

# Larsen & Lynch LLC

Attorneys at Law  
175 Main Street, Unit C-104  
Edwards, CO 81632

F. Blake Lynch  
Diane R. Larsen

Phone: (970) 926-9100  
Fax: (970) 926-9101  
[Blynch@larsenlynch.com](mailto:Blynch@larsenlynch.com)  
[Dlarsen@larsenlynch.com](mailto:Dlarsen@larsenlynch.com)

April 12, 2007

Colorow at Squaw Creek Homeowners Association  
Attention: Joe Goltzman, President  
P. O. Box 775  
Edwards, CO 81632

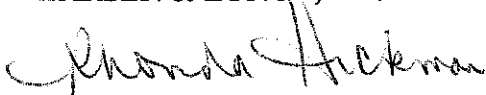
Re: First Amendment to Declaration for Colorow

Dear Joe:

Enclosed you will find the *original, recorded* First Amendment to the Declaration for Colorow at Squaw Creek for the Association's records. We have kept a copy in our file. If you have any questions, please give us a call. Thank you.

Sincerely,

LARSEN & LYNCH, LLC



Rhonda Hickman,  
Administrative Assistant to Diane R. Larsen

enclosure

cc: Kara Fraser,  
Robertson & Marchetti, PC

DRL/Colorow/first amendment to Association



**FIRST AMENDMENT  
TO  
AMENDED AND RESTATED DECLARATION OF PROTECTIVE  
COVENANTS FOR  
COLOROW AT SQUAW CREEK**

24/  
121-

THIS FIRST AMENDMENT to Amended and Restated Declaration of Protective Covenants for Colorow at Squaw Creek (the "First Amendment") is made and executed by at least a majority of the Owners in the Colorow at Squaw Creek Subdivision and by Colorow at Squaw Creek Homeowners Association (the "Association").

**RECITALS**

A. The Amended and Restated Declaration of Protective Covenants for Colorow at Squaw Creek (the "Declaration") were recorded in the real property records of Eagle County, Colorado on January 13, 2004 at Reception No. 864786. For purposes of this First Amendment, capitalized terms not defined herein shall have the meaning set forth in the Covenants.

B. Section 11.2.1 of the Declaration provides in pertinent part that the Declaration may be amended "...by vote or agreement of Owners of Lots to which more than fifty percent of the votes in the Association are allocated."

C. As evidenced by their execution of this Amendment below, the required number of Owners desires to amend the Declaration to add to the definition of Assessments the term "Real Estate Transfer Assessment" and to add a new section imposing an assessment upon the transfer of real estate within Colorow at Squaw Creek as more specifically set forth below.

NOW, THEREFORE, in consideration of the foregoing premises, the undersigned hereby amend the Declaration as follows:

1. Section 2.3 is hereby deleted and the following substituted in its place:

2.3 "Assessments" shall mean the Common Assessments, Special Assessments, Road Usage Assessments, Default Assessments and Real Estate Transfer Assessments.

2. Article 8 is hereby amended by the addition of a new section 8.8A, to be inserted between section 8.8 and section 8.9 of the Declaration, and to read in its entirety as follows:

## 8.8A. Real Estate Transfer Assessments.

8.8A.1. In order to provide additional funds for payment of operating expenses or capital improvements of the Association, which will in turn inure to the benefit of all Owners, there is hereby imposed on all of the Lots, a real estate transfer assessment (the "Real Estate Transfer Assessment") upon the terms and conditions hereinafter set forth. Upon the occurrence of any transfer, as defined below, the transferee under such transfer shall pay a Real Estate Transfer Assessment equal to the fair market value, as defined below, of the Lot subject to transfer, multiplied by the hereinafter described Real Estate Transfer Assessment Rate, which rate shall be determined from time to time by the Executive Board, in its discretion and by an act of a majority of the directors. As of the date of this Amendment, the "Real Estate Transfer Assessment Rate" shall be one percent (1.0%) on all transfers, subject to the terms, conditions and exclusions as described in this Section. The Executive Board may raise or lower the Real Estate Transfer Assessment Rate by giving notice of any such change by placing a memorandum of same of record in the Office of the Clerk and Recorder of Eagle County, Colorado. Notwithstanding the foregoing and in addition to other exemptions from the applicability of the Real Estate Transfer Assessment Rate set forth below, transfers of real property pursuant to bona fide contracts for the sale executed by both the buyer and the seller on or before February 1, 2007 or thirty (30) days after recording this Amendment in the Office of the Clerk and Recorder of Eagle County, Colorado, whichever is later, shall be exempt from the Real Estate Transfer Assessment so long as the closing of the transfer of the Lot pursuant to such contract occurs on or before March 31, 2007 or ninety (90) days after recording this Amendment in the Office of the Clerk and Recorder of Eagle County, Colorado, whichever is later.

### 8.8A.1.1 Definitions.

8.8A.1.1.1. Transfer. For purposed of this Section, "transfer" means and includes, whether in one transaction or in a series of related transactions, any conveyance, assignment, lease or other transfer of beneficial ownership of any Lot, including but not limited to (i) the conveyance of fee simple title to any Lot (including any conveyance arising out of an installment land contract or a lease containing an option to purchase) (ii) the transfer, in one transaction or a series of related transactions, of 50 percent or more of the outstanding shares of the voting stock of a corporation which, directly or indirectly, owns one or more Lots, and (iii) the transfer, in one transaction or a series of related transactions, of 50 percent or more of the interest in net profits or net losses of any partnership, limited liability company, joint venture or other entity (each referred to hereinafter as a "Business Association") which, directly or indirectly, owns one or more Lots, but "transfer" shall not mean or include the transfers excluded under Subsection 8.8A.2.

8.8A.1.1.2 Transferee. For purposes of this Section, “transferee” means and includes all parties to whom any interest in a Lot passes by a transfer, and each party included in the term “transferee” shall have joint and several liability for all obligations of the transferee under this section.

8.8A.1.1.3 Fair Market Value. In the case of a transfer that is in all respects a bona fide sale, “fair market value” of the Lot subjected to transfer shall be the consideration, as such term is defined below, given for the transfer. In the case of a transfer that is a long-term lease not exempt under 8.8A.2 or is otherwise not in all respects a bona fide sale, fair market value of the Lot subjected to transfer shall be determined by the Association. A transferee may make written objection to the Association’s determination within fifteen (15) days after the Association has given notice of such determination, in which event the Association shall obtain an appraisal, at the transferee’s sole expense, from a real estate appraiser of good reputation, who is qualified to perform appraisals in Colorado, who is familiar with Eagle County real estate values, and who shall be selected by the Association. The appraisal so obtained shall be binding on both the Association and the transferee. The above provisions to the contrary notwithstanding, where a transferee does not make a full report of a transfer within fifteen (15) days after the time required by this Section for making such report, the transferee shall be deemed to have waived all right of objection concerning fair market value, and the Association’s determination of such value shall be binding.

8.8A.1.1.4 Condsideration. For purposes of this Section, “consideration” means and includes the total of money paid (or purchase price) and the fair market value of any property delivered, or contracted to be paid or delivered, in return for the transfer of any Lot, and includes any money or property paid or delivered to obtain a contract right to purchase any Lot, and the amount of any note, contract indebtedness (including without limitation, obligations which could be characterized as contingent land gain), or rental payment reserved in connection with such transfer, whether or not secured by any lien, mortgage, or other encumbrance, given to secure the transfer price, or any part thereof, or remaining unpaid on the property at the time of transfer, whether or not assumed by the transferee. The term “consideration” does not include the amount of any outstanding lien or encumbrance for taxes, special benefits or improvement in favor of the United States, the State of Colorado, or a municipal or quasi-municipal governmental corporation or district.

8.8A.2 Exclusions. The Real Estate Transfer Assessment shall not apply to any of the following, except to the extent that they are used for the purpose of avoiding the Real Estate Transfer Assessment:

8.8A.2.1 any transfer to the United States, or any agency or instrumentality thereof, the state of Colorado, any county, city and county, municipality, district or other political subdivision of the State of Colorado;

8.8A.2.2 any transfer to or from the Association;

8.8A.2.3 any transfer, whether outright or in trust, that is for the benefit of the transferor or his or her relatives, but only if there is no more than nominal consideration for the transfer. For the purposes of this exclusion, the relatives of a transferor shall include all lineal descendants of any grandparent of the transferor, and the spouses of the descendants. Any person's stepchildren and adopted children shall be recognized as descendants of that person for all purposes of this exclusion. For the purposes of this exclusion, a distribution from a trust shall be treated as a transfer made by the grantors of the trust, in the proportions of their respective total contributions to the trust;

8.8A.2.4 any transfer arising solely from the termination of a joint tenancy or the partition of property held under common ownership, except to the extent that additional consideration is paid in connection therewith;

8.8A.2.5 any transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution;

8.8A.2.6 any transfer made (i) by a majority-owned subsidiary to its parent corporation or by a parent corporation to its majority-owned subsidiary, or between majority-owned subsidiaries of a common parent corporation, in each case for no consideration other than issuance, cancellation or surrender of the subsidiary's stock; or (ii) by a partner, member or a joint venturer (each, a "Business Association Member") to a Business Association in which the Business Association Member has not less than a 50 percent interest, or by a Business Association to a Business Association Member holding not less than a 50 percent interest in such Business Association, in each case for no consideration other than the issuance, cancellation or surrender of the interests in the Business Association, as appropriate; or (iii) by a corporation to its shareholders, in connection with the liquidation of such corporation or other distribution of property or dividend in kind to shareholders, if the Lot is transferred generally pro rata to its shareholders, and no consideration is paid other than the cancellation of such corporation's stock; or (iv) by a Business Association to its Business Association Members, in connection with a liquidation of the Business Association or other distribution of property to the Business Association Members, if the Lot is transferred generally pro rata to its Business Association Members, and no consideration is paid other than the cancellation of the Business Association Members' interest; or (v) to a corporation or Business Association where such entity is owned in its entirety by the persons transferring the Lot and such persons have the same relative interests in the transferee entity as they had in the Lot immediately prior to such transfer, and no consideration is paid other than the issuance of each such person's respective stock or other ownership interests in the transferee entity; or (vi) by any person(s) or entity(ies) to any other person(s) or entity(ies), whether in a single transaction or a series of transactions where the transferor(s) and the

transferee(s) are and remain under common ownership and control as determined by the Executive Board in its sole discretion applied on a consistent basis; provided, however, that no such transfer or series of transactions shall be exempt unless the Executive Board finds that such transfer or series of transactions (x) is for no consideration other than the issuance, cancellation or surrender of stock or other ownership interest in the transferor or transferee, as appropriate, (y) is not inconsistent with the intent and meaning of this Subsection, and (z) is for a valid business purpose and is not for the purpose of avoiding the obligation to pay the transfer Assessment. In connection with considering any request for an exception under Subsection 8.8A.2.6 (vi), the Executive Board may require the applicant to submit true and correct copies of all relevant documents relating to the transfer setting forth all relevant facts regarding the transfer, stating that in the applicant's opinion the transfer is exempt under this Subsection, and setting forth the basis for such opinion;

8.8A.2.7 any transfer made solely for the purpose of confirming, correcting, modifying or supplementing a transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-ways or licenses;

8.8A.2.8 any transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a condemnation proceeding, but only where such decree or order would otherwise have the effect of causing the occurrence of a second assessable transfer in a series of transactions which includes only one effective transfer of the right to use or enjoyment of a Lot;

8.8A.2.9 any lease of any Lot (or assignment or transfer of any interest in any such lease) for a period of less than thirty (30) years;

8.8A.2.10 any transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation, including transfers in connection with foreclosure of a deed of trust or mortgage or transfers in connection with a deed given in lieu of foreclosure;

8.8A.2.11 the subsequent transfer(s) of a Lot involved in a "tax free" or "tax deferred" trade under the Internal Revenue Code wherein the interim owner acquires property for the sole purpose of reselling that property after the trade. In these cases, the first transfer of title is subject to the Real Estate Transfer Assessment, and subsequent transfers will only be exempt as long as a Real Estate Transfer Assessment has been paid in connection with the first transfer of such Lot in such exchange;

8.8A.2.12 the transfer of a Lot without consideration (other than potential tax benefit) to an organization which is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code, as amended (or

any comparable statute), provided that the Executive Board specifically approves such exemption in each particular case;

8.8A.2.13 any transfer made by a corporation or other entity, for consideration, (1) to any other corporation or entity which owns 100 percent of its equity securities (a "Holding Company"), or (2) to a corporation or entity whose stock or other equity securities are owned, directly or indirectly, 100 percent by such Holding Company;

8.8A.2.14 any transfer from a partially-owned direct or indirect subsidiary corporation to its direct or indirect parent corporation where consideration is paid for, or in connection with, such transfer; however, unless such transfer is otherwise exempt, such exemption shall apply only to the extent of the direct or indirect beneficial interest of the transferee in the transferor immediately prior to the transfer. For example, if corporation A owns 60 percent of corporation B, and corporation B owns 100 percent of corporation C and corporation C conveys a Lot to corporation A for \$200,000, 60 percent of the transfer Assessment would be exempt and a transfer Assessment would be payable only on \$80,000 (i.e., 40 percent of the \$200,000 consideration); and

8.8A.2.15 the consecutive transfer of a Lot wherein the interim owner acquires such Lot for the sole purpose of immediately reconveying such Lot, but only to the extent there is no consideration to the interim owner and such interim owner receives no right to use or enjoyment of such Lot, provided the Executive Board specifically approves such exemption in each particular case. To the extent that consideration is paid to, or for the benefit of, the interim owner, the additional consideration shall be a transfer subject to Assessment. In these cases, the first transfer of title is subject to the transfer Assessment and subsequent transfers will only be exempt as long as a transfer Assessment has been paid in connection with the first transfer of such Lot in such consecutive transaction and only to the extent there is no consideration to the interim owner.

Except as amended herein, the parties hereby ratify, approve and confirm the Declaration.

IN WITNESS WHEREOF the undersigned have executed this First Amendment on the dates set forth below, the First Amendment having been approved at the annual meeting of members of Colorow at Squaw Creek Owners Association duly called and held on December 27, 2006.

[The balance of this page has been left blank intentionally. The requisite number of Owner signatures and the signature on behalf of the Association follow beginning on the next page].

**CERTIFICATION**

The undersigned officer of Colorow at Squaw Creek Homeowners association , a Colorado non-profit corporation, hereby certifies that all necessary Owners have consented to this First Amendment to Amended and Restated Declaration of Protective Covenants for Colorow at Squaw Creek as required by section 11.2.1 of the Amended and Restated Declaration of Protective Covenants for Colorow at Squaw Creek.

Colorow at Squaw Creek Homeowners Association, a Colorado non-profit corporation

By Joseph L. Goltzman

COUNTY OF EAGLE )  
 ) ss.  
STATE OF COLORADO )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of January, 2007 by Joseph L. Goltzman as President of Colorow at Sqaw Creek Homeowners Association, a Colorado non-profit corporation.

Witness my hand and official seal.

My commission expires: 5/13/08.

Rhonda Hickman  
Notary Public

RHONDA HICKMAN  
NOTARY PUBLIC  
STATE OF COLORADO  
MY COMMISSION EXPIRES MAY 13, 08



OWNER, LOT 1A:

Judy H. Johnson 2/22/07  
Judy H. Johnson Date

COUNTY OF EAGLE )  
 ) ss.  
STATE OF COLORADO )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of FEBRUARY, 2007 by Judy H. Johnson.

Witness my hand and official seal.

My commission expires: 5/13/08.

Rhonda Hickman  
Notary Public

RHONDA HICKMAN  
NOTARY PUBLIC  
STATE OF COLORADO  
MY COMMISSION EXPIRES MAY 13, 08

OWNER, LOT 1B:

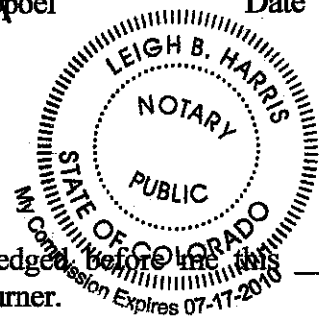
[Signature]  
Deanna L. Turner

1/3/07  
2/3/06  
Date

[Signature]  
Nicolaas H. Swanepoel

1/3/07  
Date

COUNTY OF Eagle )  
STATE OF Colorado ) ss.



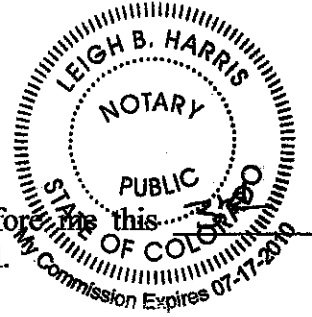
The foregoing instrument was acknowledged before me this 3rd day of January, 2007 by Deanna L. Turner.

Witness my hand and official seal.

My commission expires: 7-17-2010.

Leigh B. Harris  
Notary Public

COUNTY OF Eagle )  
STATE OF Colorado )



The foregoing instrument was acknowledged before me this 3rd day of January, 2007 by Nicolaas H. Swanepoel.

Witness my hand and official seal.

My commission expires: 7-17-2010.

Leigh B. Harris  
Notary Public

OWNER, LOT 2B:

Kathleen W. Prowse 1.10.07  
Kathleen W. Prowse 12.30.2006  
Kathleen W. Prowse Date

Matthew H. Prowse 12.29.2006  
Matthew H. Prowse Date

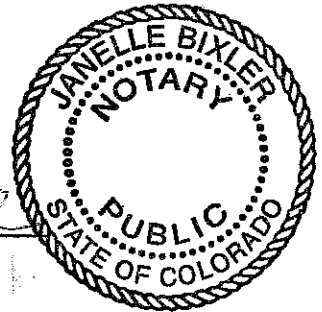
COUNTY OF EAGLE )  
 ) ss.  
STATE OF COLORADO )

The foregoing instrument was acknowledged before me this 10 day of JANUARY, 2006 by Kathleen W. Prowse.

Witness my hand and official seal.

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

Janelle Bixler  
Notary Public



My Commission Expires 09/20/2010

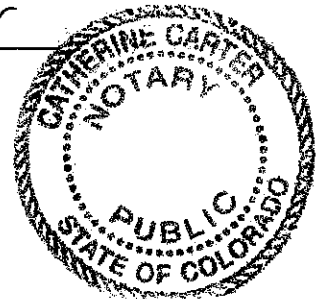
COUNTY OF Eagle )  
 ) ss.  
STATE OF Colorado )

The foregoing instrument was acknowledged before me this 10 day of JANUARY, 2007 by Matthew H. Prowse.

Witness my hand and official seal.

My commission expires: MY COMMISSION EXPIRES 8-8-2010

Catherine Carter  
Notary Public



OWNER, LOT 3B:

Keith S. Gores 12-30-06  
Keith S. Gores Date

COUNTY OF EAGLE )  
 ) ss.  
STATE OF COLORADO )

The foregoing instrument was acknowledged before me this 30th day of December, 2006 by Keith S. Gores.

Witness my hand and official seal.

My commission expires: 5/13/08.

Rhonda Hickman  
Notary Public

RHONDA HICKMAN  
NOTARY PUBLIC  
STATE OF COLORADO  
MY COMMISSION EXPIRES MAY 13, 08

Colorado

OWNER, LOT 3A:

[Signature] 4/1/07  
Wendalyn M. Williams Date

[Signature] 1/1/07  
P. Noel Kullavanijaya Date

COUNTY OF EAGLE )  
 ) ss.  
STATE OF COLORADO )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of January, 2007 by Wendalyn M. Williams.

Witness my hand and official seal.

My commission expires: 5/13/08

RHONDA HICKMAN  
NOTARY PUBLIC  
STATE OF COLORADO  
MY COMMISSION EXPIRES MAY 13, 08

[Signature]  
Notary Public

COUNTY OF EAGLE )  
 ) ss.  
STATE OF Colorado )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of January, 2007 by P. Noel Kullavanijaya.

Witness my hand and official seal.

My commission expires: 5/13/08

RHONDA HICKMAN  
NOTARY PUBLIC  
STATE OF COLORADO  
MY COMMISSION EXPIRES MAY 13, 08

[Signature]  
Notary Public

OWNER, LOT 4A:

[Signature] 1/24/07  
 Jack K. Snow Date

[Signature] 1/24/07  
 Sally Brainerd Date

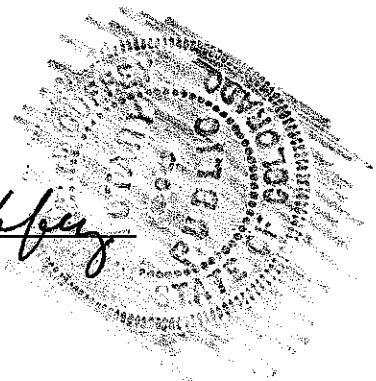
COUNTY OF Eagle )  
 ) ss.  
 STATE OF Colorado )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of January, 2007 by Jack K. Snow.

Witness my hand and official seal.

My commission expires: 3/20/2008.

[Signature]  
 Notary Public



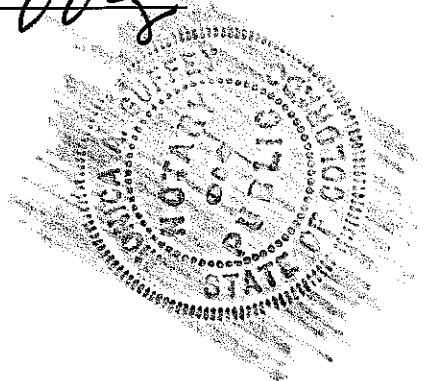
COUNTY OF Eagle )  
 ) ss.  
 STATE OF Colorado )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of January, 2007 by Sally Brainerd.

Witness my hand and official seal.

My commission expires: 3/20/2008.

[Signature]  
 Notary Public





OWNER, LOT 7A:

Laura R. Kellogg 1/3/07  
Laura R. Kellogg Date

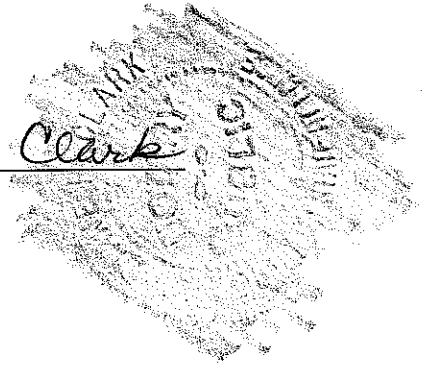
COUNTY OF Jefferson )  
STATE OF Alabama ) ss.

The foregoing instrument was acknowledged before me this 3<sup>RD</sup> day of January, 2007 by Laura R. Kellogg.

Witness my hand and official seal.

My commission expires: March 30, 2008

Diane R. Clark  
Notary Public





OWNER, LOT 6B:

*[Handwritten signature of David W. Adkins]*

David W. Adkins

*[Handwritten signature of Jennifer Adkins]*

Jennifer Adkins a/k/a Jennifer C. Adkins

COUNTY OF Eagle )

STATE OF CO )

) ss.

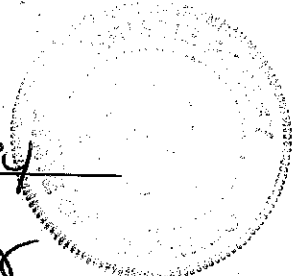
The foregoing instrument was acknowledged before me this 6 day of Feb., 2007 by David W. Adkins.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_ My Commission Expires 07/26/2008

*[Handwritten signature of Kristie Podley]*  
Notary Public

*[Handwritten signature of Kristie Podley]*



COUNTY OF Eagle )

STATE OF CO )

) ss.

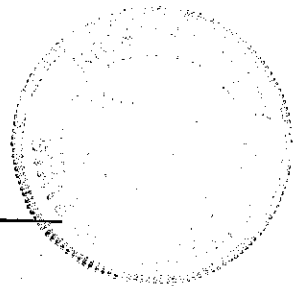
The foregoing instrument was acknowledged before me this 6 day of Feb, 2007 by Jennifer Adkins a/k/a Jennifer C. Adkins.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_ My Commission Expires 07/26/2008

*[Handwritten signature of Kristie Podley]*  
Notary Public

*[Handwritten signature of Kristie Podley]*



OWNER LOT 7B:

David W. Adkins  
David W. Adkins

Jennifer Adkins  
Jennifer Adkins a/k/a Jennifer C. Adkins

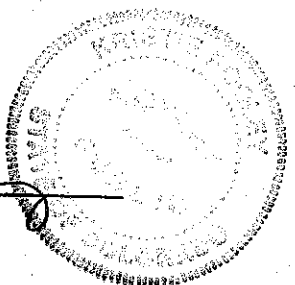
COUNTY OF Esque )  
STATE OF CO ) ss.

The foregoing instrument was acknowledged before me this 6 day of Feb., 2007 by David W. Adkins.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_ My Commission Expires 07/26/2008

Walter Pade  
Notary Public



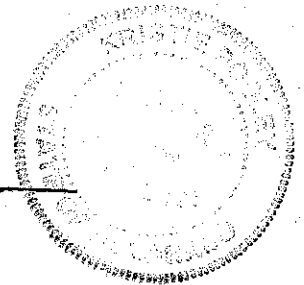
COUNTY OF Esque )  
STATE OF CO ) ss.

The foregoing instrument was acknowledged before me this 6 day of Feb., 2007 by Jennifer Adkins a/k/a Jennifer C. Adkins.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_ My Commission Expires 07/26/2008

Walter Pade  
Notary Public





OWNER, LOT 8B:

Joseph L. Goltzman and Joan F. Goltzman, trustees under the indenture of Trust of Joseph L. Goltzman dated December 3, 1998 and Joseph L. Goltzman and Joan F. Goltzman, trustees under the indenture of Trust of Joan F. Goltzman dated December 3, 1998

By: Joseph L. Goltzman  
Joseph L. Goltzman, Trustee

By: Joan F. Goltzman  
Joan F. Goltzman, Trustee

COUNTY OF EALE )  
 ) ss.  
STATE OF COLORADO )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of JANUARY, 2007 by Joseph L. Goltzman as trustee under the indenture of Trust of Joseph L. Goltzman dated December 3, 1998 and as trustee under the indenture of Trust of Joan F. Goltzman dated December 3, 1998.

Witness my hand and official seal.

My commission expires: 5/13/08

RHONDA HICKMAN  
NOTARY PUBLIC  
STATE OF COLORADO

Rhonda Hickman  
Notary Public

COUNTY OF EALE )  
 ) ss.  
STATE OF COLORADO )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of JANUARY, 2007 by Joan F. Goltzman as trustee under the indenture of Trust of Joseph L. Goltzman dated December 3, 1998 and as trustee under the indenture of Trust of Joan F. Goltzman dated December 3, 1998.

Witness my hand and official seal.

My commission expires: 5/13/08

RHONDA HICKMAN  
NOTARY PUBLIC  
STATE OF COLORADO

Rhonda Hickman  
Notary Public

MY COMMISSION EXPIRES MAY 13, 08

OWNER, LOT 9A:

*[Handwritten Signature]*

Michael C. Hayes

*[Handwritten Signature]*

Marianne P. Barnett

COUNTY OF Eagle )  
STATE OF COLORADO ) ss.  
 )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of January, 2007 by Michael C. Hayes.

Witness my hand and official seal.

My commission expires: 10/2/2007.

*[Handwritten Signature]*  
Notary Public

COUNTY OF Eagle )  
STATE OF COLORADO ) ss.  
 )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of January, 2007 by Marianne P. Barnett.

Witness my hand and official seal.

My commission expires: 10/2/2007.

*[Handwritten Signature]*  
Notary Public



OWNER, LOT 12A:

Diana P. Cecala  
Diana P. Cecala

COUNTY OF Eagle )

) ss.

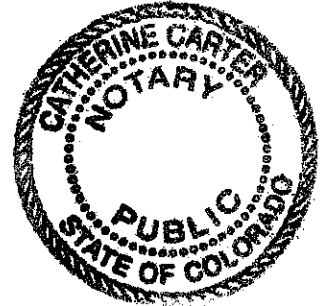
STATE OF Colorado )

The foregoing instrument was acknowledged before me this 12 day of January, 2007 by Diana P. Cecala.

Witness my hand and official seal.

My commission expires: MY COMMISSION EXPIRES 6-8-2010

Catherine Carter



OWNER, LOT 12B:

Zenith West LLC

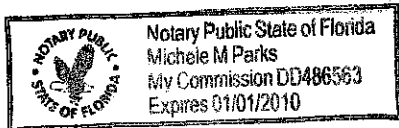
By: Todd Schnitt  
Title: president

COUNTY OF Hillsborough )  
STATE OF FL ) ss.

The foregoing instrument was acknowledged before me this 3rd day of Jan, 2007 by Todd Schnitt,  
of Zenith West LLC.

Witness my hand and official seal.

My commission expires: 1-1-10  
Michele M Parks  
Notary Public





OWNER, LOT 13:

Donald J. Gogel  
Donald J. Gogel

Georgia Wall  
Georgia Wall

COUNTY OF NEW YORK )  
STATE OF NEW YORK ) ss.

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of JANUARY, 2007 by Donald J. Gogel.

Witness my hand and official seal.

My commission expires: AUG. 19, 2009.

Noreen P. Denihan  
Notary Public

NOREEN P. DENIHAN  
Notary Public, State of New York  
No. 4878570 - Nassau County  
Term Expires 08-19-09

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Noreen P. Denihan Notary

NOREEN P. DENIHAN  
Notary Public, State of New York  
No. 4878570 - Nassau County  
Term Expires 08-19-09

Public