.6 Alterations.

(a) An Owner or a Lessee may not make any improvement or alteration to his Unit that affects any Common Element or any other Unit, without the prior written consent of the Association.

(b) An Owner or a Lessee may not alter a Common Element, without the prior written consent of the Association.

(c) An Owner or a Lessee may not perform any act or work, or cause any act or work to be performed, that impairs or will impair the structural integrity of any part of the Project or any easement or hereditament appurtenant thereto.

7.7 In General.

(a) No animals of any kind shall be raised, bred or kept on the Property, except that dogs, cats or other household pets may be kept subject to the Rules and Regulations.

(b) No modification of the Common Elements nor of any part or appurtenance of or to any Unit which is visible outside such Unit (e.g., doors and balconies) shall be altered

in appearance without the consent of the Association. No unsightly object or nuisances shall be erected, placed or permitted to remain on the Property, nor shall the Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner or Lessee of any Condominium Unit or any resident thereof. The foregoing covenants shall not apply to the Association, its successors and assigns, in furtherance of its powers and purposes as set forth in this Declaration or any other Association Document. Nothing contained in this paragraph shall be construed to allow the Association to use any part of the Property for the conduct of public business not reasonably related to the operation of the Association.

(c) Restrictions of record for Copper Mountain Filing No. 1 are hereby incorporated by reference.

(d) No nuisances shall be allowed on the Property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful enjoyment or possession and proper use of the property by its residents. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard to exist. No Owner or Lessee shall permit any use of his Unit or make any use of the Common Elements which will unreasonably increase insurance rates upon the Project or the Property. The Association may adopt Bylaws and Rules and Regulations as may be related to orderly administration or to abatement and enjoinder of nuisances.

(e) No immoral, improper, offensive or unlawful use shall be permitted or made of the Property or any part thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

(f) Rules and Regulations may be adopted by the Executive Board concerning and governing both the use of the Common Elements and the appearance of the Project. Copies of all such Rules and Regulations shall be posted or furnished to Owners and Lessees prior to the time that such Rules and Regulations become effective. No such Rules and Regulations shall unreasonably inhibit, impair or restrict Commercial Unit operations. The Association shall be responsible for taking such actions and making such Rules and Regulations as will ensure high standards of safety, cleanliness and pleasing appearance of the Common Elements.

(g) Except for those improvements caused to be erected or installed by the Association, no exterior additions, alterations or decorating to the Project, nor changes in fences, plantings, walls and other structures forming part of the Project shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, heights, materials, location and approximate cost of same shall have been submitted to and approved in writing by the Executive Board and, as more particularly described in the Copper Mountain Property Owners' and Lessees' Agreement, the Copper Mountain Planning and Architectural Control Committee, so as to assure conformity and harmony of external design and relative location with existing structures on the Property.

ARTICLE 8 - EASEMENTS

8.1 Easements for Encroachments. If any portion of the Common Elements now encroaches upon any Unit or Units, or if any portion of a Unit now encroaches upon any other Unit or upon any portion of the Common Elements, as a result of the construction of the Property, or if any such encroachment shall occur hereafter as a result of settling or shifting of the improvements, a valid easement for the encroachment and for the maintenance of the same so long as it stands shall exist. In the event the Property, any Unit, any adjoining Unit or any adjoining Common Element shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as they shall stand. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or upon title to the Units so as to impair merchantability of title.

8.2 Association's Easement.

(a) The Association shall have a general easement over, across, through and under each Unit and each Common Element to:

(i) exercise any right held by the Association under this Declaration or any other Association Document; and

(ii) perform any obligation imposed upon the Association by this Declaration or any other Association Document.

(b) Notwithstanding the foregoing, the Association shall not enter any Unit without reasonable prior notice to the Owner or Lessee thereof, except in cases of emergency.

ARTICLE 9 - INSURANCE

9.1 Insurance Coverage. The Association shall obtain and maintain all insurance required to be obtained and maintained by associations of unit owners under the Act.

9.2 Insurance Proceeds. Any damage or destruction covered by insurance maintained by the Association shall be adjusted with the Association in the manner described in the Act and insurance proceeds for any loss shall be paid in the manner described in the Act. For the purposes of the disbursement of insurance proceeds under this paragraph 9.2, both the Owners and the Lessees shall be considered the "owners" (as such term is used in the Act) of the Property, and no distinction may be made between the Owners and the Lessees for that purpose.

ARTICLE 10 - CASUALTY

10.1 Casualty to Common Elements. The Association shall respond to any damage to, or the destruction of, any Common Elements in accordance with the terms and conditions of the Act.

10.2 Casualty to a Unit. Each Owner and each Lessee shall be responsible for repairing or replacing any damage to, or destruction of, the interior of his Unit.

ARTICLE 11 - CONDEMNATION

11.1 Condemnation of the Entire Property. If the entire Property is taken by condemnation or similar proceeding, the Project shall terminate as of the date of the taking and any condemnation award payable in connection therewith shall be paid to the Association and then disbursed by the Association in accordance with the terms and conditions of section 38-33.3-218 of the Act.

11.2 Condemnation of Fewer Than All Units. If one or more Units, but less than the entire Property, is taken by condemnation or similar proceeding:

- (a) Any condemnation award payable in connection therewith shall be paid.
- (b) The interests in General Common Elements appurtenant to those Units shall be reallocated.
- (c) The shares of Common Expenses allocated to those Units shall be reallocated.

All in accordance with the terms and conditions of section 38-33.3-107 of the Act.

11.3 Condemnation of Common Elements.

(a) If any General Common Element is taken by condemnation or similar proceeding, any condemnation award payable in connection therewith shall be paid to the Association and used by the Association:

(i) first, to repair any damage to General Common Elements resulting from the condemnation or similar taking; and

(ii) second, for any other Common Expenses.

(b) The Association shall not be required to pay all or any portion of the condemnation award received for the condemnation or similar taking of a Limited Common Element to the Owners or Lessees of the Units served by such Limited Common Element, unless the Association deems it necessary or appropriate to do so.

11.4 Disbursement of Condemnation Awards. For purposes of the disbursement of any condemnation award under this Article 11, both the Owners and the Lessees shall be considered the "owners" (as such term is used in the Act) of the Property, and no distinction may be made between the Owners and the Lessees for that purpose.

ARTICLE 12 - ENFORCEMENT AND REMEDIES

12.1 Enforcement.

(a) Each provision of this Declaration with respect to the Association or the Common Elements shall be enforceable by any Owner or Lessee by a proceeding for injunctive relief.

(b) Each provision of this Declaration with respect to an Owner, a Lessee or a Condominium Unit shall be enforceable by the Association by:

(i) a proceeding for injunctive relief;

(ii) a suit or action to recover damages; or

(iii) in the discretion of the Association, for so long as any Owner or Lessee fails to comply with any such provisions, exclusion of such Owner or Lessee and its guests from the use of any Common Elements and from participation in any Association affairs.

(c) The Employee Housing Unit restrictions set forth in paragraph 7.5(c) above may be enforced by the Association and those Persons granted enforcement rights under paragraph 7.5(c). This paragraph 12.1(c) may not be amended without the prior written consent of CMI and the Copper Mountain Property Owners' and Lessees' Association.

(d) In addition to the rights and remedies described in paragraph 12.1(b) above, if an Owner or Lessee fails to perform or observe any covenant or condition to be performed or observed by such Owner or Lessee under this Declaration or any other Association Document, the Association shall have the following rights and remedies:

(i) The Association may, but is not obligated to, cure such failure to comply at the Owner's or Lessee's sole cost and expense. If the Association cures any such failure to comply, the Owner or Lessee shall pay to the Association the amount of all costs incurred by the Association in connection therewith within thirty days after the Owner or Lessee receives a written invoice therefor from the Association.

(ii) The Association may, after notice and an opportunity to be heard, fine the Owner or Lessee an amount not to exceed ten times the federally mandated minimum hourly wage for each violation. The Owner or Lessee shall pay any such fine to the Association within thirty days after the Owner or Lessee receives written invoice therefor from the Association.

(iii) With respect to an Owner's or Lessee's failure to pay an installment of any Assessment, the Association may accelerate the due date for the payment of the full amount of the Assessment.

(iv) The Association shall have all other rights and remedies available to it under this Declaration, at law or in equity.

(e) All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy.

12.2 Attorneys' Fees. If any Person subject to the provisions of this Declaration fails to comply with any of its provisions or any provision of the Act, the Articles, the Bylaws or the Rules and Regulations applicable to that Person, any Person or class of Persons adversely affected by the failure to comply may require reimbursement for collection costs and reasonably attorney fees and costs incurred as a result of such failure to comply, without the necessity of commencing a legal proceeding. For each claim, including but not limited to counterclaims, cross-claims, and third-party claims, in any legal proceeding to enforce the provisions of this Declaration or of the Act, the Articles, the Bylaws or the Rules and Regulations, the court shall award to the party prevailing on such claim the prevailing party's reasonable collection costs and attorney fees and costs incurred in asserting or defending the claim.

12.3 Interest. If an Owner or Lessee fails to pay to the Association any Assessment or other amount due to the Association as and when the same becomes due, the Owner or Lessee shall pay to the Association interest on such unpaid amount at the rate of 18 percent per annum, or such other rate as the Executive Board may establish from time to time, from the due date of such unpaid amount until the date paid.

12.4 Right to Notice and Hearing. Whenever an Association Document requires that an action be taken after "notice and hearing," the following procedure shall be observed. The party proposing to take the action (e.g., the Executive Board or a committee or officer of the Association) shall give at least three days' prior written notice of the proposed action to all Owners and Lessees whose interests would be significantly affected by the proposed action, as reasonably determined by the proposing party. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the party proposing to take the action, and all affected Owners and Lessees may give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the hearing to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. Any affected Owner or Lessee shall be notified of the decision in the same manner in which notice of the hearing was given. Any Owner or Lessee having a right to notice and hearing shall have the right to appeal to the Executive Board from a decision of a proposing party other than the Executive Board. Such right of appeal may be exercised within ten days after an Owner or Lessee receives notice of the decision, by filing a written notice of appeal with the Executive Board. The Executive Board shall conduct a hearing within forty-five days thereafter, giving the same notice and observing the same procedures as were required for the original hearing.

12.5 Nonwaiver. Failure by the Association or any Owner or Lessee to enforce any covenant, condition, restriction, reservation, easement, assessment, charge, lien or other provision of this Declaration or any other Association Document shall in no way be deemed to be a waiver of the right to do so thereafter.

ARTICLE 13 - TERM AND AMENDMENTS

13.1 Term. The covenants, conditions, restrictions, reservations, easements, assessments, charges and liens set forth in this Declaration shall run with and bind the Property until the Declaration is terminated pursuant to Section 13.2 below.

13.2 Termination. Subject to the rights of Mortgagees under Article XIV below and the rights of the lessor under the Condominium Leases under Section 13.4 below, the Owners and Lessees may terminate the Project and this Declaration, by the vote of 100 percent of the votes allocated to all Memberships. If the necessary votes and consents are obtained, the termination of Project and this Declaration shall be evidenced by a termination agreement signed by all Persons whose vote thereon or consent thereto is required. Upon recordation of the termination agreement in the Summit County Records, the Project shall be terminated, this Declaration shall have no further force or effect, and the Association shall be dissolved.

13.3 Amendments.

(a) Except for provisions of this Declaration for which other amendment requirements are expressly established, and subject to the rights of Mortgagees under Article 14 below and the rights of the lessor under the Condominium Leases under Section 13.4 below, Owners and Lessees may amend any provision of this Declaration at any time by a vote of at least 70 percent of the votes allocated to all Memberships, except that the Interest in General Common Elements appurtenant to the Units may not be modified without the approval of 100 percent of the votes allocated to all Memberships. If the necessary votes and consents are obtained, the Association shall cause an amendment to the Declaration to be recorded in the Summit County Records.

(b) Notwithstanding the foregoing, no vote of Owners and Lessees or consent of Mortgagees shall be necessary to partition a Commercial Unit in accordance with paragraph 2.4(c) above.

13.4 Lessor's Rights. For so long as any Condominium Lease remains in force and effect this Declaration may not be terminated, and may not be amended in a manner that affects the Units subject to the Condominium Leases, without the consent of the lessor under the Condominium Leases.

ARTICLE 14 - MORTGAGEE PROTECTIONS

14.1 Benefit of Mortgagees. This Article establishes certain standards and covenants which are for the benefit of Mortgagees. This Article is supplemental to, and not in substitution

of, any other provisions of this Declaration, but in the case of any conflict, this Article shall control.

14.2 Notice of Actions. If requested in writing to do so, the Association shall give prompt written notice of the following to each First Mortgagee making such request:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Common Elements or any Unit in which an interest is held by the First Mortgagee.

(b) Any delinquency in the payment of Assessments which remains uncured for sixty days by an Owner or Lessee whose Unit is encumbered by a First Mortgage held by such First Mortgagee.

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action which would require the consent of First Mortgagees as set forth in this Article.

(e) Any judgment rendered against the Association.

14.3 Consent Required. Notwithstanding anything to the contrary contained in this Declaration, the Association, the Owners and the Lessees may not take any of the following actions without the consent of two-thirds (2/3) of the First Mortgagees (based upon one vote for each First Mortgage held):

(a) By act or omission seek to abandon or terminate the Project.

(b) Except as provided herein for condemnation, substantial damage and destruction, change the Interests in General Common Elements, Shares of Common Expenses or votes in the Association of any Condominium Unit, except as permitted under paragraph 2.4(c) above with respect to Commercial Units and under paragraph 15.2(a) below.

(c) Subdivide, partition, or relocate the boundaries of any Unit, except as permitted under paragraph 2.4(c) above with respect to Commercial Units.

(d) Abandon, subdivide, partition, encumber, sell, or transfer the Common Elements (the granting of easements for public utilities or for similar purposes, including cable television in the community, consistent with the intended use of the Common Elements by the Association shall not be deemed a transfer).

(e) Use hazard insurance proceeds for losses to any portion of the Property for other than repair, replacement, or reconstruction of such property, except as provided by statute for substantial loss to the Units or the Common Elements.

14.4 Notice of Objection. Unless a First Mortgagee provides the Association with written notice of its objection, if any, to any proposed amendment or action requiring the approval of First Mortgagees within thirty days following the receipt of notice of such proposed amendment or action, the First Mortgagee will be deemed conclusively to have consented to or approved the proposed amendment or action.

ARTICLE 15 - MISCELLANEOUS

15.1 Covenants Running with the Land. All covenants, conditions, restrictions, reservations, easements, charges, liens and other provisions of this Declaration are covenants running with the land, or equitable servitudes, as the case may be. The obligations, burdens and benefits created by this Declaration shall bind and inure to the benefit of CMI, the Owners, the Lessees, all other parties having any right, title or interest in the Property or any portion thereof and their respective successors, assigns, heirs, devisees, executors, administrators and personal representatives.

15.2 Condominium Map.

(a) The Executive Board may amend the Condominium Map, without the approval of Owners and Lessees, to correct errors in the Condominium Map's representation of the Improvements now forming part of the Property. All other amendments to the Condominium Map shall be made in accordance with the requirements for amending this Declaration set forth in Article 13 above.

(b) Any supplement, amendment or revision of the Condominium Map shall be designated a supplement to the Condominium Map and shall be numbered sequentially. When appropriate, any such supplement shall contain the certificate of a registered Colorado land surveyor or licensed architect certifying that the supplement substantially depicts the location and the horizontal and vertical dimensions of the Units as well as the elevations of the unfinished surfaces of floors and ceilings as constructed, and that such supplement was prepared subsequent to substantial completion of the Improvements.

(c) In interpreting the Condominium Map, the existing physical boundaries of each separate Unit as constructed shall be conclusively presumed to be its boundaries.

15.3 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity and enforceability of any other provision hereof.

15.4 Captions and Titles. All captions and titles of headings of Articles and Sections in this Declaration are for the purpose of reference and convenience and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

15.5 Exhibits. All exhibits attached to this Declaration are a part of, and are incorporated into, this Declaration.

15.6 The Act. Neither CMI nor the Association desires or intends to submit the Project to treatment under the Act pursuant to section 38-33.3-118 of the Act. This Amended and Re-stated Declaration has been effected as permitted under section 38-33.3-120(a) in accordance with the law in effect prior to enactment of the Act. The Act applies to the Project only:

- (a) To the extent required by section 38-33.3-117 of the Act.
- (b) To the extent required by specific provisions of this Declaration.

15.7 Governing Law. This Declaration shall be governed by and construed in accordance with Colorado law.

IN WITNESS WHEREOF, CMI and the Association have caused their respective names to be signed by the signature of a duly authorized official as of the day and year first written above.

COPPER MOUNTAIN, INC., a Delaware corporation

By Martin A. Hammock
Name: Martin A. Hammock
Title: Chief Financial Officer

THE COPPER JUNCTION CONDOMINIUM ASSOCIATION, a Colorado nonprofit corporation

By Ira M. Langenthal
Name: Ira M. LANGENTHAL
Title: Pres. Copper Junction Condo Assoc.

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

On this 17th day of June, 1999, before me, personally appeared Martin A. Hornock, who acknowledged himself to be the Chief Financial Officer of Copper Mountain, Inc., a Delaware corporation, and that he or she as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as such officer.

Witness my hand and official seal.



My Commission expires: May 5, 2002

S. Randolph
Notary Public

STATE OF COLORADO)
My Commission expires May 5, 2002) ss.
COUNTY OF SUMMIT)

On this 23 day of June, 1999, before me, personally appeared Sam Sengathel, who acknowledged himself to be the President of The Copper Junction Condominium Association, a Colorado nonprofit corporation, and that he or she as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as such officer.

Witness my hand and official seal.



My Commission expires: 10-21-2000

Sandy L. Blanch
Notary Public

EXHIBIT A
to
**Amended and Restated Declaration of
Covenants, Conditions and Restrictions
for
Copper Junction**

THE CONDOMINIUM LEASES
[to be attached]

EXHIBIT A
to
Assignment and Assumption Agreement by and between
Copper Mountain, Inc., as Assignor, and
The Copper Junction Condominium Association, as Assignee,
dated June , 1999

Condominium Leases

Master Lease between Copper Mountain, a Colorado limited partnership, as Lessor, and William R. Harmon and Melvin D. Beckett, as Lessees, dated April 6, 1972, and filed May 12, 1972, at Reception No. 126105, as the same might have been extended, amended, modified or replaced by the following:

Lease between Copper Mountain, a Colorado limited partnership, as Lessor(s) and William R. Harmon and Melvin D. Beckett, as Lessee(s), dated July 1, 1973, and recorded July 11, 1973, in Book 238 at Page 442 at Reception No. 135052, as currently assigned to Beckett partnership as to an undivided 70% interest and Margaret R. Knowlton as to an undivided 30% interest by instruments recorded September 24, 1985, at Reception No. 303859, June 18, 1985, at Reception No. 318920, October 3, 1986, at Reception No. 325255, and February 10, 1989, at Reception No. 366338 (Leasehold Condominium Unit C-2):

Lease between Copper Mountain, a Colorado limited partnership, as Lessor(s) and William R. Harmon and Melvin D. Beckett, as Lessee(s), dated July 1, 1973, and recorded July 11, 1973, in Book 238 at Page 465 under Reception No. 135053, as currently assigned to Beckett partnership as to an undivided 70% interest and Margaret R. Knowlton as to an undivided 30% interest by instruments recorded September 24, 1985, at Reception No. 303860, June 18, 1986, at Reception No. 318921, October 3, 1986, at Reception No. 325256, and February 10, 1989, at Reception No. 366339 (Leasehold Condominium Unit C-3):

Lease between Copper Mountain, a Colorado limited partnership, as Lessor(s) and William R. Harmon and Melvin D. Beckett, as Lessee(s), dated July 1, 1973, and recorded July 11, 1973, in Book 238 at Page 488 under Reception No. 135054, as currently assigned to Margarete Heidysch and Peter Heidysch by instrument recorded November 4, 1993, at Reception No. 455345, and as currently encumbered by (a) Deed of Trust in favor of Doris Rasper and Emanuel Rasper to secure \$240,000.00, recorded November 4, 1993, at Reception No. 455346, as modified by instrument recorded May 11, 1998, at Reception No. 565383 and (b) Financing Statement to Doris Rasper, secured party, recorded November 4, 1993, at Reception No. 17967 (Leasehold Condominium Unit C-4):

Lease between Copper Mountain, a Colorado limited partnership, as Lessor(s) and William R. Harmon and Melvin D. Beckett, as Lessee(s), dated July 1, 1973, and recorded July 11, 1973, in Book 238 at Page 511 under Reception No. 135055, as currently assigned to Margarete Heidysch and Peter Heidysch by instrument recorded November 4, 1993, at Reception No. 455345, and as currently encumbered by (a) Deed of Trust in favor of Doris Rasper and Emanuel Rasper to secure \$240,000.00, recorded November 4, 1993, at Reception No. 455346, as modified by instrument recorded May 11, 1998, at Reception No. 565383 and (b) Financing Statement to Doris Rasper, secured party, recorded November 4, 1993, at Reception No. 17967 (Leasehold Condominium Unit C-5);

Lease between Copper Mountain, a Colorado limited partnership, as Lessor(s) and William R. Harmon and Melvin D. Beckett, as Lessee(s), dated July 1, 1973, and recorded July 11, 1973, in Book 238 at Page 544 under Reception No. 135067, as currently assigned to Copper Junction Condominium Association, Inc., a Colorado corporation by instrument recorded September 29, 1981, at Reception No. 229477, and as currently encumbered by Deed of Trust from M.S.B. Co., a general partnership in favor of Majestic Savings and Loan Association to secure \$30,000.00, recorded July 11, 1973, in Book 239 at Page 262, under Reception No. 135076 as assumed by Copper Junction Condominium Association, Inc. by instrument recorded October 1, 1981, at Reception No. 229635 (Leasehold Condominium Unit E-1);

Lease between Copper Mountain, a Colorado limited partnership, as Lessor(s) and William R. Harmon and Melvin D. Beckett, as Lessee(s), dated July 1, 1973, and recorded July 11, 1973, in Book 238 at Page 565 under Reception No. 135068, as currently assigned to Coe D. Meyer and Kristin K. Meyer by instrument recorded May 6, 1985, at Reception No. 296339, and as currently encumbered by Assessment Lien in the amount of \$1,125.58, recorded March 31, 1989, at Reception No. 368388 (Leasehold Condominium Unit E-2);

Lease between Copper Mountain, a Colorado limited partnership, as Lessor(s) and William R. Harmon and Melvin D. Beckett, as Lessee(s), dated July 1, 1973, and recorded July 11, 1973, in Book 238 at Page 586 under Reception No. 135069, as currently assigned to John Gillett by instrument recorded October 28, 1994, at Reception No. 479122 (Leasehold Condominium Unit E-3);

Lease between Copper Mountain, a Colorado limited partnership, as Lessor(s) and William R. Harmon and Melvin D. Beckett, as Lessee(s), dated July 1, 1973, and recorded July 11, 1973, in Book 238 at Page 682 under Reception No. 135088, as currently assigned to Dakota Corporation, a Nevada corporation by instrument recorded November 9, 1994, at Reception No. 479989 and as currently encumbered by (a) Assessment Lien in the amount of \$3,069.11, recorded March 28, 1997, at Reception No. 536023, and encumbered by (b) Assessment Lien in the amount of \$5,488.59 recorded June 25, 1997, at Reception No. 541321 and encumbered by (c) Assessment Lien in the amount of \$4,972.95, recorded June 4, 1998, at Reception No. 567027 and encumbered by (d) Financing Statement in favor of AME Mortgage recorded December 1, 1998, at Reception No. 582471 (Leasehold Condominium Unit R-201);

Lease between Copper Mountain, a Colorado limited partnership, as Lessor(s) and William R. Harmon and Melvin D. Beckett, as Lessee(s), dated July 1, 1973, and recorded July 11, 1973, in Book 238 at Page 705 under Reception No. 135089, as currently assigned to Paul C. Barringer and Barbara B. Barringer by instrument recorded July 24, 1973, in Book 240 at Page 532 under Reception No. 135479, and as currently encumbered by Deed of Trust in favor of Norwest Mortgage, Inc., to secure \$50,000.00, recorded December 31, 1998, at Reception No. 585198 (Leasehold Condominium Unit R-202);

Lease between Copper Mountain, a Colorado limited partnership, as Lessor(s) and William R. Harmon and Melvin D. Beckett, as Lessee(s), dated July 1, 1973, and recorded July 11, 1973, in Book 238 at Page 728 under Reception No. 135090, as currently assigned to Barbara A. Daehler and James R. Daehler by instrument recorded May 2, 1995, at Reception No. 490334 (Leasehold Condominium Unit R-203);

Lease between Copper Mountain, a Colorado limited partnership, as Lessor(s) and William R. Harmon and Melvin D. Beckett, as Lessee(s), dated July 1, 1973, and recorded July 11, 1973, in Book 238 at Page 751 under Reception No. 135091, as currently assigned to Monica Ellen Hobbs, by instrument recorded March 11, 1997, at Reception No. 535038, and as

currently encumbered by Deed of Trust in favor of Colorado Federal Savings Bank, to secure \$80,500.00 and recorded March 11, 1997, at Reception No. 535039, which Deed of Trust appears to have been assigned to Homeside Lending, Inc. by instrument recorded March 28, 1997, at Reception No. 536108 (Leasehold Condominium Unit R-204);

Lease between Copper Mountain, a Colorado limited partnership, as Lessor(s) and William R. Harmon and Melvin D. Beckett, as Lessee(s), dated July 1, 1973, and recorded July 11, 1973, in Book 238 at Page 774 under Reception No. 135092, as currently assigned to Merwin L. Larsen by instrument recorded September 23, 1993, at Reception No. 451738 (Leasehold Condominium Unit R-205);

Lease between Copper Mountain, a Colorado limited partnership, as Lessor(s) and William R. Harmon and Melvin D. Beckett, as Lessee(s), dated July 1, 1973, and recorded July 11, 1973, in Book 238 at Page 797 under Reception No. 135093, as currently assigned to Kathleen M. Doering by instrument recorded January 13, 1992, at Reception No. 415942, and as currently encumbered by (a) Deed of Trust in favor of Calumet Federal Savings and Loan Association of Chicago to secure \$95,200.00, recorded January 13, 1992, at Reception No. 415943, and encumbered by (b) Deed of Trust in favor of John P. Creeden to secure \$19,050.00, recorded January 13, 1992, at Reception No. 415944 (Leasehold Condominium Unit R-206);

Lease between Copper Mountain, a Colorado limited partnership, as Lessor(s) and William R. Harmon and Melvin D. Beckett, as Lessee(s), dated July 1, 1973, and recorded July 11, 1973, in Book 238 at Page 820 under Reception No. 135094, as currently assigned to Seymour Finkelstein by instrument recorded September 17, 1986, at Reception No. 324288, and as currently encumbered by (a) Mortgage in favor of The Dale National Bank to secure \$120,000.00, recorded September 17, 1986, at Reception No. 324289 and encumbered by (b) Mortgage in favor of Cenwest Bank to secure \$51,500.00, recorded November 2, 1998, at Reception No. 579828 (Leasehold Condominium Unit R-207);

Lease between Copper Mountain, a Colorado limited partnership, as Lessor(s) and William R. Harmon and Melvin D. Beckett, as Lessee(s), dated July 1, 1973, and recorded July 11, 1973, in Book 238 at Page 843 under Reception No. 135095, as currently assigned to Dean Gordon Wilson and Betty Jo Wilson by instrument recorded November 24, 1992, at Reception No. 433199, and as currently encumbered by Deed of Trust in favor of Calumet Federal Savings and Loan Association of Chicago to secure \$81,600.00, recorded November 24, 1992, at Reception No. 433200 (Leasehold Condominium Unit R-301);

Lease between Copper Mountain, a Colorado limited partnership, as Lessor(s) and William R. Harmon and Melvin D. Beckett, as Lessee(s), dated July 1, 1973, and recorded July 11, 1973, in Book 238 at Page 866 under Reception No. 135096, as currently assigned to Rodger W. Bybee and Patricia A. Bybee by instrument recorded October 27, 1992, at Reception No. 431325, and as currently encumbered by (a) Deed of Trust in favor of Weyerhaeuser Mortgage Company to secure \$43,750.00, recorded October 27, 1992, at Reception No. 431326, as modified by instrument recorded March 3, 1993, at Reception No. 439006, which Deed of Trust appears to have been assigned to GMAC Mortgage Corporation of Iowa by instrument recorded June 28, 1993, at Reception No. 445582, and as encumbered by (b) Deed of Trust in favor of Norwest Bank Colorado, National Association to secure \$8570.00 recorded October 22, 1998, at Reception No. 579003 (Leasehold Condominium Unit R-302);

Lease between Copper Mountain, a Colorado limited partnership, as Lessor(s) and William R. Harmon and Melvin D. Beckett, as Lessee(s), dated July 1, 1973, and recorded July 11, 1973, in Book 238 at Page 634 under Reception No. 135081, as currently assigned to Robert T. McGinnis by instrument recorded April 28, 1978, at Reception No. 175581, and as

currently encumbered by Deed of Trust in favor of Central Bank National Association to secure \$50,300.00, recorded June 17, 1993, at Reception No. 445018 (Leasehold Condominium Unit R-303);

Lease between Copper Mountain, a Colorado limited partnership, as Lessor(s) and William R. Harmon and Melvin D. Beckett, as Lessee(s), dated July 1, 1973, and recorded July 11, 1973, in Book 238 at Page 657 under Reception No. 135082, as currently assigned to Edward L. Homze by instrument recorded April 10, 1981, at Reception No. 222070, as encumbered by Deed of Trust in favor of Majestic Savings and Loan Association to secure \$35,200.00, recorded October 28, 1977, at Reception No. 169674, and the effect of that certain Subordination Agreement between Copper Mountain, Inc., a Delaware corporation, and Majestic Savings and Loan Association recorded November 4, 1977 at Reception No. 169936 (Leasehold Condominium Unit R-304);

Lease between Copper Mountain, a Colorado limited partnership, as Lessor(s) and William R. Harmon and Melvin D. Beckett, as Lessee(s), dated July 1, 1973, and recorded July 11, 1973, in Book 238 at Page 889 under Reception No. 135097, as currently assigned to Eugene Finkelstein and Martha Finkelstein by instrument recorded December 23, 1980, at Reception No. 217236 (Leasehold Condominium Unit R-305);

Lease between Copper Mountain, a Colorado limited partnership, as Lessor(s) and William R. Harmon and Melvin D. Beckett, as Lessee(s), dated July 1, 1973, and recorded July 11, 1973, in Book 238 at Page 922 under Reception No. 135098, as currently assigned to Dean A. Dalvit and Dana D. Dalvit by instrument recorded January 20, 1997, at Reception No. 531962, and as currently encumbered by Promissory Note from Patrick Glance and Marguerite K. Glance in favor of Stephen Bowman and Judy Bowman to secure \$9,394.00, recorded December 13, 1993, at Reception No. 458090 (Leasehold Condominium Unit R-306);

Lease between Copper Mountain, a Colorado limited partnership, as Lessor(s) and William R. Harmon and Melvin D. Beckett, as Lessee(s), dated July 1, 1973, and recorded July 11, 1973, in Book 238 at Page 945 under Reception No. 135099, as currently assigned to Charles H. Stockman and Mary Kable Stockman by instrument recorded June 13, 1995, at Reception No. 492897, and as currently encumbered by Deed of Trust in favor of Summit Mortgage Corp. to secure \$91,200.00, recorded June 13, 1995, at Reception No. 492898, which Deed of Trust appears to have been assigned to NationsBanc Mortgage Corporation, a Texas Corporation by instrument recorded January 7, 1996, at Reception No. 518167 (Leasehold Condominium Unit R-307);

Lease between Copper Mountain, a Colorado limited partnership, as Lessor(s) and William R. Harmon and Melvin D. Beckett, as Lessee(s), dated July 1, 1973, and recorded July 11, 1973, in Book 238 at Page 968 under Reception No. 135100, as currently assigned to Chester C. Soule and Alice D. Soule by instrument recorded February 7, 1983, at Reception No. 251892, as currently encumbered by Deed of Trust in favor of Colonial Investment Corporation to secure \$90,000.00, recorded February 7, 1983, at Reception No. 251893, which Deed of Trust appears to have been assigned to Colonial Savings & Loan Association by instrument recorded February 7, 1983, at Reception No. 251896 (Leasehold Condominium Unit R-308);

Lease between Copper Mountain, a Colorado limited partnership, as Lessor(s) and William R. Harmon and Melvin D. Beckett, as Lessee(s), dated July 1, 1973, and recorded July 11, 1973, in Book 240 at Page 1 under Reception No. 135101, currently assigned to Charles E. Look and Marilyn J. Look by instrument recorded April 20, 1988, at Reception No. 352844 (Leasehold Condominium Unit R-309);

Lease between Copper Mountain, a Colorado limited partnership, as Lessor(s) and William R. Harmon and Melvin D. Beckett, as Lessee(s), dated July 1, 1973, and recorded July 11, 1973, in Book 240 at Page 24 under Reception No. 135102, as currently assigned to B. Albert Wharton and Jane A. Wharton by instrument recorded September 26, 1979, at Reception No. 197130, and as currently encumbered by Deed of Trust in favor of E.V. Chilson and Company to secure \$43,000.00, recorded September 26, 1979, at Reception No. 197131, which Deed of Trust appears to have been assigned to Bankers Trust Company of California, N.A. recorded October 31, 1997, at Reception No. 550861 (Leasehold Condominium Unit R-310);

Lease between Copper Mountain, a Colorado limited partnership, as Lessor(s) and William R. Harmon and Melvin D. Beckett, as Lessee(s), dated July 1, 1973, and recorded July 11, 1973, in Book 240 at Page 47 under Reception No. 135103, as currently assigned to James Michael Tomonto by instrument recorded November 25, 1998, at Reception No. 582207, as currently encumbered by Deed of Trust in favor of America's Wholesale Lender, recorded November 25, 1998, at Reception No. 582208 (Leasehold Condominium Unit R-311);

Lease between Copper Mountain, a Colorado limited partnership, as Lessor(s) and William R. Harmon and Melvin D. Beckett, as Lessee(s), dated July 1, 1973, and recorded July 11, 1973, in Book 240 at Page 70 under Reception No. 135104, as currently assigned to Franklin J. Stermole and H. Darlene Stermole by instrument recorded November 11, 1994, at Reception No. 480138 (Leasehold Condominium Unit R-401);

Lease between Copper Mountain, a Colorado limited partnership, as Lessor(s) and William R. Harmon and Melvin D. Beckett, as Lessee(s), dated July 1, 1973, and recorded July 11, 1973, in Book 238 at Page 610 under Reception No. 135077, as currently assigned to Donald L. Hudgins by instrument recorded August 29, 1985, at Reception No. 302380 (Leasehold Condominium Unit R-402);

Lease between Copper Mountain, a Colorado limited partnership, as Lessor(s) and William R. Harmon and Melvin D. Beckett, as Lessee(s), dated July 1, 1973, and recorded July 11, 1973, in Book 240 at Page 93 under Reception No. 135105, as currently assigned to Five L Partners, Ltd., a Colorado limited partnership by instrument recorded September 1, 1989, at Reception No. 374735 (Leasehold Condominium Unit R-403);

Lease between Copper Mountain, a Colorado limited partnership, as Lessor(s) and William R. Harmon and Melvin D. Beckett, as Lessee(s), dated July 1, 1973, and recorded July 11, 1973, in Book 240 at Page 116 under Reception No. 135106, as currently assigned to Charles J. Posnanski by instrument recorded September 5, 1996, at Reception No. 523050, and as currently encumbered by Assessment Lien in the amount of \$5,238.33, recorded March 19, 1996, at Reception No. 511210 (Leasehold Condominium Unit R-404);

Lease between Copper Mountain, a Colorado limited partnership, as Lessor(s) and William R. Harmon and Melvin D. Beckett, as Lessee(s), dated July 1, 1973, and recorded July 11, 1973, in Book 240 at Page 139 under Reception No. 135107, as currently assigned to William Yull III and Jill Yull by instrument recorded July 6, 1994, at Reception No. 471199, and as currently encumbered by Deed of Trust in favor of BancPlus Mortgage Corp. to secure \$128,000.00, recorded July 6, 1994, at Reception No. 471200 (Leasehold Condominium Unit R-405); and

Lease between Copper Mountain, a Colorado limited partnership, as Lessor(s) and William R. Harmon and Melvin D. Beckett, as Lessee(s), dated July 1, 1973, and recorded July 11, 1973, in Book 240 at Page 162 under Reception No. 135108, as currently assigned to T.G. Jackson, Jr. and Virginia W. Jackson by instrument recorded February 28, 1989, at Reception No. 367074 (Leasehold Condominium Unit R-406);

EXHIBIT B
to
**Amended and Restated Declaration of
Covenants, Conditions and Restrictions**
for
Copper Junction

Unit Number

**Appurtenant Undivided
Interest in General
Common Elements**

Commercial Unit

C-1	15.0%
C-2	5.3%
C-3	5.3%
C-4	2.0%
C-5	2.0%

Residential Units

**Appurtenant Undivided
Interest in General
Common Elements**

R-201	3.5%
R-202	3.5%
R-203	2.3%
R-204	1.9%
R-205	2.3%
R-206	3.5%
R-207	3.5%
R-301	2.3%
R-302	1.5%
R-303	1.5%
R-304	2.3%
R-305	2.3%
R-306	2.5%
R-307	2.3%
R-308	2.3%
R-309	1.5%
R-310	1.5%
R-311	2.3%
R-401	4.0%

R-402	4.0%
R-403	4.0%
R-404	4.0%
R-405	4.0%
R-406	4.0%

*E-1	1.6%
*E-2	1.0%
*E-3	1.0%

For a Total of:	100.0%
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*Employee Housing Unit

1. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States patent recorded February 3, 1921 in book 105 at page 242.
2. Covenants, conditions and restrictions for Copper Mountain Filing No. 1, which do not include a forfeiture or reverter clause, set forth in instrument recorded June 6, 1972 in book 219 at page 850 under reception no. 126448.
3. Dedications, easements and covenants set forth in the Condominium Map for Copper Junction recorded May 11, 1973 under reception no. 133742.
4. Terms, conditions, provisions and obligations set forth in the Copper Mountain Property Owners and Lessees Agreement recorded February 2, 1983 under reception no. 251708 and the **Short Form Copper Mountain Property Owners and Lessees Agreement, not yet of record.**
5. The effect of Resolution No. 94-58 recorded June 20, 1994 under reception no. 470230.
6. Terms, conditions, provisions and obligations set forth in the Abstract Of Lease recorded October 21, 1997 under reception no. 550046.
7. Dedications, easements and covenants set forth on the First Supplement to the Condominium Map for Copper Junction Condominiums recorded June 29, 1999 under reception no. 599311.
8. Dedications, easements and covenants set forth on the Map of Copper Mountain recorded June 29, 1999 under reception no. 599312.
9. Terms, conditions, provisions and obligations set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Copper Junction Condominiums recorded June 29, 1999 under reception no. 599313.
10. Terms, conditions, provisions and obligations set forth in the Assignment and Assumption Agreement recorded June 29, 1999 under reception no. 599315.