

CONDOMINIUM DECLARATION

FOR

IRONWOOD AT BEAVER CREEK CONDOMINIUMS

RECITALS

Ironwood Builders, Inc., a Colorado corporation ("Declarant"), is the owner of the real property interests situate in the County of Eagle, State of Colorado, described in Exhibit A attached hereto and made a part hereof.

Declarant desires to establish a condominium project under the Condominium Ownership Act of Colorado (the "Act") and to define the character, duration, rights, obligations and limitations of condominium ownership. A building and related improvements have been constructed on the real property interest described in Exhibit A, which building and improvements shall consist of separately designated condominium units. A condominium map shall be filed showing the location of said building and improvements on the real property interests, which is hereby made subject to this Declaration.

Declarant does hereby establish a plan for the ownership of real property estates in fee simple consisting of the air space contained in each of the units in the building and the co-ownership, by the individual and separate owners thereof, as tenants in common, of all of the remaining real property interests.

DECLARATION

Declarant does hereby subject the real property interests described in Exhibit A to this Declaration and publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, reservations, limitations and obligations shall be deemed to run with such land, shall be a burden and a benefit to Declarant, its successors and assigns and any person acquiring or owning an interest in the real property interests which are or become subject to this Declaration and improvements built thereon, their grantees, successors, heirs, personal representatives, devisees or assigns.

1. Definitions. As used in this Declaration, unless otherwise expressly provided:

(a) "Unit" means an individual air space unit contained within the perimeter walls, floors, ceilings, windows and doors of a unit in a building constructed on real property which is subject to the provisions of this Declaration, and as shown and described in a condominium map recorded in the real property records of Eagle County, Colorado, together with (i) all fixtures and improvements therein; (ii) the inner decorated or finished surfaces of such

unit's perimeter walls, floors and ceilings; (iii) the doors and windows of the unit; and (iv) the interior nonsupporting walls within the unit. The term does not include, however, the undecorated or unfinished surfaces of the perimeter walls, floors or ceilings of a unit, any utilities running through the unit which serve more than one unit, or any other general common element or part thereof located within the unit.

(b) "Condominium unit" means a unit together with the undivided interest in the general common elements appurtenant thereto and the right to exclusive or non-exclusive use of limited common elements associated therewith.

(c) "Owner" means any individual, corporation, partnership, association, trust or other legal entity, or combination of legal entities, which is the record owner of an undivided fee simple interest in one or more condominium units.

(d) "General common elements" means (i) the land included in the real property interests which at any time are subject to this Condominium Declaration; (ii) the foundations, columns, girders, beams, supports, perimeter and supporting walls, roofs, balconies, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances and exits of the buildings; (iii) the basements, yards, gardens, automobile parking areas and storage spaces; (iv) the installations, equipment and materials making up the central services such as power, light, gas, hot and cold water, heating, refrigeration and air conditioning and incinerating; (v) the tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus and installations existing for common use; and (vi) all other parts of the real property interests which are not part of a unit.

(e) "Limited common elements" means the part of the general common elements assigned for the exclusive or non-exclusive use and enjoyment of the owner or owners of one or more, but less than all, condominium units.

(f) "Common expenses" means: (i) all expenses expressly declared to be common expenses by this Declaration or by the by-laws of the Association; (ii) all other expenses of administering, servicing, conserving, managing, maintaining, repairing or replacing the general common elements; (iii) insurance premiums for the insurance carried under Paragraph 9 herein; and (iv) all expenses lawfully determined to be common expenses by the board of directors of the Association.

(g) "First lienor" means the holder of a promissory note payment of which is secured by a first mortgage or first deed of trust encumbering an interest in a condominium unit. "Mortgage" shall include a deed of trust, and "mortgagee" shall include the beneficiary of a deed of trust.

(h) "Association" means Ironwood At Beaver Creek Condominium Association, a Colorado nonprofit corporation.

(i) "Building" means the building improvements containing units located on real property subject to this Declaration, and all other improvements constructed on the property subject to this Declaration.

(j) The condominium units subject to this Declaration shall be known as Ironwood At Beaver Creek Condominiums. — *Formal Units* ✓

(k) "Declaration" means this instrument and all Amendments or Supplements thereto hereafter recorded in the records of Eagle County, Colorado.

(l) "Sharing Ratio" of an owner in his percentage interest in the general common elements appurtenant to his unit, as set forth in Exhibit B attached hereto and made a part hereof.

(m) "Map" means the original condominium Map required to be recorded hereunder and all Amendments or Supplements thereto hereafter recorded in the records of Eagle County, Colorado.

2. Division of Real Property into Estates; Use and Occupancy of Condominium Units.

(a) The real property interests are hereby divided into 8 condominium units designated 1 through 6, inclusive, each consisting of a unit, an undivided interest in the general common elements appurtenant to such unit, which interest is set forth in Exhibit B, and the exclusive or non-exclusive right to use and enjoy limited common elements, as set forth in Exhibit B. ✓

(b) Each condominium unit shall be inseparable and may be conveyed, leased, devised or encumbered only as a condominium unit. Title to a condominium unit may be held individually or in any form of concurrent ownership recognized in Colorado. In case of any such concurrent ownership, each co-owner shall be jointly and severally liable for the performance and observance of all the duties and responsibilities of an owner with respect to the condominium unit in which he owns an interest.

(c) Any contract of sale, deed, lease, deed of trust, mortgage, will or other instrument affecting a condominium unit may describe it by its unit number as shown on the Map, followed by the name of the condominium units and reference to this Declaration and to the Map.

(d) Declarant shall give written notice to the assessor of Eagle County, Colorado, in the manner provided in the Act, so that each condominium unit will be separately assessed and taxed.

(e) The condominium units shall be used and occupied solely for dwelling or lodging purposes. All of the above stated uses and occupancies shall be only as permitted by and subject to the appropriate and applicable governmental zoning and use ordinances, rules and regulations from time to time in effect. An owner shall have the right to lease his condominium unit upon such terms and conditions as the owner may deem advisable; provided, however, that (i) any such lease shall be in writing and shall provide that the lease is subject to the terms of this Declaration, (ii) a condominium unit may be leased only for the uses provided hereinabove, and (iii) any failure of a lessee to comply with the terms of this Declaration, Articles of Incorporation, Bylaws of the Association, or the rules of the Association shall be a default under the lease enforceable by the Association.

3. Condominium Map. Upon substantial completion of the building and prior to any conveyance by Declarant of a condominium unit therein, Declarant shall cause to be filed for record in Eagle County, Colorado, the Map, which shall contain: (a) the legal description of the surface of the land; (b) the linear measurements and location, with reference to the exterior boundaries of the land, of the building and all other improvements built or to be built on the land; (c) the floor plans and linear dimensions of the interior of the building including the units, the general common elements which are not a part of any unit, and the limited common elements; (d) the designation by number or other symbol of each unit; (e) the elevation plans of the building; and (f) the elevation of the unfinished interior surfaces of the floors and ceilings of the building, including the units, as established from a datum plane, the distances between floors and ceilings, and the linear measurements showing the thickness of the perimeter walls of the building. Declarant reserves the right to amend the Map from time to time to conform it to the actual location of the building (including all parts thereof) and to establish, vacate and relocate easements, access road easements and off site parking areas. In addition, Declarant reserves unto itself and the successor owners the right to amend or supplement the Map to described alterations resulting from the combination, division or partition of a unit or units pursuant to the reservations set forth in subparagraph 2(e) herein.

4. General Common Elements; Encroachments.

(a) The general common elements shall be owned in common by all the owners and shall remain undivided. No owner shall assert any right of partition with respect to the general common elements. Each owner waives any and all rights of partition he may hold by virtue of his ownership of an undivided interest in the general common elements as a tenant in common with the other owners. This Paragraph shall not, however, limit or restrict the right of partition of a single condominium unit among the owners thereof,

whereby the owners petition the court to sell the condominium unit and to allocate the sole proceeds among the owners, but such right of partition shall not be construed to mean a physical division or partition of a condominium unit, nor shall such right of partition affect any other condominium unit. Notwithstanding anything contained herein to the contrary, nothing contained in this subparagraph 4(a) shall be construed to limit or prohibit a proportionate adjustment in the percentage ownership in the general common elements in connection with the combination, division or partition of a unit or units pursuant to the reservations set forth in subparagraph 2(e) herein, provided that any such combination, division or partition shall not increase or decrease the percentage ownership in the general common elements of, or the percentage of common expenses to be paid by, any owner not involved in such combination, division or partition.

(b) Each Owner shall be entitled to use the general common elements in accordance with the purpose for which they are intended, without hindering, impeding or imposing upon the rights of the other owners and in accordance with the rules and regulations duly established from time to time by the Association and subject to the provisions of Paragraphs 20 and 21 herein.

(c) There is hereby created an easement, upon, across, over and under all of the general common elements for ingress and egress, installation, replacement, repair and maintenance of all utilities, including but not limited to water, sewer, gas, telephone and electricity. An easement is further granted to all police, fire protection and ambulance personnel, and all similar persons to enter upon the general common elements and condominium units in the performance of their duties. Further, an easement is hereby granted to the Association to enter in, onto, above, across or under the general common elements and any condominium unit to perform the duties of maintenance and repair to any condominium unit or the general common elements. Notwithstanding anything to the contrary contained in this Paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the general common elements except as approved by the Association, and any utility or company in the use of the utility easement granted herein shall be responsible for any damage to any general common element or cost incurred by the Association as a result of such damage and shall be required to promptly restore any of the general common elements disturbed or damaged by such utility or company in the exercise of any of their rights under the utility easement granted herein. Should any utility or company furnishing a service covered by this easement herein request a specific easement, including a vehicular easement, the Association may grant such an easement to the general common elements by a separate recorded instrument without conflicting with the terms hereof and without consent of the owners being required. The easements provided for in this Paragraph shall in no way affect any other recorded easement to the general common elements.

(c) Labor performed or materials furnished for the general common elements, if duly authorized by the Association, in accordance with this Declaration or its bylaws, shall be deemed to be performed or furnished with the express consent of each owner and shall be the basis for the filing of a lien pursuant to law against each of the condominium units. In the event a lien is effected against two or more condominium units, the owners of the separate condominium units may remove their condominium units from the lien by payment of the fractional or proportional amount attributable to each of the condominium units affected. Individual payment shall be computed by reference to the Sharing Ratios. Subsequent to payment, discharge or other satisfaction, the condominium unit shall be released from the lien paid, satisfied or discharged. Partial payment, satisfaction or discharge shall not prevent the lienor from proceeding to enforce his rights against any condominium unit not so released or discharged.

6. Administration and Management.

(a) Ironwood At Beaver Creek Condominiums shall be administered and managed pursuant to this Declaration, the Articles of Incorporation and the Bylaws of the Association. Each owner shall be a member of the Association and shall remain a member until he ceases to be an owner. As members of the Association, all of the owners collectively are entitled to the total of 8 votes, with each owner being entitled to one vote. Each member shall comply strictly with the provisions of this Declaration and of the Articles of Incorporation and Bylaws of the Association. The Association shall have the right to promulgate and enforce rules governing the use, maintenance and appearance of the general common elements and shall have the right to assign any parking spaces, if any, in the general common elements that have not been designated as limited common elements. Each member shall be bound by and shall comply with rules, resolutions and decisions of the Association duly made or adopted in the manner set forth in this Declaration or in the Articles of Incorporation or Bylaws. Failure of the member to comply with such provisions, rules, resolutions or decisions shall be grounds for an action to recover damages or to obtain injunctive relief, or both, by the Association on behalf of the other owners or, in a proper case, by an aggrieved owner. In addition, the Association's bylaws may authorize the Association, during the period of any delinquency to suspend a member's voting privileges; however, no such suspension shall affect the rights of a first lienor.

(b) The Association may employ or contract for the services of a manager provided that such employment shall be by contract having a term of no more than three years and each such contract shall be subject to cancellation by the Association on ninety days notice, with or without cause. The board of directors (the "Board") may not delegate to a manager the authority to make expenditures for capital additions or improvements chargeable

(d) If any portion of the general common elements now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the general common elements, as a result of the construction of the building, or if any such encroachment shall occur hereafter as a result of settling or shifting of the building, a valid easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. In the event the building, any unit, any adjoining unit, or any adjoining general 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 general common elements upon any unit or of any unit upon any other unit or upon any portion of the general common elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the building shall stand.

5. Mechanic's Liens; Indemnification.

(a) If any owner shall cause any material to be furnished to his unit or any labor to be performed therein or thereon, no owner of any other condominium unit shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the owner causing it to be done, and such owner shall be solely responsible to contractors, laborers, materialmen and other persons furnishing labor or materials to his unit or any improvements therein. Nothing herein contained shall authorize any owner or any person dealing through, with or under any owner to charge the general common elements or any unit other than of such owner with any mechanic's lien or other lien or encumbrance whatever. On the contrary (and notice is hereby given) the right and power to charge any lien or encumbrance of any kind against the general common elements or against any owner or any owner's unit for work done or materials furnished to any other owner's unit is hereby expressly denied.

(b) If, because of any act or omission of any owner, any mechanic's or other lien or order for the payment of money shall be filed against the general common elements or against any other owner (whether or not such lien or order is valid or enforceable as such), the owner whose act or omission forms the basis for such lien or order shall at his own cost and expense cause the same to be cancelled and discharged of record or bonded by a surety company reasonably acceptable to the Association, or to such other owner or owners, within 20 days after the date of filing thereof, and further shall indemnify and save all the other unit owners and the Association harmless from and against any and all costs, expenses, claims, losses or damages, including reasonable attorney's fees resulting therefrom.

against any portion of the annual budget, as defined in subparagraph 8(b) herein, other than that portion specifically designated for capital expenditures. The members of the Board shall not be liable for any omission or improper exercise by a manager of any such duty, power, or function so delegated by written instrument executed by a majority of the Board.

7. Maintenance and Repairs.

(a) Each owner shall be responsible for maintenance and repair of his unit, including fixtures and improvements and all utility lines and equipment located therein and serving such unit only. In performing such maintenance or repair, or in improving or altering his unit, no owner shall do any act or work which impairs any general common element or the structural soundness of any building or which interferes with any easement.

(b) The general common elements (including the limited common elements) shall be administered, conserved, managed, maintained, repaired and replaced, except as modified by paragraph 7(c) below, by the Association, which may have access to any unit from time to time during reasonable hours for such purposes, or at any time for the purpose of making emergency repairs therein necessary to prevent damage to the general common elements or to another unit or units. The costs of repairing any damage to a unit resulting from entry therein for any such purpose shall be a common expense of all the owners. However, if the need to make such entry results from the negligence or intentional act of any owner, his family, guests, employees, licensees, lessees, agents or invitees, such owner shall reimburse the Association for all the costs of repairing such damage and shall be liable to the other owners for all additional losses or damages suffered, including reasonable attorney's fees.

(c) Notwithstanding the foregoing, (i) each owner having an interest in limited common elements which is a deck or patio, shall pay the proportion (except for routine painting, cleaning or repair which is done in conjunction with the general upkeep of the exterior of the building) of the costs and expenses of maintaining, repairing and replacing such limited common elements of which such owner has any use and enjoyment, the numerator of which is his Sharing Ratio and the denominator of which is the total of the Sharing Ratios of all persons having any use and enjoyment thereof; (ii) each owner shall pay all costs of repairing any damage to the general common elements (including the limited common elements), or to any unit other than his own resulting from the intentional act or negligence of such owner, his family, guests, employees, licensees, lessees, agents or invitees.

8. Assessments for Common Expenses.

(a) Except as set forth in subparagraph 7(c) herein, each owner shall pay his pro rata share of the common expenses, which proration shall be made on the basis of the Sharing Ratios in effect on the date such common expense is assessed, except that with respect to unoccupied units owned by Declarant, the Association shall assess Declarant only if the assessments assessed with respect to all condominium units not owned by Declarant or occupied by Declarant are insufficient, in which case Declarant shall be assessed for all condominium units owned and unoccupied by it in the aggregate, an amount equal to the amount required to meet actual expenses of the Association not to exceed an amount equal to the pro rata share of the common expenses Declarant would be required to pay if all of the condominium units owned by it were occupied.

(b) The Board shall fix, determine, levy and collect annual and special assessments to be paid by each of the owners to meet the common expenses and to create a contingency reserve therefor. Prior to the beginning of each fiscal year of the Association, the Board shall adopt a budget for that year. The budget shall include, but shall not be limited to, an estimate of the costs of maintenance, repair and replacement of the general common elements, the cost of utilities and other services to be provided by the Association, the cost of insurance required by Paragraph 9 herein, and proposed capital expenditures. The budget shall include an adequate reserve fund for the maintenance, repairs and replacement of those general common elements that must be replaced on a periodic basis in order that such maintenance, repairs and replacement may be paid for through regular installments rather than by special assessment. For the Association's first fiscal year, the Board shall adopt the budget at the first meeting of the Board and designate the date of commencement of the first annual assessment, with the costs for maintenance, repair and replacement of the general common elements and any reserve fund needed therefor based on a good faith estimate of those costs; said estimate may be based on the costs incurred by similar associations in the general locale. Thereafter, the cost of maintenance, repair and replacement and any reserve fund needed therefor shall be on the basis of the previous year's costs with such adjustments therefrom as the Board considers appropriate. The budget shall also include the annual assessment for each condominium unit. Special assessments may be levied whenever in the opinion of the Board it is necessary or advisable to do so (i) to meet increased operating or maintenance expenses or costs, (ii) to provide for additional capital expenses, or (iii) because of emergencies; however, if the proposed additional capital expenses at any given time are or would be in excess of \$50,000.00 in the aggregate for any calendar year, such expenses may be incurred only after the owners, by the vote of the owners of at least 70.0 percent of the general common elements, approve such expenses. * All annual assessments shall be based upon an approved budget; all other assessments shall be in itemized statement form and shall set forth the detail of the various expenses for which the assessments are being made.

(c) The Board shall prepare and provide to each owner a statement for the annual assessment and any special assessment against his condominium unit. Annual assessments for the budgeted common expenses shall be paid in quarterly installments, each such installment due and payable in advance on the first day of each calendar quarter, or more frequent installments as may be determined by the Board. Special assessments shall be due and payable as specified in the written notice of such assessment provided by the Board.

(d) The Board shall have the right to add to any owner's assessment as provided in this Paragraph those amounts expended by the Association for the benefit of any individual condominium unit and the owner thereof, including, but not limited to, increased costs in the insurance premium if an owner's respective percentage interest on the insurance policies is greater than such owner's respective sharing ratio, fines (pursuant to rule adopted by the Association), repairs and replacements (to any condominium unit or the general common elements) caused by the negligent or willful acts of said owner, his family, guests, employees, licensees, lessees, agents or invitees; maintenance, repair, care of and replacement of limited common elements appurtenant to a condominium unit; and all other expenditures or charges provided for by this Declaration or the bylaws.

(e) If any assessment shall remain unpaid ten days after the due date thereof, the Board may impose a late charge on such defaulting owner in a reasonable amount or an amount equal to 1.5 percent of such assessment, whichever is greater. Likewise, a late charge in a reasonable amount or in an amount equal to 1.5 percent of the unpaid assessment, whichever is greater, may be imposed on the first day of each calendar month thereafter so long as such assessment shall be unpaid. Failure to make payment within 30 days of the due date thereof also shall cause the full amount of such owner's regular quarterly assessments for the remainder of that year to become due and owing at once, at the option of the Board. In the event it shall become necessary for the Board to collect any delinquent assessments or fees, whether by foreclosure of a lien hereinafter created, by commencing of a court action or otherwise, the delinquent owner shall pay, in addition to the assessment and late charge herein provided, all costs of collection, including a reasonable attorney's fee and costs incurred by the Board in enforcing payment.

(f) All sums assessed but unpaid for the share of common expense assessed to any condominium unit shall constitute a lien on such unit in favor of the Association prior to all other liens and encumbrances, except: (i) liens for general property taxes and special assessments; and (ii) the lien of any first mortgage or first deed of trust of record encumbering such unit. The Association's lien shall attach from the date when the unpaid

assessment shall become due and may be foreclosed by the Association in like manner as a mortgage on real property upon the recording of a notice or claim thereof executed by the Association setting forth the amount of the unpaid indebtedness, the name of the owner of the condominium unit, and a description of the condominium unit. If any such lien is recorded by the Association, the owner shall be required to pay the costs and expenses of the preparation and recording of the Association's lien, including reasonable attorney's fees, or \$100.00, whichever is greater. In any foreclosure of the Association's lien, the owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees. During the period of foreclosure the owner of the condominium unit subject to such action shall be required to pay a reasonable rental to the Association. The Association shall be entitled to purchase the condominium unit at the foreclosure sale, and to acquire, hold, lease, mortgage or convey the same. Each owner, by accepting a deed to a unit, waives any applicable homestead exemption as to the assessment lien.

(g) No owner shall exempt himself from liability for payment of his share of the common expenses either by waiver of the use or enjoyment of any of the general common elements or by abandonment of his condominium unit.

(h) In case of sale or other transfer of a condominium unit with respect to which sums assessed for common expenses shall be unpaid, the purchaser or other transferee of an interest in such unit shall be jointly and severally liable with the seller or transferrer thereof for such unpaid assessments. Notwithstanding the above, any first lienor who obtains title to a condominium unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the first lienor.

(i) Upon written request of any owner, mortgagee, prospective mortgagee, purchaser or other prospective transferee of a condominium unit, the Association shall issue a written statement setting forth the amount of the unpaid common expenses, if any, with respect to such condominium unit, the amount of the current monthly assessment, the date on which such assessment became or shall become due and the amount of any credit for prepaid expenses. Such statement, for which a reasonable fee may be charged, is binding upon the Association in favor of any person who may rely thereon in good faith. Unless a request for such statement shall be complied with within twenty days after receipt thereof, all unpaid common expenses which became due prior to the date of making such request shall be subordinated to the lien or other interest of the person requesting such statement.

(j) Any party in favor of whom a lien on a condominium unit has been created may but shall not be required to pay any

unpaid common expense with respect to such unit, and upon such payment such party shall have a lien on such condominium unit for the amount so paid of the same rank as the lien theretofore existing.

(k) The Association may require each owner, other than Declarant, to deposit with the Association, without interest accruing to the owner, an amount equal to one quarter's common assessment levied against the condominium unit owned by such owner, which amount shall be held by the Association as a reserve to be used for paying such owner's periodic common assessments, paying such owner's special assessments, for working capital or other reasonable purposes determined by the Association. Such reserve payment shall not relieve an owner from making regular payment of common assessments or payment of special assessments as the same become due. Upon the sale of a condominium unit, the owner thereof shall be entitled to a credit from his grantee for any unused portion of such reserve, which amount then held by the Association shall be transferred on the Association's books to the account of the grantee.

9. Insurance.

(a) The Association shall, on behalf of the owners:

(i) keep the building (including all of the units and all fixtures therein, but not including furniture, furnishings, or other personal property supplied or installed by condominium unit owners) insured against loss or damage by fire, with extended coverage (including insurance against loss or damage by vandalism or malicious mischief), in at least the amount of the maximum replacement value thereof, determined in accordance with subparagraph 9(c) herein;

(ii) provide and keep in force, for the protection of the Association, its officers and directors, and all the owners and first lienors, general public liability and property damage insurance against claims for bodily injury or death or property damage occurring upon or in the general common or limited elements, in limits of not less than \$1,000,000 for bodily injury or death to any number of persons arising out of one accident or disaster, or for damage to property, and if higher limits shall at any time be customary to protect against possible tort liability, such higher limits shall be carried.

(iii) carry insurance in such amounts as the Association may consider necessary or advisable against such other insurable hazards as may from time to time be commonly insured against in the case of similar property in similar locations elsewhere.

(iv) carry directors and officers liability insurance in such amounts as the Association may consider necessary or advisable.

(b) All insurance required to be carried under this Paragraph shall be carried in favor of the Association, the owners and all first lienors, as their respective interests may appear. Each policy of insurance shall contain a standard mortgagee clause in favor of each first lienor of a condominium unit which shall provide that the loss, if any, thereunder shall be payable to such first lienor, as its interest may appear, subject, however, to the loss payment provisions in favor of the Association hereinafter set forth. All policies of insurance against damage to the building and fixtures shall provide that losses shall be payable to and adjusted with the Association, as attorney-in-fact for the owners. The Association shall hold and apply the proceeds of such insurance as set forth in this Declaration. Each insurance policy shall provide that no cancellation thereof may be made by the insurance carrier without having first given 30 days' prior written notice thereof to the Association, the owners and all first lienors. Each insurance policy shall also contain a "severability of interest" endorsement, that provides in case of violation of any provision thereof by the Association or one or more (but less than all) of the owners, the coverage of such policy shall be suspended or invalidated only as to the interest of the Association or the owner or owners committing the violation and not as to the interest of any other owner. All policies of physical damage insurance shall contain waivers of subrogation and of any defense based on co-insurance. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all first lienors at least ten days prior to expiration of the then current policies.

(c) The maximum replacement value of the building (which shall indicate the maximum replacement value of each condominium unit contained therein), without deduction for depreciation, shall be determined by the Association prior to obtaining any policy of fire insurance or any renewal thereof by means of one or more written appraisals or reports made by competent, disinterested appraisers, or by an insurance company representative; however, appraisals need not be obtained more frequently than at two-year intervals. Copies of such appraisals or reports shall be furnished to each owner and each first lienor of a condominium unit.

(d) Each owner shall be responsible for all insurance covering loss or damage to personal property in his unit and liability for injury, death or damage occurring inside his unit. Any such policy shall contain waivers of subrogation and shall be so written that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished thereby.

Wheeler ✓

10. Appointment of Attorney-in-Fact. Each owner by his acceptance of the deed or other conveyance vesting in him an interest in a condominium unit does irrevocably constitute and appoint (a) the Association with full power of substitution as his true and lawful attorney in his name, place and stead to deal with such interest upon damage to or destruction, obsolescence, or condemnation of any building or real property as hereinafter provided, and (b) Declaration with full power of substitution as his true and lawful attorney in his name, place, and stead to deal with such interest in order to effectuate the reservations contained in Paragraphs 2, 3, 4 and 20 herein, each with full power, right and authorization to execute, acknowledge and deliver any contract, deed, proof of loss, release or other instrument affecting the interest of such owner, and to take any other action, which the Association or Declarant may consider necessary or advisable to give effect to the provisions of this Declaration. If requested to do so by the Association or Declarant, each owner shall execute and deliver a written instrument confirming such appointment. The action of the Association in settling any damage or condemnation claim shall be final and binding on all owners. No owner shall have any rights against the Association or any of its officers or directors with respect thereto except in case of fraud or gross negligence.

11. Damage or Destruction. In case of damage or destruction of the building or any part thereof by any cause whatsoever:

(a) If in the reasonable judgment of the Association, the proceeds of insurance shall be sufficient to pay all of the costs of repairing and restoring the building, the Association (as attorney-in-fact for the owners) shall cause the building to be repaired and restored, applying the proceeds of insurance for that purpose.

If unit 8 is damaged / destroyed by fire, do I pay 1/8th of amount not covered by insurance? yes >

(b) If in the reasonable judgment of the Association the anticipated proceeds of insurance are not sufficient to pay the costs of repairing and restoring the building, and if the excess of such costs over the anticipated insurance proceeds, are less than 20.0 percent of the minimum replacement value last determined under subparagraph 9(c) herein, then the Association (as attorney-in-fact for the owners) shall promptly cause the building to be repaired and restored, and the difference between the insurance proceeds and the costs of repair and restoration shall be a common expense to be assessed to all units and paid by all owners as provided in Paragraph 8 herein.

(c) If in the reasonable judgment of the Association the anticipated proceeds of insurance are not sufficient to pay the costs of repairing and restoring the building, and if the excess of such costs are 20.0 percent or more of the maximum replacement value last determined under subparagraph 9(c) herein, then the Association

(as attorney-in-fact for the owners) shall promptly cause the building to be repaired and restored, and the difference between the insurance proceeds and the costs of repair and restoration shall be assessed and paid as hereinafter provided; provided, however, that if within 100 days after the date of such damage or destruction a plan for repairing and restoring the building shall be disapproved and a sale of such building is approved by the owners owning 75.0 percent or more of the general common elements and by 75.0 percent of all first lienors, the Association (as attorney-in-fact for the owners of condominium units) shall execute and record in the Eagle County, Colorado, real estate records a notice of such facts, and thereafter shall sell the ~~entire real property~~ on which the building is located (including the building) together with reasonable easements for ingress and egress, if required, as designated by the Association, free and clear of the provisions of this Declaration and the Map, which shall wholly terminate and expire with respect to such property upon the closing of such sale. The proceeds of insurance and the proceeds of such sale of the real property shall be collected by the Association, applied first to the payment of expenses of the sale, and then divided among the owners and paid into separate accounts, each representing one unit. The insurance proceeds shall be divided according to the owners' respective percentage interests therein as shown by the insurance policies, if so shown, otherwise according to the owners' respective Sharing Ratios then in effect, and the proceeds of sale shall be divided according to the owners' respective Sharing Ratios then in effect. The funds in each account (without contribution from one account to another) shall be applied by the Association for the following purposes in the order indicated: (i) for payment of the balance of the lien of any first mortgage or deed of trust on the condominium unit; (ii) for payment of taxes and special assessment liens in favor of any assessing entity; (iii) for payment of unpaid common expenses; (iv) for payment of junior liens and encumbrances in the order of and to the extent of their priority; and (v) the balance remaining, if any, shall be paid to the owner. The provisions of this Paragraph shall not be construed as limiting in any way the right of a first lienor (in case the proceeds allocated under (i) above shall be insufficient to pay the indebtedness secured by his lien) to assert and enforce the personal liability for such deficiency of the person or persons responsible for payment of such indebtedness. If within 100 days after the date of such damage or destruction a plan for repairing and restoring a damaged or destroyed building is not disapproved pursuant to this subparagraph 11(c), the Association (as attorney-in-fact for such owners) shall promptly cause such repairs and restoration to be made according to such plan, and the difference, if any, between the amount of the insurance proceeds and the costs of repair and restoration shall be a common expense to be assessed to all units and paid by all owners as provided in Paragraph 8 herein.

(d) Nothing contained in this Paragraph shall be

construed as imposing any liability whatever on any first lienor to pay all or any part of the costs of repair or restoration.

12. Obsolescence.

(a) If at any time the owners of 75.0 percent or more of the general common elements and 75.0 percent of all first lienors shall agree that the building has become obsolete and shall approve a plan for its renovation or restoration, the Association (as attorney-in-fact for the owners with interests in such building) shall promptly cause such renovation or restoration to be made according to such plan. All owners shall be bound by the terms of such plan, and the costs of the work shall be a common expense to be assessed to all units and paid by all owners as provided in Paragraph 8 herein.

(b) If at any time the owners of 75.0 percent or more of the general common elements and 75.0 percent of all first lienors shall agree that any of the improvements constituting general common elements have become obsolete and shall approve a plan for their renovation or restoration, the Association (as attorney-in-fact for the owners) shall promptly cause such renovation or restoration to be made according to such plan. All owners shall be bound by the terms of such plan, and the costs of the work shall be a common expense, to be assessed to all units and paid by Paragraph 8 herein.

(c) If at any time the owners of 75.0 percent or more of the general common elements and 75.0 percent of all first lienors shall agree that the building has become obsolete and should be sold, the Association (as attorney-in-fact for the owners) shall promptly record in the real estate records of Eagle County, Colorado, a notice of such facts, and shall sell the entire real property, free and clear of the provisions of this Declaration and the Map, which shall wholly terminate and expire upon the closing of such sale. The proceeds of such sale shall be collected, applied and divided among the owners by the Association in the manner provided in subparagraph 11(c) herein.

13. Condemnation.

(a) If the entire real property shall be taken for any public or quasi-public use, under any statute, by right of eminent domain, or by purchase in lieu thereof, or if any part of the building shall be so taken, or if any part of the land shall be so taken and the part remaining shall be insufficient for purposes of Plaza Lodge Condominiums, the Association (as attorney-in-fact for the owners) shall collect the award made in such taking and shall sell the part of the land remaining after the taking, if any, free and clear of the provisions of this Declaration and the Map. Such provisions shall wholly terminate and expire upon the recording of a notice by the Association setting forth all of such facts. The award and the proceeds of such sale, if any, shall be collected,

applied and divided among the owners by the Association in the manner provided in subparagraph 11(c) herein.

(b) If such taking shall be partial only, and if the remaining part of the land shall be sufficient for the purposes of Plaza Lodge Condominiums, the condominium ownership hereunder shall not terminate. Each owner shall be entitled to a share of the condemnation award to be determined under the following provisions:

(i) The total amount allocated to taking of or injury to the general common elements shall be apportioned among owners on the basis of each owner's respective Sharing Ratio then in effect;

(ii) The total amount allocated to severance damages shall be apportioned to the owners of those units which were not taken or condemned on the basis of each such owner's respective Sharing Ratio then in effect;

(iii) The respective amounts allocated to the taking of or injury to a particular unit or to improvements an owner has made within his own unit shall be apportioned to the owner of that particular unit involved; and,

(iv) The total amount allocated to consequential damages and any other taking or injuries shall be apportioned among the owners in proportion to their respective Sharing Ratios then in effect. If an allocation of the award is already established in negotiation, judicial decree, or otherwise, then in allocating the award the Association shall employ such allocation. Distribution of apportioned proceeds shall be made by checks payable jointly to the respective owners and their respective first lienors.

(c) In the event a partial taking results in the taking of a unit, the owner thereof shall automatically cease to be a member of the Association, and his ownership interest in the general common elements shall terminate and vest in the owners of the remaining condominium units. Thereafter, the Association shall reallocate the ownership and assessment ratios determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception, and shall submit such reallocation to the owners of the remaining units for the amendment of this Declaration.

(d) In the event of a partial taking, the remaining part of the land shall be deemed sufficient for purposes of Plaza Lodge Condominiums unless within 100 days after the date of such partial taking the owners of 75.0 percent or more of the general common elements and 75.0 percent of all first lienors shall agree that the remaining part of the land shall be deemed insufficient for purposes of Ironwood At Beaver Creek Condominiums, in which event the

remaining part of the land for all purposes of this Paragraph 13 shall be deemed insufficient for purposes of Ironwood At Beaver Creek Condominiums.

(e) In the event that any portion of Ironwood At Beaver Creek Condominiums shall be made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then timely written notice of such condemnation shall be given by the Association to each owner and first lienor.

14. Quality of Work. Any repairs, renovation or restoration of the real property or any building covered by this Declaration by the Association as attorney-in-fact for the owners shall be done in such manner as to make the real property or the building at least as valuable after such work as it was immediately before the occurrence requiring the work to be done.

15. Amendment or Revocation. This Declaration may be amended or revoked (i) by Declarant at any time prior to the filing of the Map, and (ii) upon the written approval in recordable form of the owners of 75.0 percent or more of the general common elements and 75.0 percent of all first lienors, except that the provisions of this Paragraph 15, the provisions of subparagraphs 2(a), 2(e), 6(a), 7(c) and 8(a) herein and Exhibit B relating to interests in the general common elements and the limited common elements may be amended only upon such approval of the owners of 100.0 percent of the general common elements and all first lienors. It shall also be revoked in whole or in part upon sale of all or part of the real property pursuant to subparagraph 11(c), 12(c) or 13(a) herein.

16. Property for Common Use. The Association may acquire and hold for the use and benefit of all owners, real property, as long as such real property is purchased at a foreclosure sale or if such property is to be used as a manager's unit, and tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the owners in the same proportion as their respective interests in the general common elements and shall not be transferable except with a transfer of a condominium unit. A transfer of a condominium unit shall transfer to the transferee ownership of the transferrer's beneficial interest in such property without any reference thereto. Each owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the other owners. The transfer of title to a condominium unit under foreclosure shall entitle the purchaser to the beneficial interest in such property associated with the foreclosed condominium unit.

17. Registration by Owner of Mailing Address. Each owner shall register his mailing address with the Association, and except for monthly statements and other routine notices which may be sent

regular mail, postage prepaid, addressed in the name of the owner at such registered mailing address, all other notices or demands intended to be served upon an owner (whether by the Association or another owner) shall be sent certified mail, postage prepaid, addressed in the name of the owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Association shall be sent certified mail, postage prepaid, to the address of the Association as designated in the Bylaws of the Association.

18. Duration of Condominium Ownership. The separate estates created by this Declaration and the Map shall continue until this Declaration shall be revoked or until its provisions shall terminate as provided herein.

19. Architectural Control. No building, fence, wall or other structure shall be commenced, erected or maintained upon the property covered by the Declaration, nor shall any exterior addition to or change or alteration to the building be made until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board or by an architectural committee composed of three or more representatives appointed by the Board. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, approval will not be required and this Paragraph will be deemed to have been fully complied with.

20. Easement, Lease, License and Use of General Common Elements. The Association shall have the right to grant by easement, lease, license or permit the use of, by less than all owners or by nonowners and with or without charge as the Association may deem desirable, any portion of the general common elements or any condominium unit owned by the Association. The rights granted to the Association in this Paragraph 20 shall only be used in the promotion of the collective best interest of the owners.

21. Restrictive Covenants and Obligations.

(a) No Imperiling of Insurance. No owner and no owner's invitees shall do anything or cause anything to be kept in or on the general common elements or the units (collectively called herein the "condominium project") that might result in an increase in the premiums of insurance obtained for the condominium project or which might cause cancellation of such insurance without the prior written consent of the Association first having been obtained.

(b) No Violation of Law. No owner and no owner's invitees shall do anything or keep anything in or on the condominium project which would be immoral, improper, offensive or in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

(c) No Noxious, Offensive, Hazardous or Annoying Activities. No noxious or offensive activity shall be carried on upon any part of the condominium project nor shall anything be done or placed on or in any part of the condominium project which is or may become an unreasonable nuisance, disturbance or annoyance to others. No activity shall be conducted on any part of the condominium project and no improvements shall be made or constructed on any part of the condominium project which are or might be unsafe or hazardous to any person or property. The owners acknowledge and agree that business and commercial activities including, without limitation, restaurant and bar operations shall be conducted in and on units numbered C-1 through C-6, inclusive, and the general common elements and that some annoyance and inconvenience is to be expected and tolerated. The owners acknowledge and agree that the units R-1 through R-6, inclusive, are to be used for residential purposes and that excessive noise, unsightly displays, excessive and unpleasant odors and all other excessive nuisances are to be avoided. Noise, smoke, odors or light specifically permitted by the Town of Vail ordinances, rules or regulations adopted from time to time, shall not be subject to complaint by any owner.

(d) No Unsightliness. No unsightliness shall be permitted on or in any part of the condominium project. Without limiting the generality of the foregoing; nothing shall be kept or stored on or in any of the general common elements; nothing shall be hung or placed upon any of the general common elements; and nothing shall be placed on or in windows or doors of the condominium project, which would or might create an unsightly appearance.

(e) Restriction on Animals. No animals, livestock, horses or poultry of any kind shall be kept, raised or bred within any unit or within the general common elements, except each owner (but not a tenant of an owner) shall be allowed to keep one dog, one cat or one other domesticated household animal.

(f) Trash and Unsightly Uses. Unsightly objects and materials shall not be placed upon the general common elements and no part of the general common elements may be used as a dumping ground for garbage, trash or other waste, and the same shall be disposed of in a sanitary manner. The Association shall have the right to enter upon any of the general common elements and to remove such refuse piles or other unsightly objects and material at the expense of the owner causing the same, and such entry shall not be deemed a trespass.

(g) No Violation of Rules. No owner and no owner's family, guests, employees, licensees, lessees, agents or invitees shall violate the rules and regulations adopted from time to time by the Association, whether relating to the use of units, the use of general common elements, or otherwise.

Determination with respect to whether or not a particular activity or occurrence shall constitute a violation of this Paragraph 21 shall be made by the Board and shall be final.

22. Effect of Provisions of Declaration. Each provision of this Declaration, and agreement, promise, covenant and undertaking to comply with each provision of this Declaration, and any necessary exception or reservation or grant of title, estate, right or interest to effectuate any provision of this Declaration: (i) shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any condominium unit is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument; (ii) shall, by virtue of acceptance of any right, title or interest in any condominium unit by an owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such owner and, as a personal covenant, shall be binding on such owner and his heirs, personal representatives, successors and assigns; and, shall be deemed a personal covenant to, with and for the benefit of the Association and of each owner of any condominium unit; and, (iii) shall be deemed a real covenant by Declarant, for itself, its successors and assigns, and also an equitable servitude, running in each case, as a burden with and upon the title to each and every condominium unit.

23. Enforcement and Remedies. Each provision of this Declaration shall be enforceable by the Association or by any owner by a proceeding for a prohibitive or mandatory injunction and/or by a suit or action to recover damages. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees. Failure by the Association or by any owner to enforce any provision, covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so thereafter.

24. Special Amendments. Declarant hereby reserves and is granted the right and power to record a special amendment (a "Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Governmental National Mortgage Association, the Federal Home Loan Mortgage Corporation; the Department of Housing and Urban Development, or any other public, quasipublic or private entity which performs (or may perform in the future) functions similar to those currently performed by such entities, and/or (ii) to induce

any of such agencies or entities to make, purchase, sell, insure, or guarantee a mortgage covering the condominium units. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a condominium unit and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of Declaration to make, execute and record a Special Amendment. No Special Amendment made by Declarant shall affect or impair an existing deed of trust or mortgage upon a condominium unit or any warranties made by an owner or mortgages in order to induce any of the above agencies or entities to make, purchase, insure, or guarantee the mortgage on such owner's condominium unit.

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Date

25. General.

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

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

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

IN WITNESS WHEREOF, Declarant has duly executed this Declaration this ____ day of _____, 1988.

Ironwood Builders, Inc., a
Colorado corporation

Attest:

BY: _____, President

Secretary

SCHEDULE A

Services Provided By The Association
Which Are Paid For Out Of The Periodic Assessment*

1. Lawn and grounds care.
 2. Snow removal from sidewalks, stairs and mall areas which are part of the general common areas.
 3. Trash removal.
 4. Water and sewer service to the units and as used in connection with general common elements.
 5. Electricity for lighting and heating of general common elements.
 6. Administration, bookkeeping, legal and audit
 7. Insurance, as more fully described in Paragraph 9 of the Declaration.
 8. All other ordinary maintenance, repair work, and services related to the general common elements which may be necessary.
- * The services set forth herein are the initial services to be provided by the Association. The Association may, from time to time, add to or subtract from the list.

SCHEDULE B

Assessments, Debts, or Other Obligations Assumed By a Member on his Condominium Unit

1. Assessments. Each member will be assessed by the Association his pro rata share of the common expenses attributable to each Unit owned by him. Such proration shall be on the basis of Sharing Ratios, as defined in the Declaration, on the date the common expense is assessed, except that with respect to unoccupied Units owned by Declarant, the Association shall assess Declarant only if the assessments assessed with respect to all Units not owned by Declarant or occupied by Declarant are insufficient, in which case Declarant shall be assessed for all Units owned and unoccupied by it in the aggregate, an amount equal to the amount required to meet actual expenses of the Association not to exceed an amount equal to the pro rata share of the common expenses Declarant would be required to pay if all of the Units owned by it were occupied. Special assessments may be levied whenever in the opinion of the Board of Directors it is necessary or advisable to do so (i) to meet increased operating or maintenance expenses or costs, (ii) to provide for additional capital expenses, or (iii) because of emergencies; however, if the proposed additional capital expenses at any given time are in excess of \$50,000.00 in the aggregate for any calendar year, such expenses may be incurred only after the members, by the vote of the holders of at least 70.0 percent of the votes of the members, approve such expenses.
2. Debts. All sums assessed but unpaid for the share of common expenses assessed to any Unit shall constitute a lien on such Unit in favor of the Association. This lien is more fully described in subparagraphs §(e) and §(f) of the Declaration.
3. Obligations. (a) Although Declarant does not anticipate that the members will purchase their Units subject to any liens, except for the lien imposed by law for real property taxes levied on the Unit for the year in which the Unit is purchased, there are liens imposed by the laws of the United States and the State of Colorado which may not appear of record. Each prospective member is advised to avail himself of a title insurance commitment prior to closing of title on a Unit.

(b) Each member may mortgage his Unit and the mortgage may cover such member's interest in general and limited common elements. However, except for mechanic's liens, assessment liens, or tax liens, no other liens may be obtained against the general or limited common elements.

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this ___ day of _____, 1988, by _____, as President and by _____, as Secretary of Ironwood Builders, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires:

Notary Public

Consent of Deed of Trust Holder

The undersigned holders of certain deeds of trust upon the property covered by this Declaration, recorded in Book ___ at Page ___ and in Book ___ at Page ___ of the records in the Office of the Eagle County, Colorado, Clerk and Recorder, hereby consent to the foregoing Declaration and subordinate their interests in the property described therein to the rights and obligations created thereby. Notwithstanding such consent and subordination, all the rights of Declarant in and to such property shall remain encumbered by such deeds of trust.

FIRSTBANK OF AVON

(S E A L)

By: _____

CHERRY CREEK NATIONAL BANK

(S E A L)

By: _____

IRONWOOD AT BEAVER CREEK CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated as to as to the Ironwood Condominiums, the Common Property, the Common Facilities, the General Common Elements, the Limited Common Elements and the Condominium Units located thereon shall be deemed in effect until amended by the Board of Directors of the Ironwood at Beaver Creek Condominium Association (the "Association"), and shall apply to and be binding upon all Condominium Unit Owners of the Ironwood Condominiums. All such Owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. All defined terms used herein shall have the same meaning herein as such terms have in the Condominium Declaration for the Ironwood at Beaver Creek Condominiums. Said Rules and Regulations are as follows:

1. The sidewalks, if any, walkways, entrances and all of the Limited Common Elements and General Common Elements must not be obstructed or encumbered; nor shall any carriages, skis, bicycles, wagons, shopping carts, or any other object of a similar type and nature be left thereon. All Common Areas are owned in common by all Owners. They must not be used in an abusive manner.
2. No Owner shall allow anything whatsoever to fall from the windows, patios, decks, balconies, entry ways or doors of the premises, nor shall he sweep or throw from his Unit or on the Limited Common Elements or General Common Elements of the Condominiums.
3. Refuse and bagged garbage shall be deposited only in the area provided therefor. Trash Dumpster areas must not be blocked. Use for "normal" garbage only, large items, moving out/in, remodeling etc., must be arranged with the trash company at the residents' cost.
4. No Unit Owner shall store or leave trailers, mobile homes, recreation vehicles or other powered recreational equipment such as snow mobiles or boats and the like on the Condominium Project, except in areas, if any, designated for same. The parking areas are for running vehicles only, cars parked there must cooperate with appropriate style of parking and with the snow removal schedule. In winter vehicles must be moved within 24 hours after each snowfall or the Association may move the vehicle at the owners expense. In summer, Manager may notify owners of abandoned vehicles, that they must be moved, by placing a notice on the vehicle and mailing to the owner if known. If notice is disregarded the Association may have the vehicle towed.

Parking of heavy duty commercial vehicles, and construction equipment on common areas is prohibited. No vehicle shall be repaired, serviced, rebuilt, dismantled or painted anywhere within the General Common Elements.

5. No Owner or resident shall direct, supervise, or in any manner attempt to or assert any control over the employees of the Association.

6. No Owner shall make or permit any disturbing noises, sounds or odors by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of the other Owners. No Owner shall play or permit to be played any musical instrument, or operate or permit to be operated, a phonograph, television, radio or sound amplifier in his Unit, in such a manner as to disturb or annoy other occupants of the Condominium Project.

7. No sign, advertisement, notice or other lettering shall be exhibit, displayed, inscribed, painted or affixed, in, on or upon any part of the Condominium Project by an Owner or occupant without written permission of the Board of Directors.

8. Complaints regarding the service of the Condominium shall be made in writing to the Board of Directors.

9. No inflammable, combustible, or explosive fluid, chemical, or substance, shall be kept in any Unit or in any of the Limited Common Elements except such as are required for normal household use.

10. Payments of Maintenance Fees, Assessments and Per Diem Fees shall be made at the office of the Association. Payments made in the form of checks shall be made to the order of the Ironwood at Beaver Creek Association. Any account in arrears will be served foreclosure notice. The Manager is not obligated to notify an owner that payment has not been received. If the Association receives a Non-Sufficient-Funds Check, that owner will be charged a \$15.00 fee. Owners must keep the Manager notified of the names, phone numbers, mailing addresses and lease agreements of all Tenants.

11. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body have jurisdiction thereof.

12. No noxious, destructive or offensive activity shall be carried on in any Unit or in the General Common Elements or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any

time lawfully residing in the Condominium Project.

13. Nothing shall be done or kept in any unit or in or on the Common Elements or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof or increase the rate of the insurance on the Condominium Project or any part thereof over that which the Association or the Owners, but for such activity, would pay.

14. No clotheslines, wiring or installation of air conditioning or other machines shall be installed on the exterior of a Condominium Unit or of a Building or be allowed to protrude through the walls, windows or roof of a Condominium Unit or of a Building.

15. Except in designated storage areas, nothing shall be kept or stored on any part of the General Common Elements by any Owner, group of Owners or their guests, or invitees.

16. Nothing shall be altered on, constructed in, or removed from, the General Common Elements by an Owner, his guests or invitees. No additions or alterations can be made without the Board approval. Owners must file a request with building plans to the Board.

17. Upon notification that a chimney did not pass a "clean" inspection, that owner is responsible for having their chimney cleaned. In the event that the owner does not clean the chimney in a timely manner, the manager may have the chimney cleaned and add the cost thereof to the assessment.

18. Owners/Tenants are responsible for alerting the Association of any common concerns immediately (flooding, electrical problems, leaks, etc.).

19. The Board of Directors of the Association, reserves the right to make additional Rules and Regulations as may be required from time to time without consent of the Condominium Association and its members. These Additional Rules and Regulations shall be as binding as all other Rules and Regulations previously adopted.