

AMENDED AND RESTATED DECLARATION FOR ALPINE CREEK TOWNHOMES

THIS AMENDED AND RESTATED DECLARATION FOR ALPINE CREEK TOWNHOMES (hereinafter, the "Declaration" or "Restated Declaration") is made as of December 1, 2016 and is effective upon recordation by Alpine Creek Townhomes Association, a Colorado nonprofit corporation (the "Association").

RECITALS

A. "Alpine Creek Townhomes" ("Alpine Creek") is a three-phase planned community of single-family homes created pursuant to the "Townhouse Declaration for Alpine Creek Townhomes" recorded June 30, 1992, at Reception No: 479694, Book 583, Page 588 in Eagle County, Colorado (the "Initial Declaration"); as amended by the "First Supplemental Townhouse Declaration for Alpine Creek Townhomes" recorded on January 8, 1993, at Reception No: 49525, Book 599, Page 035 ("First Supplement"); and the Second Amendment to Townhouse Declaration for Alpine Creek Townhomes, recorded May 21, 1993, at Reception No. 505532, Book 609, Page 452, in Eagle County Colorado (the "Second Amendment") (hereinafter, collectively, the foregoing documents are referred to as the "Original Declaration"), *together with* the Final Plat of Alpine Creek Townhomes, Phase I, recorded August 28, 1992, at Book 587, Page 994, in Eagle County, Colorado (hereinafter, the "Phase I Plat"); as amended by the Final Plat for Alpine Creek Townhomes, Phase II, recorded January 27, 1993, at Reception No: 496284, Book 600, Page 195 (hereinafter, the "Phase II Plat"); and the Final Plat for Alpine Creek Townhomes, Phase III, recorded August 12, 1993, at Reception No: 512339, Book 616, Page 266 (hereinafter, the "Phase III Plat") (collectively, the foregoing plats are referred to as the "Plat" or "Plats"). The legal description of the "Property" constituting the Alpine Creek Townhomes is as described on the Phase I Plat, Phase II Plat and Phase III Plat, with a copy of each attached as **Exhibit A 1-3**, which Plats are hereby incorporated into this Declaration. Capitalized terms have the meaning set forth in Article I below.

B. Alpine Creek was developed in a manner consistent with a planned community, with each Owner owning a designated "Lot," together with a "Residence" (either constructed or to be constructed) and "Improvements" thereon. There are no shared or common facilities serving the community other than the Access Drive (including parking, driveways and related improvements, as discussed further in Section 3.10 below); open space, with landscape and irrigation improvements; community utilities in the Common Parcels and trash disposal (currently offsite), all as discussed in further detail below.

C. The Second Amendment to the Declaration recorded in 1993 amended only certain provisions of the Original Declaration to require in part that Owners insure and bear the risk of loss as to their Lots and Improvements, but without Owners having responsibility for maintenance and oversight of their Lots and Improvements.

D. The Owners now desire amend and restate the Original Declaration fully to clarify Owner rights and responsibilities with respect to Residential Units and to provide that Alpine Creek be governed and maintained as a planned community, with Owners having exclusive ownership of their Residential Unit (which, as defined below, includes the Owner's Lot, Residence and all Improvements constructed by the Owner on the Lot). The Association's role and responsibility is limited to ownership, maintenance and oversight of the Common Parcels and Common Parcel Improvements for the benefit of Owners, enforcement of Declaration and general administration of Association operations, as set forth in this Restated Declaration.

E. Planned communities are governed by the Colorado Common Interest Ownership Act, Colorado Revised Statutes, Sections 38-33.3-101, *et. seq.* (the "Act"). Alpine Creek was created before July 1, 1992, contains fewer than ten (10) units and is not subject to any "development rights" (as defined in the Act), and therefore pursuant to Section 38-33.3-119 of the Act, Alpine Creek is exempt from the Act, except with respect to mandatory Sections 38-33.3-105 through 107 of the Act. Owners desire that Alpine Creek be exempt from the Act to the extent permitted by law, so to minimize the expense to Owners of managing Association affairs, with Association affairs to be governed solely by this Declaration and related governing documents referenced herein, except as expressly otherwise required by the Act, as amended from time to time.

F. Title to the Common Parcels shall be held by the Association for the benefit of Owners, consistent with that of a planned community, as evidenced by the Owner Deeds attached as **Exhibit B**. The Association shall maintain, repair, replace and insure the Common Parcels and all improvements thereon, as set forth further in this Restated Declaration.

G. Section 13 of the Original Declaration provides that the Original Declaration may be amended by written consent of 75% of the Owners and 75% of the First Mortgagees, except with respect to Sections 2(a), 2(e), 6(a) and 8(a), which provisions shall not be amended without 100% Owner approval.

H. The purpose and intent of the Owners in adopting this Restated Declaration is to entirely amend and restate the Original Declaration, replacing and superseding the Original Declaration and all prior declarations and covenants in their entirety to the extent allowed by law, so that Alpine Creek may exist as a planned community (rather than as a condominium project) for the benefit of the Owners of Alpine Creek into the future, in accordance with the terms of this Declaration.

I. This Restated Declaration, together with the Amended Plat, governs with respect to all matters pertaining to Alpine Creek, the Association and all Owners of Lots within Alpine Creek in the future.

J. The Consent of 100% of the Owners required for amending the Original

Declaration in its entirety have been delivered to the Association and are attached hereto as **Exhibit C**, as confirmed by the certificate of the president of the Association below.

All referenced exhibits are hereby incorporated into this Declaration and shall be deemed a part of this Declaration.

AMENDED AND RESTATED DECLARATION

NOW, THEREFORE, the Owners hereby declare that the Property constituting Alpine Creek shall be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the provisions of this Restated Declaration. This Restated Declaration shall: (i) run with the Property; (ii) bind all Persons having or acquiring an interest in a Residential Unit or any part thereof; (iii) inure to the benefit of and be binding upon every part of the Property and every interest therein; and (iv) inure to the benefit of, be binding upon, and be enforceable by each Owner and his or her heirs, successors in interest and assigns, and the Association and its successor in interest and assigns.

ARTICLE 1: Definitions and Exhibits

Section 1.1 Definitions. The following initially capitalized terms when used in this Restated Declaration shall have the meaning specified below:

“**Access Drive**” has the meaning set forth in Section 3.10 and as depicted on **Exhibit D**, which Access Drive shall be maintained, managed, replaced, repaired and upgraded by the Association.

“**Act**” means the Colorado Common Interest Ownership Act codified at Colorado Revised Statutes §§38-33.3-101 et seq., as amended.

“**Annual Budget**” is defined in Section 6.1.

“**Articles**” means the Articles of Incorporation of the Association as filed in the office of the Secretary of State of Colorado, as amended from time to time.

“**Assessments**” mean all Common Assessments and Special Assessments, and may include Specific Assessments, as applicable, as described further in Article 6.

“**Association**” means Alpine Creek Townhomes Association, a Colorado non-profit corporation, presently formed.

“**Bylaws**” means the duly adopted Bylaws of the Association, as amended from time to time by the Management Committee’s recommendation to Members, and a majority vote approving same by Members.

“**Common Assessments**” means (i) all costs and expenses of every nature

incurred by the Association with respect to the Common Parcels and the operations of the Association, including expenses of administering, maintaining, repairing, upgrading and replacing all Common Assessment Improvements located on, under or otherwise within any Common Parcel or within an Association easement interest, and (ii) all other expenses declared to be common expenses by the Management Committee, which may include working capital and reasonable reserves, as discussed further in Article 6 and Section 6.3.

“**Common Parcel**” or “**Common Parcels**” means the real property and any easement interests, together with all improvements thereon or thereunder, owned or held by the Association for the benefit of the Owners as a whole. Owners, through the Association, shall bear an equal share in the cost of maintaining, repairing and replacing the Common Parcel Improvements based on a budget to be recommended and approved by the Management Committee of the Association and ratified by Owners at the annual meeting.

“**Common Parcels Improvements**” means the Access Drive, landscaping, irrigation systems and related improvements serving the Common Parcels and Lots.

“**Consents**” means the “Owner Consents” and “First Mortgagee Approvals” attached hereto as Exhibits C, consenting to and approving this Restated Declaration.

“**Declaration**” or “**Restated Declaration**” means this Amended and Restated Declaration for Alpine Creek Townhomes and all amendments hereafter recorded in the public records of Eagle County, Colorado.

“**Delinquency Costs**” is defined in Section 6.7.

“**Easements**” or “**Existing Easements**” means (i) all easements of record created or reserved under the Plats or any other agreement of record regarding the Alpine Creek subdivision; and (ii) all easements created, reserved or existing under this Declaration, together with the general right that each Owner is acknowledged to have to maintain existing utility lines within any Lot and connecting into the Common Parcels, and shall further include all appurtenant interests in and to the Common Parcels by and through the Lots for the benefit of the Association, including as may be set forth elsewhere in this Declaration.

“**First Mortgagee**” means a first mortgage holder with priority over all other mortgages under a first deed of trust encumbering a Lot or Residential Unit.

“**Fiscal Year**” means the fiscal year of the Association set from time to time by the Association pursuant to the Bylaws.

“**Guest**” means any Person rightfully present on or in rightful possession of any portion of the Property, including, without limitation, (a) a lessee of an Owner or (b) an

agent, employee, contractor, licensee, invitee or guest of an Owner or of the Association.

“Improvements” with respect to any Lot means all structures, facilities, installations and improvements to an Owner’s Lot, appurtenances thereto, of every type, kind or nature, including without limitation, buildings, decks, balconies, patios, walkways, fences, walls, gardens, changes in grade, excavations, poles, lighting, and utilities lines serving solely the Owner’s Residence, as now existing or installed in the future, but *excluding* the Access Drive, the Common Parcels and Common Parcel Improvements.

“Law” means all laws, statutes, ordinances, resolutions, orders, codes, rules, regulations, judgments, decrees and other requirements (including requirements under permits, licenses, consents and approvals) of any federal, state, county, city, town or other governmental authority having jurisdiction over the Property or any activity on the Property.

“Lessee” means any tenant under a lease for any Unit.

“Lot” means any of the lots identified as Lots 1 through 6 on the Plats.

“Management Committee” means the committee of directors elected by the Members of the Association to oversee and manage all obligations of the Association in accordance with this Declaration, as elected by Members at the annual meeting in accordance with the Bylaws. The Management Committee shall consist of three (3) directors or may consist of only one (1) one director, as desired by Members.

“Member” means each Owner, who shall at all times during ownership be a member of the Association, with the right to vote and the obligation to pay Assessments, together with other rights and obligations, as set forth further in this Declaration.

“Mortgage” means any mortgage or deed of trust encumbering a Lot held by a First Mortgagee.

“Owner” means a Person or Persons holding fee simple title of record to a Residential Unit. The term “Owner” shall not include (a) a contract purchaser; or (b) a Person holding an interest in a Lot merely as security for the performance of an obligation, unless and until such a security holder becomes an owner in fee simple of such Lot.

“Owner Deeds” means the deed from each Owner to the Association conveying any interest such Owner may have in any Common Parcel to the Association, title to which Common Parcels shall be held by the Association for the benefit of the Owners.

“Person” means person or entity under Colorado law.

“**Plat**” or “**Plats**” means Plats I through III of Alpine Creek, as set forth in Recital A above, as hereinafter amended by the Association in accordance with governing law and this Declaration.

“**Property**” means the real property constituting the Alpine Creek Townhomes subdivision, as legally described in the Plats of Record and Recital A.

“**Record(s)**” means a recording in the real property records of Eagle County, Colorado.

“**Reserve Fund**” is defined in Section 6.1.

“**Residence**” means each single-family residence situated on an Owner’s Lot.

“**Residential Unit**” or “**Unit**” means each Residence, together with the Lot and all Improvements serving the Residence situated thereon exclusively, together with all rights, including Easements, appurtenant thereto.

“**Rules**” means the rules and regulations adopted by the Association pursuant to Section 5.8(c) as such rules and regulations are amended from time to time.

“**Sharing Ratio**” means the an equal allocation in Assessments that each Owner is responsible for based on the number of Residential Units as a fraction of the total number of Residential Units. There are six (6) total Residential Units and each shall pay 1/6th of the Common Assessments assessed under an approved budget of the Association and 1/6th of any Special Assessment or other assessments declared or imposed by the Association in accordance with this Declaration.

“**Special Assessments**” is defined in Section 6.4.

“**Specific Assessments**” is defined in Section 6.5.

ARTICLE 2: The Community

Section 2.1 Purposes. These covenants and restrictions are made for the purposes of preserving and maintaining the Property, including its value and synergy in architectural design, materials and appearance; preserving the natural beauty of the Property; and providing trash and other similar services and ingress and egress from all Lots to a public road, all for the mutual benefit and protection of the Owners of Alpine Creek.

Section 2.2 Association. The name of the Association is the “Alpine Creek Townhomes Association.” The Association has been previously formed under the laws of the State of Colorado as a non-profit corporation with the purpose of exercising the functions as herein set forth.

Section 2.3 CCIOA Exemption. Alpine Creek Townhomes Association was created

before July 1, 1992, contains fewer than ten units and is not subject to any “development rights” (as defined in the Act). As such, Alpine Creek is exempt from the Act, pursuant to Section 38-33.3-119 of the Act, except as to Sections 38-33.3-105 through 107 of the Act, and such future amendments of the Act as may be mandatory by law.

Section 2.4 Alpine Creek Townhomes Plat. The Alpine Creek Townhomes Plats are the plats of Record creating the Lots and Common Parcels on the Property, as referenced in Recital A, copies of which are attached as Exhibits A-1 through A-3 to this Declaration.

Section 2.5 Declaration for Alpine Creek Townhomes. The Original Declaration of Alpine Creek Townhomes is by this Restated Declaration amended for the purposes set forth in the Recitals above and elsewhere herein, so to enable the community to exist as a planned community of residences, with Owners undertaking individual responsibility for the maintenance, repair and replacement and management of their Residential Units, and with the Association undertaking management and maintenance of the Common Parcels and Common Parcel Improvements only, together with the administration of the Association on behalf of Owners.

ARTICLE 3: Property, Easements and Owner Responsibility

Section 3.1 No Further Division of Property. According to the Plats (see, i.e., Note 5, on the Plats), the Property is treated as a single parcel for zoning purposes, allowing for development of six (6) Lots and a maximum of six (6) Units. Each Lot contains one Residential Unit with no further division permitted or allowed. The Lots, together with the Residence and Improvements thereon, are owned in fee simple estate by each Owner, together with all easements and rights appurtenant thereto to and over the Common Parcels. Title to the Common Parcels, the Common Parcel Improvements and the Association’s interest in Easements serving the Property, shall be held by the Association for the benefit of the Owners.

Section 3.2 Conveyance. Each Lot and Residential Unit shall be inseparable and may be conveyed, leased, devised or encumbered only as a Residential Unit, meaning the Lot, together with the Residence and all Improvements. Title to a Residential Unit may be held individually or in any form of concurrent ownership recognized in Colorado. In the case of concurrent ownership, each co-owner shall be jointly and severally liable for performance and observance of all the duties and responsibilities of an Owner with respect to the Lot in which such person owns an interest.

Section 3.3 Description. Any contract of sale, deed, lease, deed of trust, mortgage, will or other instrument affecting a Lot or Residential Unit shall describe it by the Lot number upon which the Residential Unit is situated, as follows:

Lot __, Alpine Creek Townhomes, pursuant to the Amended and Restated Declaration for Alpine Creek Townhomes, recorded at Reception No: _____, as amended.

Section 3.4 Assessment of Residential Units. Each Residential Unit shall be separately assessed and taxed. The Common Parcels shall be assessed by separate assessment to the Association and assessments due, if any, shall be paid as a Common Assessment.

Section 3.5 Use. The Residential Units shall be used and occupied solely for dwelling and lodging purposes, as permitted by and subject to all applicable governmental zoning and use ordinances, restrictions and regulations, as amended from time to time, and subject to the Declaration, Bylaws, and all rules and regulations as may be promulgated by the Association from time to time. An Owner shall have the right to lease his or her Residential Unit upon such terms and conditions as the Owner may deem advisable, provided such lease shall be in writing and shall advise all occupants and Guests that occupancy is subject to the provisions of the Town's Code, the Declaration, the Bylaws and all rules and regulations promulgated by the Association and Town from time to time. Owners shall be jointly and severally liable with their Guests for any default of the provisions of this Section or under this Declaration.

Section 3.6 Common Parcels. The Common Parcels are owned and held by the Association for the benefit of all Owners. No Owner shall assert any right of partition with respect to the Common Parcels.

Section 3.7 Use of Common Parcels. Each Owner shall be entitled to use the Common Parcels in accordance with the purposes for which they are intended, without hindering, impeding or imposing upon the rights of other Owners and in accordance with the rules and regulations, if any, established from time to time by the Association.

Section 3.8 Encroachment. If any portion of the Common Parcels or the Access Drive now encroaches upon any Lot, or if the Improvements on any Lot now encroach upon any other Lot or upon any portion of the Common Parcels, a valid easement for the encroachment and for the maintenance of the same shall exist.

Section 3.9 Easements Granted. Each Owner is hereby created an easement upon, across, over and under all of the Common Parcels for ingress and egress, installation, replacement, repair and maintenance of all utilities, including but not limited to water, sewers, gas, telephones and electricity serving such Owner's Lot. An easement is further granted to all police, fire protection and emergency services personnel, and all similar persons to enter upon the Common Parcels, Lots and within Residential Units in the performance of their duties. An easement is hereby further granted to the Association to enter in, onto, above, across or under the Common Parcels and any Lot or within any Residential Unit in the event of an emergency or to perform maintenance and repairs in accordance with the provisions of the Declaration, such as in the event of casualty or neglect.

Notwithstanding anything to the contrary herein, no new utilities or improvements may be installed or relocated onto the Common Parcels by any Owner, except as approved in advance, in writing, by the Association, and any Owner granted such approval shall be responsible for all damage to any Common Parcel or cost incurred by

the Association as a result of such damage and shall be required to promptly restore such Common Parcel to the extent disturbed or damaged by a utility or company in the exercise of any rights exercised or use granted herein. Each Owner shall be responsible for the cost and ongoing expense of new services installed by the Owner.

Each Owner, upon written approval by the Association, shall have the right, through a licensed and insured contractor, to access the Common Parcels for purposes of maintaining the Owner's Unit, including disturbing, grading and redeveloping any portion of the Common Parcels as such Owner may reasonably need to access to repair, maintain, protect and preserve such Owner's Residential Unit and any utilities serving such Unit, provided that the Owner disturbing any portion of the Common Parcels shall be responsible for restoring the area disturbed to its condition prior to disturbance, subject to such regrading or other alteration as may be reasonably necessary to effectively achieve the repair or maintenance work undertaken by such Owner. The work and repairs shall be undertaken at the cost of the Owner requiring work or repair, provided that if such work undertaken is for the direct benefit of more than one Unit, the Owners of each Unit directly benefitted shall share prorata in the cost of the work performed. The Association hereby authorizes re-grading of the Common Parcels as may be needed to drain moisture and runoff away from existing foundations, subject to approval of a grading plan to be submitted by the Owner undertaking the work to the Association Board.

Section 3.10 Access to Subdivision. The Owner of every Residential Unit shall have an unrestricted perpetual easement for ingress and egress over the designated driveway within the Common Parcel for access to and from such Owner's Lot (the "Access Drive"), which Access Drive shall be maintained generally as it is depicted in Exhibit D, and with respect to the Access Drive, the Association shall have an easement to install and maintain driveways, retaining walls and related driveway improvements connecting to the Access Drive, the expense of which maintenance shall be shared as a Common Assessment. Except as otherwise expressly provided in this Declaration, the Association is responsible for maintaining, repairing, replacing and insuring the Access Drive, including driveways up to (but excluding) the apron or similar improvement at the entry each Owner's garages.

Section 3.11 Damage to Access Drive. Each Owner shall be responsible for repairing any damage caused directly by such Owner to the Access Drive as a result of workers, contractors or others accessing the Access Drive on behalf of or for the benefit of such Owner, including with respect to construction work performed on behalf of any Owner. No Owner shall be responsible or assessed for damages resulting from existing deterioration, but only for damage precipitated by such Owner's specific use forward going.

Section 3.12 Indemnity With Respect to Easement Rights and Obligations. Each Owner shall indemnify and hold every other Owner and the Association harmless from and against any and all losses and claims of every nature, including attorney's fees and liens, damages or other claims, resulting from such Owner's (i) access upon another Lot to exercise rights associated with easements, (ii) damage to another Owner's utilities

within easements, and from (iii) other losses resulting from an Owner's negligence in exercising any rights authorized under this Declaration or in failing to maintain the Owner's Lot and Residence.

ARTICLE 4: Covenants, Conditions and Restrictions.

Section 4.1 Generally. Except as otherwise expressly provided in this Restated Declaration, each Residential Unit shall be owned, used and conveyed subject to the covenants, conditions and restrictions of this Article 4. This Section 4.1 is not intended and shall not be construed to limit the effect of any provision contained in any other Article of this Restated Declaration.

Section 4.2 Compliance with Law. Nothing shall be done or kept on any Lot or Residential Unit in violation of Law, and each Residential Unit shall be used, kept and maintained in compliance with Law.

Section 4.3 Permitted Use - Generally. Except as otherwise expressly permitted by this Restated Declaration, the Residential Units shall be used solely for residential purposes, which may include a home office and other similar type use authorized under the Town Code for residential properties.

Section 4.4 Mechanic's Liens, Indemnification.

a) If any Owner shall cause any material to be furnished to his Residential Unit or any labor to be performed therein or thereon, such Owner shall be strictly and solely liable for such materials and labor and no Owner of any other Residential Unit or the Association 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, material men and other persons furnishing labor or materials to his or her Residential Unit and all improvements therein or thereon. Nothing herein shall authorize any Owner or other person dealing through, with or under any Owner to charge the Common Parcels or any other Owner with any mechanic's lien or other lien or encumbrance whatsoever. Notice is hereby provided that the right and power to charge any lien or encumbrance of any kind against the Common Parcels or against any Owner or any Owner's of a Residential Unit for work done or materials furnished to another Owner's Residential Unit is hereby expressly reserved to the Association, as applicable for work performed on behalf of or for the benefit of any Owner, and is otherwise expressly denied. Owners shall be liable for all work and materials performed by the Association in accordance with Sharing Ratios, including any resulting mechanic's lien, except that, to the extent the Association may elect to undertake any work for fewer than all Owners, such Owners benefitted, as determined by the Association, shall share equally in the cost of the work performed and materials provided.

b) If, due to any act or omission of any Owner, any mechanic's lien or other lien or order for the payment of money shall be filed against the Common Parcels or against

any other Owner's Lot or Residential Unit thereon or any Improvement therein, or against any other Owner (whether or not such lien is valid and enforceable), the Owner whose act or omission forms the basis for such lien or order shall, at his or her own costs 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(s), within 20 days after the date of filing thereof, and further shall indemnify and save all the other Owners and the Association harmless from and against any and all costs, expenses, claims, losses or damages, including reasonable attorney's fees resulting therefrom.

Section 4.5 Repair of Improvements. No Residence or Improvement on any Lot that has been damaged or partially or totally destroyed by fire, earthquake, or any other casualty or cause shall be allowed to remain in such state for more than six (6) months following such damage or destruction. In the event a Residence or any Improvement remains unrepaired for more the six (6) months, the Association has the right, but not the obligation, to pursue all remedies of repair, replacement, destruction or removal as deemed appropriate in the Association's sole discretion, and the Owner of such Residential Unit or Lot shall be responsible for reimbursement of all costs and expenses of every nature related to remedies undertaken or pursued by the Association. Provided reparations are timely undertaken by any Owner and diligently pursued, the period for reconstruction shall be extended an additional six (6) months as reasonably necessary due to impediments from weather or similar conditions to complete same.

Section 4.6 Animals. No animals shall be kept, raised or bred within any Residential Unit, on any Lot or on the Common Parcels, except that dogs, cats or other domesticated household pets, not to exceed two (2) in total number may be kept within a Residential Unit, so long as such pets are not a nuisance to other Owners or Guests. No pets shall be chained or tied to any deck, balcony, patio or other part of any Residential Unit or Lot. All pets must be under the Owner's control at all times. Owners shall be responsible for immediately cleaning up after and removing all droppings.

Section 4.7 No Timeshares. Timeshares, or the creation of any interest in a Residential Unit whereby use is restricted to an interval or a period of time, such as a number of weeks or other timeshare type estate, and any fractional fee or similar structured ownership of any Residential Unit, is expressly prohibited.

Section 4.8 Ownership by Entities. If any Person other than a natural person owns a Lot, such Entity Owner shall designate the representative thereof to the Association promptly, including following any transfer.

Section 4.9 Conduct and Behavior. All Owners shall be responsible for the conduct and behavior of their Guests.

Section 4.10 Unsigntliness. No unsightliness shall be permitted on the Property. Nothing shall be hung or placed upon any of the Common Parcels and nothing shall be placed in the windows or doors of the Residential Units, which would or might constitute an unsightly appearance.

Section 4.11 Restrictions on Signs. No signs or advertising devices of any nature shall be erected or maintained on any part of a Lot or attached to a Residential Unit without the prior written consent of the Association, which may be withheld for any reason, provided that the Association shall permit the placement of one sign of reasonable size and dignified form to identify the Property and the Residential Units therein. Statutorily authorized flags and similar displays shall be exempt from the foregoing restrictions.

Section 4.12 Parking and Vehicular Restrictions. The Association may establish traffic and parking regulations that will preclude unreasonable construction traffic. No recreational vehicle storage, trailer storage, boat storage or storage of vehicles not operable and used on a regular basis or not currently licensed shall be permitted and no parking of commercial vehicles (except during construction) shall be permitted on the Property (unless enclosed in a garage with the door closed). The restrictions set forth in this Section do not pertain to vehicles that are required by Colorado law to be permitted to park within residential communities, provided such vehicles and the Owner's use thereof comply strictly with all statutory requirements. Except with respect to an Owner's exclusive right to park within the driveway serving such Owner's Residence, Parking shall be restricted to areas designated for such purposes on Exhibit D.

ARTICLE 5: Association

Section 5.1 Organization. The Association is a non-profit Colorado corporation created prior to July 1, 1992, for the purpose of administering and managing the interests of Owners of Alpine Creek Townhomes pursuant to its Articles of Incorporation and Bylaws and this Declaration. Neither the Articles or Bylaws or other restrictions promulgated by the Association shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In case of conflict between the Restated Declaration and the Articles, Bylaws or other restrictions, this Restated Declaration shall control.

Section 5.2 Ownership Generally. Every Owner shall be a Member of the Association. When an Owner consists of more than one Person, all such Persons shall, collectively, constitute one Owner of the Association and all such Persons shall be jointly and severally obligated to perform the responsibilities of the Owner. Ownership in the Association shall automatically terminate when a Person ceases to be an Owner, whether through sale, intestate succession, testamentary disposition, foreclosure or otherwise. The Association shall recognize a new Owner as an Owner upon presentation of satisfactory evidence of Record of a sale, succession, disposition, foreclosures or other transfer of a Residential Unit to such Owner. Ownership in the Association may not be transferred, pledged or alienated in any way, except to a new Owner upon conveyance of a Residential Unit. Any prohibited transfer of ownership shall be void and shall not be recognized by the Association.

Section 5.3 Allocation of Votes. The Association shall have one class of voting Ownership. Each Owner shall have one vote in the Association per Residential Unit owned; provided, however, that if a Residential Unit is owned by two or more Persons, then, pursuant to Section 5.2, such Persons shall constitute one Owner, and shall share

and jointly control the single vote allocated to such Lot pursuant to this Section 5.3. All matters voted on by Members shall be determined based on a majority vote, except as otherwise expressly stated in the Declaration, provided that actions taken at a meeting of Members shall be determined on a majority vote of Members in attendance at the meeting. Members voting by proxy shall be deemed present for purposes of establishing a quorum and votes cast.

Section 5.4 Management of the Association. The affairs of the Association shall be governed by the Management Committee, as established under this Declaration, together the Bylaws, which committee may, by resolution, delegate any portion of its authority to a director or to a third party manager or other agent of the Association. Except as otherwise specifically provided by Law or in this Restated Declaration, or in the Articles or Bylaws, the Management Committee may exercise all rights and powers generally administered by an Association without a vote of the Owners.

Section 5.5 Bylaws. The Association through its Management Committee may adopt Bylaws for the regulation and management of the Association, provided that the provisions of the Bylaws shall not be inconsistent with the provisions of this Restated Declaration. Notice and procedures for elections and meetings shall be as set forth in the Bylaws, as amended from time to time. The qualifications for and term of office of the Management Committee shall be as further set forth in the Bylaws. Owners shall be advised of meetings of the Management Committee via mail or email or such form of delivery as an Owner may reasonably request. All Owner contact information shall be provided to the Association in writing.

Section 5.6 Adoption of Rules. The Association shall be authorized to and shall have the power to adopt, amend and enforce rules applicable within the Association with respect to Residential Units, the Common Parcels or functions of the Association, and to implement the provisions of this Restated Declaration, including such rules as may be appropriate to promote the general safety and welfare of Owners and to protect and preserve Owner property interests and property rights. No Rule shall conflict with the terms of this Restated Declaration, the Bylaws or the Articles. The Rules may be modified, cancelled, limited or exceptions created thereto, or expended from time to time by the Management Committee. Upon written objection of any Rule by an Owner, such amendment or revision may only be adopted upon the affirmative vote of a majority of the Owners.

Section 5.7 Functions and Duties of the Association. The Association shall perform each of the following duties for the benefit of its Owners:

- a) The Association shall operate, keep and maintain the Common Parcels in good condition and repair and in compliance with Law and shall manage snow removal, landscaping, irrigation systems and similar functions on the Common Parcels and Lots, except with respect to gardens, hardscapes and plantings installed by an Owner. The Association shall improve, construct, replace or repair the Common Parcel Improvements or any part thereof when necessary or desirable to do so in its judgment and discretion. Notwithstanding any other

provisions of this Restated Declaration, if any repairs to any Common Parcels of Common Parcel Improvements are necessitated by the negligent, reckless or intentionally wrongful act or omission of any Owner or a Guest of an Owner, then such repairs shall be undertaken by the Association at the sole cost and expense of such Owner and such costs and expenses shall be assessed as a Specific Assessment against the Lot of such Owner.

- b) The Association shall administer and oversee maintenance of all utility or service connections, lines, common facilities or other equipment and property currently located in or on any of the Lots or on the Common Parcels if such lines are used or shared in common by more than one Residential Unit. The Association shall assess Owners served by common utility connections for work undertaken for the benefit of such Owners served, except that any expense or liability caused through the negligence or willful act of any Owner or Guest shall be borne solely by the Owner as a Specific Assessment.
- c) The Association shall perform other functions as the Managing Committee may recommend or deem appropriate from time to time.

Section 5.8 Powers and Authority. The Association through its Management Committee shall have the following powers and authority:

- a) To determine, levy and collect Assessments.
- b) To determine, levy and collect charges and fees for the violation of adopted policies.
- c) To make, establish and promulgate policies and rules. Owners and Guests shall be subject to all policies and rules and such policies and rules shall have the same purpose and effect as the covenants, conditions and restrictions included in this Restated Declaration.
- d) To adopt and amend the Bylaws.
- e) To enforce, on its own behalf and on behalf of all Owners, all of the covenants, conditions and restrictions set forth in the Restrictions, and to perform all other acts reasonably necessary to enforce any of the provisions of the Restrictions, including, without limitation, the suspension of Ownership privileges and the imposition of fines on Owners or Guests who violate or permit violations of the Restrictions.
- f) To retain the services of a professional management company to manage some or all of the affairs of the Association.
- g) To borrow money and to incur indebtedness for the purposes of the Association, with Owner approval of not less than that required to amend the Declaration.
- h) To assign its right to future income, including the right to receive Assessments, with Owner approval of not less than required to amend the Declaration.
- i) To maintain and enforce insurance coverage requirements pursuant to Article 8.
- j) To make contracts and incur liabilities in furtherance of its purposes.
- k) To acquire, hold, encumber and convey easements in its name with respect to an interest in the Common Parcels.
- l) To grant easements and rights-of-way for the benefit of Owners, arrange for services to be provided on or for the Common Parcels and arrange for trash removal services for Owners, whether onsite or offsite.

- m) To impose and receive charges for late payments of Assessments, recover reasonable attorneys' fees and disbursements and other costs of collection for Assessments and other actions to enforce the rights of the Association, regardless of whether or not suit was initiated, and after notice and opportunity to be heard, levy reasonable fines and penalties for violations, including suspension of Ownership privileges.
- n) To impose and incur reasonable charges for the preparation and recordation of amendments to this Restated Declaration or statements of unpaid Assessments.
- o) To provide for the indemnification of the Association's directors and Management Committee and maintain liability insurance for same.
- p) To obtain and pay for legal, accounting and other professional services.
- q) To perform any of its functions by, through or under contractual arrangements, licenses, or other arrangements with any governmental, quasi-governmental or private entity as may be necessary or desirable.
- r) To exercise any right or privilege provided by Law.
- s) To carry out all other duties, functions or rights of the Association as may be appropriate or customary from time to time.
- t) To exercise any power or authority as may be authorized under the governing documents.
- u) To make available to Owners current copies of this Declaration, the Articles, Bylaws, Rules, Architectural Guidelines, books, records and financial statements of the Association. "Available" means that the Association shall provide Owners the opportunity for inspection of Association documents upon request during normal weekday business hours, with notice, or under such other reasonable circumstances as may be arranged by the Association.
- v) To maintain or restore an Owner's Residence or Lot in the event that an Owner shall abandon or otherwise fail to maintain the Owner's Lot or Residence consistence with the appearance of the other Lots and Residences, the need for which shall be determined in the sole discretion of the Management Committee and the expense of which shall be a Special Assessment levied against the defaulting Owner's Lot and Residence, provided the Association shall have no obligation whatsoever at any time to undertake such maintenance or restoration.

Section 5.9 Limitation of Liability of Association. Notwithstanding the duty of the Association to maintain the Common Parcels and except to the extent covered by Association insurance as described herein, the Association shall not be liable to Owners for injury or damage, except as required by law. The provisions of this Section shall not be deemed to limit the liability of the Association for gross negligence or intentional acts resulting in losses to any Owner.

ARTICLE 6: Financial Matters and Assessments

Section 6.1 Annual Budget. Prior to the beginning of each Fiscal Year, a budget for the Association (the "Annual Budget") shall be adopted. The Annual Budget shall include all of the following: (i) the estimated Common Assessments and revenues of the Association for such Fiscal Year, in reasonable detail as to the various categories of expenses and revenues; (ii) the current cash balance in any reserve fund established and

maintained by the Association for the purpose of funding the periodic repair or replacement of any of the Common Parcels and for unbudgeted and unplanned Common Assessments incurred by the Association from time to time (the "Reserve Fund"), (iii) an estimate of the amount required to be spent during such Fiscal Year from the Reserve Fund; and (iv) a statement of the amount required to be added to the Reserve Fund during such Fiscal Year to cover anticipated withdrawals and adequately address contingencies and anticipated needs in future Fiscal Years.

Section 6.2 Assessments. There shall be three types of Assessments: (a) Common Assessments as described in Section 6.3; (b) Special Assessments as described in Section 6.4; and (c) Specific Assessments as described in Section 6.5. Each Owner, by adoption of this Restated Declaration or by accepting a deed or other instrument of conveyance for any Residential Unit, is deemed to covenant and agree to pay these Assessments pursuant to the terms and conditions of this Restated Declaration.

Section 6.3 Common Assessments. The Owner of each Residential Unit is liable for and subject to assessments for a portion of the Common Assessments equal to the Owner's Sharing ratio (the "Common Assessments"). The Common Assessments shall be calculated, paid, adjusted and reconciled in accordance with the following provisions:

- a) Payment. The Association shall assess Common Assessments against the Owner of each Lot based on the Annual Budget in equal shares among all of the Lots in accordance with the Sharing Ratio. Each Owner is obligated to pay the Association the Common Assessments in four quarterly installments or in any other reasonable manner designated by the Association. The Association's failure to fix the Common Assessments prior to the commencement of any Fiscal Year shall not be deemed a waiver or modification of any of the provisions of this Declaration or a release of any Owner from its obligations to pay Common Assessments or any installments of them for that Fiscal Year, but the Common Assessments fixed for the preceding Fiscal Year shall continue until the Association fixes the new Common Assessment.
- b) Adjustment. To the extent that payments of Common Assessments during the balance of any Fiscal Year shall be inadequate or more than required to meet the Association's obligations intended to be covered by such Common Assessments, the Association may amend the Annual Budget and increase or decrease the Common Assessments for the balance of such Fiscal Year by giving not less than 30 days' prior notice to all Owners.
- c) Reconciliation. After the end of each Fiscal Year, the Association may reconcile the actual Common Assessments incurred by the Association during that Fiscal Year against the Common Assessments that the Association received and intended to cover such Common Assessments. To the extent that the Owners have paid more than the actual Common Assessments, the Association may either (i) credit the overpayments against the Owners' Common Assessments for the next Fiscal Year; or (ii) deposit the overpayments into the Reserve Fund.

Section 6.4 Special Assessments. The Association may levy from time to time one or more special assessments ("Special Assessments") for the purpose of defraying in whole

or in part the cost of any construction, maintenance, repair, improvement, modification, restoration, unexpected repair or replacement of any Common Parcel Improvements or for carrying out the other responsibilities or functions (whether required or discretionary) of the Association in accordance with this Declaration. Each Special Assessment shall be allocated among the Lots equally. Each Owner shall pay all Special Assessments assessed against the Owner's Lot at the time(s) and in the manner reasonably determined by the Association. The Association may require that Special Assessments be paid before the service, improvement or other item for which the Special Assessment is being levied is provided.

Section 6.5 Specific Assessments. The Association shall have the power to levy assessments against one or more particular Lot(s) as follows ("Specific Assessments"):

- a) To cover costs incurred in bringing the Lot or Residential Unit into compliance with the Town of Vail Code or the Declaration, as a result of the Owner's failure to maintain or restore the Owner's Lot or Residence and costs incurred as a consequence of other conduct of the Owner or such Owner's Guests;
- b) To cover necessary costs or expenses incurred by the Association that benefit one or more Lots but fewer than all Lots.
- c) To cover any costs or expenses that are recoverable as Specific Assessments pursuant to other provisions of this Declaration, including restoration of Residence after casualty, to the extent an Owner fails to do so timely under the Declaration.
- d) Prior to imposing any Specific Assessment, the Association shall determine in an impartial way the appropriateness of imposing any assessment against an Owner or the Owner's Lot that is not shared by all Owners, except as otherwise expressly provided in this Declaration. Such procedures shall include notice and the opportunity for the Owner being specifically assessed to be heard, with a committee of impartial Owners consisting of not less than three (3) Owners (total) reviewing the appropriateness of any such Specific Assessment prior to being imposed.

Section 6.6 Commencement of Assessments. The obligation to pay Assessments is a continuing obligation from the date of Record of the Original Declaration.

Section 6.7 Payment of Assessment; Notice and Acceleration. Each Owner shall pay all Assessments in accordance with the terms of this Declaration. Each Assessment is a separate, distinct and personal debt and obligation of the Owner(s) against whose Lot the Assessment is assessed. All Assessments are payable in full without offset for any reason whatsoever. Each Owner's obligation to pay Assessments is entirely independent of any obligation of the Association to the Owner or any other Owner to that Owner. Any Assessment or installment of an Assessment not paid within 15 days after it becomes due is delinquent. If an Assessment or installment of an Assessment is delinquent, the Association may recover all of the following (collectively, the "Delinquency Costs"): (a) interest from the date due at the rate of 18% per annum; (b) late charges equal to 1.5 percent of such Assessment, and other monetary penalties imposed by the Association pursuant to this Declaration; and (c) all collection and enforcement costs, including

reasonable attorneys' fees, incurred by the Association. If an Assessment or installment of an Assessment is delinquent, the Association may notify the Owner of the delinquency and state in the notice (i) the amount of the delinquent Assessment or installment; (ii) the Delinquency Costs accrued to date; and (iii) the date by which the delinquent Assessment or installment and all associated Delinquency Costs must be paid. If the Association gives such a notice and the delinquent Assessments and Delinquency Costs are not paid in full by the due date specified in the notice, then the Association, at its option, may declare all unpaid installments of the subject Assessment for the current Fiscal Year to be immediately due and payable in full without further demand or notice and may enforce the collection of the Assessments and Delinquency Costs (including installments that were accelerated).

Section 6.8 Enforcement of Assessments. The amount of any delinquent Assessments (including any installments accelerated by the Association pursuant to Section 6.7) and associated Delinquency Costs may be enforced against the Owner liable for them in either or both of the following ways (to the extent permitted by Law), at the option of the Association:

- a) Suit. The Association may bring a suit or suits at law to enforce the Owner's obligation to pay a delinquent Assessment (including any installments whose due dates are accelerated by the Association pursuant to Section 6.7) and associated Delinquency Costs. Each action shall be brought in the name of the Association. The judgment rendered in the action shall include, where permissible under applicable law, a sum for reasonable attorneys' fees in an amount adjudged by the court against the defaulting Owner. Upon full satisfaction of the judgment, the Association, by one of its directors, shall execute and deliver to the judgment debtor an appropriate satisfaction of the judgment.
- b) Lien and Foreclosure. Assessments (including any installments whose due dates are accelerated by the Association pursuant to Section 6.7) and associated Delinquency Costs constitute a continuing mortgage lien on the Lots against which they are assessed from the date due. Such lien was perfected upon the Recording of the Original Declaration and shall be further perfected by the Recording of this Restated Declaration and no further claim shall be required. If an Assessment is delinquent, if the Association gives a notice concerning the delinquency and if the delinquent Assessment is not paid in full by the due date specified in the notice, then the Association may foreclose the lien securing the Assessment, any installments whose due dates are accelerated by the Association pursuant to Section 6.7, and any associated Delinquency Costs in accordance with the laws of the State of Colorado. The Association may undertake and conduct such foreclosure in the manner for foreclosure of mortgages under the laws of Colorado.
- c) Non-exclusive Remedies. The remedies provided above are not exclusive of any other remedies provided for in favor of the Association under the other terms of the Restrictions or otherwise available to the Association under law or in equity. By electing to pursue one or more available remedies, the Association shall not be deemed to have waived its right to pursue any other remedies that may be available to it for a failure by an Owner to pay any Assessment. The Management

Committee may adopt specific policies providing for further collection procedures and practices as advisable or mandatory from time to time under the Act or as otherwise may be required under Colorado law. The Association's lien shall be a priority over all other liens and exemptions of every nature, except as otherwise expressly mandated by governing law or the Act.

- d) Collection Policies. Notwithstanding the provisions of this Section 6.8, all collections policies, as may be adopted from time to time, shall be deemed amended to conform to mandatory provisions of the Act and Colorado law applicable to Alpine Creek, as such Act may be modified from time to time, and shall be enforced uniformly.

Section 6.9 Owners not Exempt from Liability. No Owner is exempt from liability for payment of Assessments by waiver of the use or enjoyment of any portion of the Common Parcels, by abandonment of its Lot, or otherwise.

Section 6.10 Reallocation. If any Assessment remains unpaid for more than six months after it is first due, the Association may treat the unpaid Assessment as a Common Assessment to be assessed against all Lots; provided, however, that if the Association subsequently collects all or any part of the unpaid Assessment, through foreclosure of its lien or otherwise, then any Owner who has paid a portion of the unpaid Assessment as a Common Assessment is entitled to a credit (in an amount equal to its pro rata share of the amount of the unpaid Assessment subsequently collected by the Association) against any Common Assessments subsequently due from that Owner.

Section 6.11 Disputes and Records. Any Owner or an Owner's authorized representative may inspect the books and records of the Association during regular business hours upon reasonable notice. If an Owner disputes the amount of any Assessment against its Lot and is unable to resolve the issue through an inspection of the Association's books and records, the Owner will continue to pay in a timely manner the full amount of the disputed Assessment until it is finally determined that the amount is incorrect (in which case the Association will promptly refund any overpayment, together with interest and Delinquency Costs assessed). If the Owner fails to pay the disputed Assessment while the dispute is pending, the Association may immediately pursue any of its remedies for the failure (including, without limitation, suit against the Owner and/or foreclosure of the Association's lien against the Owner's Lot), and the pendency of the dispute is not a bar or defense to any action by the Association, except as provided by law.

Section 6.12 Certificate of Assessments. Within 15 calendar days after receiving a written request from any Owner, Mortgagee or designee of either of them, delivered personally or by mail, first class postage prepaid, return receipt requested, to the Association's Management Committee, the Association will furnish to the requesting party a certificate executed on behalf of the Association, addressed to the requesting party, stating (i) the amount of any unpaid Assessment due from the requesting Owner (or from the Owner of the Lot encumbered by the requesting First Mortgagee), or (ii) stating that there are no unpaid Assessments due from such Owner, as the case may be. A certificate furnished by the Association pursuant to this Section 6.12 is binding upon

the Owner and the Association. The Association may charge the requesting Owner of any Lot for which such a certificate is furnished a reasonable fee for the preparation of the certificate in an amount determined by the Association from time to time, with delivery of the certificate conditioned upon such payment as a Special Assessment.

ARTICLE 7: Architectural Control

All exterior improvements shall conform to architectural guidelines adopted by the Management Committee from time to time. Major improvements on any Lot (meaning improvements required to be approved by the Town of Vail), must be approved by the Association in advance of submission to the Town of Vail. Submissions to the Association shall include plans and specifications showing the nature, kind, shape, height, color, materials and location of the proposed changes or additions. Such submissions shall be approved in writing by the Management Committee as to harmony of external design and location in relation to surrounding structures and topography. Where deemed appropriate by the Management Committee, the submission may be referred to Owners for approval by a majority vote of the Association. In the event that the Association fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to a vote of the Association, further approval by the Association will not be required, except to the extent changes to plans submitted are made, which changes shall require further submittal and approval. Otherwise, this Article will be deemed to have been fully complied with, provided that the Association shall have an additional fifteen (15) business days to approve submissions by the Management Committee to the Owners. Notwithstanding the foregoing, the Association shall not unreasonably withhold the request of any Owner for approval of work reasonably required to preserve and protect existing Improvements of any Owner. The Management Committee may adopt guidelines from time to time proposing color schemes and other standard materials deemed generally acceptable as being in harmony with the community, so to streamline the approval process.

ARTICLE 8: Insurance and Indemnity

Section 8.1 Association's Insurance. The Association has the following responsibilities with respect to insuring the Common Parcels. The cost of insurance maintained by the Association under this Section 8.1 shall be a Common Assessment. The Association shall maintain, to the extent reasonably available:

- a) Common Parcels. Property insurance on the Common Parcels and Common Parcels Improvements (to the extent reasonably available) for special form covered causes of loss, with the total amount of insurance not less than the full insurable replacement costs of the insured property, less applicable deductibles at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, paving areas, landscaping and other items normally excluded from property policies. Such insurance shall cover all insurable improvements located on or constituting part of the Common Parcels, if any.

- b) General Liability. Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Parcels, 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. The Owners shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Parcels. The insurance shall cover claims of one or more insured parties against other insured parties.
- c) Directors and Officers Insurance. The Association shall carry directors and officers liability insurance in such amounts as the Association may consider necessary or advisable.
- d) Other Insurance. The Association may procure and maintain other insurance, as the Association from time to time deems appropriate to protect the Association and Owner interests.
- e) Licensed Insurers. All policies of insurance required to be maintained by the Association shall be placed with AA+ rated insurers (or similarly rated insurers) licensed in the State of Colorado.

Section 8.2 Owner's Insurance. It shall be the responsibility of each Owner, at each Owner's sole cost and expense, to maintain property damage insurance, including from flood, wind, hail, water intrusion, subsidence, earthquake, geological hazards and all other hazards and causes, on and within such Owner's Residential Unit for the full replacement value of the Residence and insurable Improvements, including personal property and furnishings and public liability insurance covering such Owner's Lot and Residential Unit and use of the Common Parcels. Any insurance obtained by Owner shall include a provision waiving the particular insurance company's right of subrogation against the Association and other Owners. Each Owner shall be responsible to provide insurance coverage for the amount of any additional value to any Residential Unit resulting from further improvements to the Residential Unit made by such Owner, including, but not limited to, the value of structural upgrades or fixtures by the Owner, or if the applicable insurance is obtained by the Association, for any additional insurance costs associated with such increased value due to the Improvements. Owner coverage shall be placed with AA+ rated insurers (or the equivalent rating then available in the market) licensed in the State of Colorado.

Section 8.3 Owners' Indemnity. Each Owner shall be liable to and shall protect, defend, indemnify and hold harmless the Association and other Owners from and against any and all damages, claims, demands, liens (including, without limitation, mechanic's and materialman's liens and claims), losses, costs and expenses (including, without limitation, reasonable attorneys' fees, court costs and other expenses of litigation) and liabilities of any kind or nature whatsoever suffered or incurred by, or threatened or asserted against, the Association or any other Owner as a result of or in connection with the use, enjoyment or ownership of the indemnifying Owner's Residential Unit, Lot or the Common Parcels by the indemnifying Owner or the Owner's Guest and caused by the negligence, recklessness or intentionally wrongful acts or omissions of the indemnifying

Owner or the Owner's Guest. Nothing contained in this Section 8.3 shall be construed to provide for any indemnification that violates Law or voids any or all of the provisions in this Section 8.3, and this Section 8.3 shall be deemed modified to comply with applicable Law so to avoid such outcome. All amounts owed by an Owner to the Association pursuant to this Section shall be expenses for which the Association may levy Specific Assessments against such Owner and such Owner's Residential Unit. The Association shall be an additional insured under each policy and each Owner shall provide the Association with a certificate of coverage upon placement of coverage and upon and change or renewal.

Section 8.4 General Requirements. All insurance required to be carried by the Association pursuant to this Article 8 shall be carried in favor of the Association. All insurance required to be carried by Owners shall contain a standard mortgagee clause in favor of each First Mortgagee which shall provide that the loss, if any, thereunder shall be payable to such First Mortgagee. All policies of physical damage insurance shall contain waivers of subrogation and any defense based on co-insurance. First Mortgagees may request proof of insurance upon 30 days prior written notice. Owners are required to maintain casualty coverage for full replacement cost of the Owner's Residence, as set forth above, insuring against all loss to Owners and First Mortgagees, together with liability coverage, with the Association named as an additional insured. To the extent any Owner fails to maintain the coverage required under this Article 8 or fails to provide a current certificate of coverage to the Association, the Association may, but shall not be required to, force coverage and assess the Owner by Specific Assessment for all related expenses resulting from such violation of this Article 8.

Section 8.5 Proceeds and Adjustment. The Association is solely responsible for adjustment of any losses under insurance policies maintained by the Association and is hereby irrevocably appointed by the agent of all Owners, Mortgagees and other Persons having an interest in Alpine Creek Townhomes for purposes of adjusting all claims arising under insurance policies maintained by the Association and executing and delivering releases when claims are paid. The Association may receive all proceeds of any insurance policy maintained by the Association, except other insured parties under liability insurance policies shall be entitled to proceeds arising out of their insured losses.

Section 8.6 No Imperiling of Insurance. No Owner or Guest shall do anything or cause anything to be kept in or on a Lot, Residential Unit or the Common Parcels that might result in an increase in the premiums of insurance obtained by the Association or which might cause the cancellation of such insurance.

ARTICLE 9: Damage or Destruction

Section 9.1 Damages or Destruction as to Common Parcel Improvements.

- a) Common Parcel Improvements. As soon as practicable after an event causing damage to or destruction of any part of the Association insured property, the Association shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable for the cost of repair and

reconstruction. Reference to “repair and reconstruction” as used in this Section 9.1 shall mean restoring the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction.

b) Repair and Reconstruction. As soon as practical after the damage occurs and any required estimates have been obtained, the Association shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed Association-Insured Property. As attorney-in-fact for the Owners, the Association may take any and all necessary or appropriate action to effect repair and reconstruction of any damage to the Association insured property, and no consent or other action by any Owner shall be necessary. Assessments of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

c) Funds for Repair and Reconstruction. The proceeds received by the Association from any hazard insurance carried by the Association shall be used for the purpose of repair, replacement, and reconstruction of the improvements on the Common Parcels or interests insured by the Association. If the proceeds of the Association's insurance are insufficient, the Association may levy, assess, and collect in advance from the Owners, without the necessity of a special vote of the Owners, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. Further Special Assessments may be made in like manner if the amounts collected prove insufficient to complete the repair, replacement, or reconstruction.

d) Disbursement of Funds for Repair and Reconstruction. The insurance proceeds held by the Association and the amounts received from the Special Assessments provided for above, constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from Special Assessments, as needed. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in proportion to the contributions each Owner made as Special Assessments, then in equal shares per Lot, first to the First Mortgagees and then to the Owners, as their interests appear.

Section 9.2 Damages or Destruction as to Residential Units.

a) Residential Units Damaged. As soon as practicable after an event causing damage to or destruction of any part of an Owner’s insured property, the Owner shall, unless such damage or destruction shall be minor, obtain estimates for the costs of repair and reconstruction. Reference to “repair and reconstruction” as used in this Section 9.2 shall mean restoring the damaged or destroyed Residence and Improvements to substantially the same condition in which they existed prior to the damage or destruction.

b) Repair and Reconstruction. As soon as practical after the damage occurs and any required estimates have been obtained, the Owner shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed Residence and Improvements. Assessment obligations of the Owner shall not be abated during the period of loss or repair and reconstruction.

c) Funds for Repair and Reconstruction. The proceeds received by the Owner from any hazard insurance carried by the Owner shall be used for the purpose of repair, replacement, and reconstruction of the Owner's Residence, subject to interests of its First Mortgagee. If the proceeds of the Owner's insurance are insufficient, The Owner shall, nonetheless, cause the Residence to be fully reconstructed, and to the extent the Owner fails to timely undertake such restoration, as provided above, the Association may, in its discretion, levy, assess, and collect in advance from the Owners, without a special vote of the Owners, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction and a Special Assessment shall be levied against such Owner's Lot and Residential Unit to recover all expenses incurred by the Association, including legal, professional and every other expense or every nature.

ARTICLE 10: Condemnation

Section 10.1 Rights of Owners. Whenever all or any part of the Common Parcels shall be taken by any authority having power of condemnation or eminent domain or whenever all or any part of the Common Parcels is conveyed in lieu of a taking under threat of condemnation by the Association acting as attorney-in-fact for all Owners under instructions from any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice of the taking or conveying. The Association shall act as attorney-in-fact for all Owners in the proceedings incident to the condemnation proceeding as to the Common Parcel and all Common Parcel Improvements, unless otherwise prohibited by law. To the extent any portion of an Owner's Residential Unit is taken, such Owner may apply for and pursue separate compensation from the condemning authority solely and strictly for such portion of the Owner's Residential Unit as is taken, separate and apart from the Common Parcels and Common Parcel Improvements affected. Such Owner shall reconstruct the Owner's Residential Unit on the remaining portion of the Owner's Lot, to the extent feasible and as may be approved in advance by the Association, without interference to the remaining Common Parcel Improvements, in the same manner and on the same timeline as if a casualty had occurred. The Association shall cooperate (at no cost to the Association) in providing its consent as to the condemnation of an Owner's Residential Unit as may be required from a governing authority, upon a written request from the affected Owner of any condemnation proceeding.

Section 10.2 Partial Condemnation; Distribution of Award; Reconstruction. The award made for taking of any portion of the Common Parcels or Common Parcel Improvements shall be payable to the Association as trustee for those Owners and shall be disbursed as follows:

If the taking involves a portion of the Common Parcels on which Common Parcel Improvements have been constructed the Association shall restore or replace such improvements so taken on the remaining land included in the Common Parcels to the extent lands are available for such restoration or replacement in accordance with plans approved by the Association. If such improvements are to be repaired or restored, the provisions in Article 9 above in respect to casualty damage or destruction that is to be repaired shall apply. If the taking does not involve any Common Parcel Improvements or the Common Parcels, or if there is a decision made not to repair or restore such improvements by at least sixty seven percent (67%) of the Owners, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be distributed in equal shares per Lot among the Owners, first to the First Mortgagees and then to the Owners, as their interests appear.

Section 10.3 Complete Condemnation. If all of the Property is taken, condemned, sold, or otherwise disposed of in lieu of or in avoidance of condemnation, then the regime created by this Declaration shall terminate, and the condemnation award shall be distributed in equal parts, after all costs and expenses incurred are paid, to the Owner(s) of Record as to each Lot, after payment to each Owner's respective First Mortgagees, as their interests appear of Record.

ARTICLE 11: Miscellaneous Provisions

Section 11.1 Term of Declaration. Except as provided below in this Section 11.2, all provisions of this Restated Declaration shall continue in effect in perpetuity unless this Declaration is terminated by unanimous vote by written ballot of 100% of the Owners. The termination of this Restated Declaration shall be effective upon the recording of a certificate executed by the Association stating that this Declaration has been terminated by the Owners as provided herein.

Section 11.2 Amendment. Except as otherwise provided in this Restated Declaration, any provision of this Restated Declaration may be amended or repealed at any time and from time to time upon approval of the amendment or repeal by the Owners holding at least 75% of the voting power of the Association, provided that no amendment may alter Sharing Ratios, use restrictions under Section 3.5 or voting rights without each the Owner's consent, and no Amendment adversely affecting First Mortgagee interests shall be effective as to any First Mortgagee without approval of at least 75% of the First Mortgagees of Record. The amendment shall be effective upon the recording of a certificate executed by the Association setting forth the amendment in full and certifying that the amendment or repeal has been approved by the Owners as provided herein.

Section 11.3 Delivery of Formal Notice. Any notice permitted or required to be given under this Declaration shall be in writing and shall be deemed properly given and received on the earlier of: (a) when actually received if delivered personally or through a courier service, provided confirmation of delivery is obtained; (b) on the next business day after deposit for delivery (specifying next day delivery) with any nationally recognized overnight courier service; or (c) upon delivery by certified mail, return receipt

requested. If the Association does not have a current address for an Owner, then notice to such person may be given in any manner in which notice is permitted to be given to a Person under the Laws of the State of Colorado in connection with the foreclosure of mortgages, including publication. Each Owner shall give written notice to the Association of a mailing address and, with each change of its address, shall give notice of such change promptly, in the manner provided for giving notice to the Association in this Section. Informal and general correspondence may be delivered via email, as set forth below in Section 11.14.

Section 11.4 Appointment of Attorney in Fact. Each Owner by acceptance of a deed or other conveyance vesting an ownership interest in a Residential Unit and Lot does irrevocably appoint the Association with the full power of substitution as their true and lawful attorney in their name, place and stead to deal with such interest upon damage to or destruction, obsolescence or condemnation of any portion of the Common Parcels owned or insured by the Association, 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 may determine necessary or advisable to give effect to the provisions of this Declaration. If requested to do so by the Association, each Owner shall execute and deliver a written instrument confirming such appointment. The action of the Association in settling any insured 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 directors or Management Committee with respect thereto, except in case of fraud or gross negligence.

Section 11.5 Persons Entitled to Enforce this Restated Declaration. The Association and each Owner shall have the right to enforce the of this Declaration; provided, that no Owner shall be permitted to bring any enforcement action against any other Owner or any third party unless the Association declines to bring a similar action. The Association shall be deemed to have declined to bring an enforcement action if (a) an Owner gives notice to the Association in accordance with Section 11.3, that such Owner intends to bring an enforcement action (which notice shall specify the issue and shall briefly summarize the circumstances prompting such action), and (b) the Association gives notice to such Owner, in accordance with Section 11.3, that the Association declines to initiate an enforcement action or otherwise pursue compliance of an alleged violation within sixty (60) days after the date of the Owner's notice to the Association. The right of enforcement shall include the right to bring an action for damages as well as any equitable relief, including any action to enjoin any violation or specifically enforce provisions of this Restated Declaration. The Management Committee may adopt a separate dispute resolution policy requiring mediation and arbitration, as approved by a majority of the Management Committee to resolve conflicts and alleged disputes.

Section 11.6 Violations Constituting a Nuisance. Any violation of any provisions of this Restated Declaration, whether by act or omission, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by any Person entitled to enforce the provisions of this Restated Declaration.

Section 11.7 Violations of Law. Any violation of Law pertaining to the ownership, occupation or use of any of the Property is hereby declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Restated Declaration or in separate policies and procedures as may be established from time to time by the Management Committee.

Section 11.8 Remedies Cumulative. Each remedy that is provided under this Restated Declaration is cumulative and not exclusive.

Section 11.9 No Implied Waivers. Failure to enforce any provision of this Restated Declaration shall not operate as a waiver of that Restriction or provision or of any other Restriction or provision of this Restated Declaration.

Section 11.10 Costs and Attorneys' Fees. In any action or proceeding under this Restated Declaration, the party determined by the court or arbitrator, as the case may be, to be the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees.

Section 11.11 Interpretation. The provision of this Restated Declaration shall be liberally construed as a whole to effectuate the purpose of this Restated Declaration. With respect to matters addressed by more than one provision, the more restrictive provision shall be interpreted to override the less restrictive. The term "including," unless otherwise specified, shall be interpreted in its broadest sense to mean "including without limitation."

Section 11.12 Governing Law. This Restated Declaration shall be construed and governed under the laws of the State of Colorado.

Section 11.13 Severability. Each of the provisions of this Restated Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial enforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

Section 11.14 General Mailings and Email Address. As set forth in Section 11.3 above, each Owner shall register a mailing address with the Association for delivery of formal notice. Owners shall further provide an email address for monthly statements, meeting notices and other routine notices, which may be sent by email to an account authorized by each Owner, with all other formal notices or demands to be served upon an Owner sent in accordance with Section 11.3 above. All formal notices to the Association shall be delivered in accordance with Section 11.3 above.

Section 11.15 Number and Gender. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

CERTIFICATION OF THE ASSOCIATION

I, Adam Leseur, as Director of the Management Committee of Alpine Creek Townhomes hereby certify that the requisite number of owner votes was made in favor of amending and restating the declaration as follows:

Owner Consents: FOR: 100% AGAINST: None

Alpine Creek Townhomes,
a Colorado nonprofit corporation

By: [Signature]
Management Committee Director

STATE OF COLORADO)
) ss.
COUNTY OF Eagle)

The foregoing was acknowledged before me this 12th day of January, 2017, by Adam Leseur, as Director of the Management Committee of Alpine Creek Townhomes, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 3-26-17.

[Signature]
Notary Public

MICHELLE M. RYMER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19964020588
MY COMMISSION EXPIRES 3/26/2017

LIST OF EXHIBITS

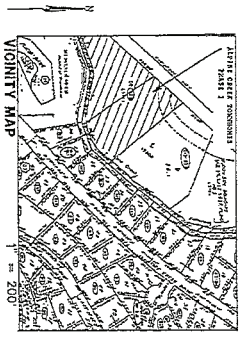
- Exhibit A 1-3 -- the Plats for Phase I through Phase III
- Exhibit B -- Owner Deeds
- Exhibit C -- Owner/Lender Consents

EX A-1

FINAL PLAT ALPINE CREEK TOWNHOMES PHASE I TOWN OF VAIL, EAGLE COUNTY, COLORADO FORMERLY PHASE III OF SPRUCE CREEK TOWNHOUSES

TITLE CERTIFICATE
Suzanne, widow of Lloyd, does hereby certify that this is all land shown upon this plat and has been surveyed and is valid in accordance with the laws of the State of Colorado.

and that this is not land in fire and clear of all liens and incumbrances except as herein stated. The survey was made by James W. Gorman, Surveyor, on August 12, 1942. The plat was filed for record on September 13, 1942. The plat was recorded in Book 232, Page 107, of the records of the State of Colorado.



ZONING ADMINISTRATION CERTIFICATE
The plat herein is hereby approved by the Town of Vail Zoning Administrator James W. Gorman, on August 12, 1942. The plat is in accordance with the zoning ordinance of the Town of Vail, Colorado.

AGREEMENT OF TAXES AND
The undersigned hereby certify that the entire amount of taxes and assessments due and payable on the land herein shown is in full and that the same have been paid in full to the proper authorities. Witness my hand and seal this 12th day of August, A.D., 1942.

CLERK AND RECORDS CERTIFICATE
This plat was filed for record in the Office of the Clerk and Recorder at Vail, Colorado on August 12, 1942 and is duly recorded in Book 232, Page 107, of the records of the State of Colorado.

STATE OF COLORADO
Notarized on this 12th day of August, A.D., 1942, by James W. Gorman, Notary Public for the State of Colorado, at Vail, Colorado.

CERTIFICATE OF DEEDGATION AND OWNERSHIP
None of the land herein shown is subject to any lien or incumbrance in favor of any person other than the State of Colorado, Eagle County, Colorado, deeded as follows:

A parcel of land located in the Southeast Corner of Section 12, Township 3 South, Range 81 West of the Sixth Principal Meridian according to the Original Survey of said Township and Range as approved by the U.S. Survey District in Denver, Colorado on September 13, 1942, said parcel being more particularly described as follows, to-wit:

- Beginning at a point on the Southeast Right-of-Way Line of U.S. Highway No. 6, from which the Southwest Corner of Section 12 bears S 01 degrees 20'30" W 108.679 feet thence bears along the Southeast Right-of-Way Line of U.S. Highway No. 6 if it angles S13° E 382.89 feet thence to a point on the Westerly Boundary of Spruce Creek Township, Phase II, thence along said Westerly Boundary S 58 degrees 37'01" E 144.16 feet thence to the Northern Boundary of Vail Village West, Range No. 2 (said section is the Northern Boundary of the following sections and thence to:
1) S 42 degrees 32'21" W 88.02 feet
2) S 72 degrees 16'21" W 103.51 feet
3) N 77 degrees 33'57" W 103.51 feet
4) S 73 degrees 53'57" W 143.65 feet
to a point on the Westerly Line of Section 12, thence along the Westerly Line of said Section 12 01 degrees 20'30" E 97.13 feet thence to the Point of Beginning, including 2.312 acres, more or less.

have by their grant made out a plat and recorded the same in the Office of the Clerk and Recorder at Vail, Colorado, on August 12, 1942, and that the same is in full compliance with the laws of the State of Colorado, Eagle County, Colorado, deeded as follows: The undersigned hereby certify that the entire amount of taxes and assessments due and payable on the land herein shown is in full and that the same have been paid in full to the proper authorities. Witness my hand and seal this 12th day of August, A.D., 1942.

STATE OF COLORADO
Notarized on this 12th day of August, A.D., 1942, by James W. Gorman, Notary Public for the State of Colorado, at Vail, Colorado.

STATE OF COLORADO
Notarized on this 12th day of August, A.D., 1942, by James W. Gorman, Notary Public for the State of Colorado, at Vail, Colorado.

SSE SURVEYING ENGINEERS & ENGINEERS
JAMES W. GORMAN, SURVEYOR
EAGLE COUNTY, COLORADO
DATE: 8/12/42
BY: JWG

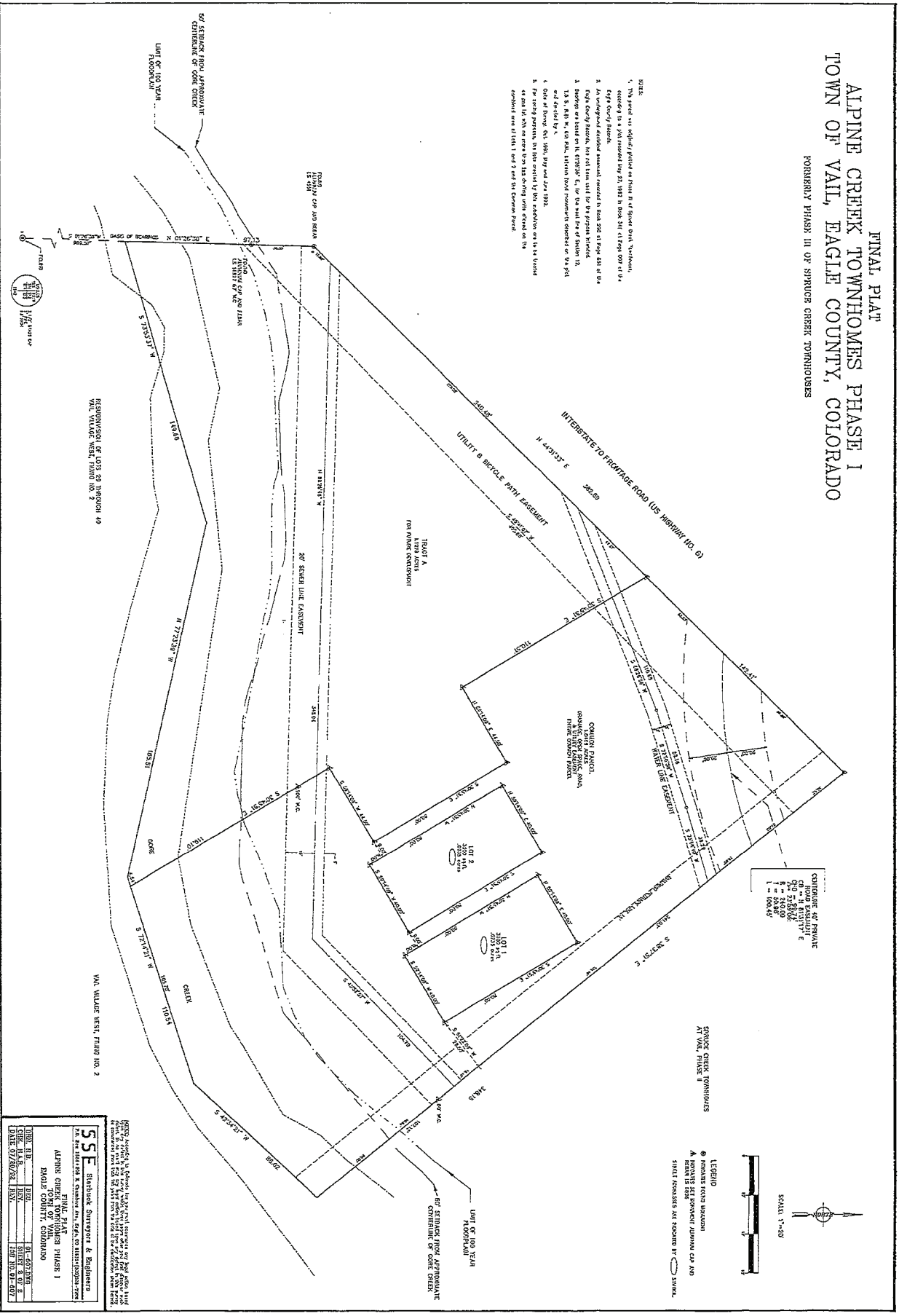
SURVEYORS CERTIFICATE
I, James W. Gorman, do hereby certify that I am a registered land surveyor, licensed under the laws of the State of Colorado, and that I have surveyed the land herein shown and that the same is in full compliance with the laws of the State of Colorado, Eagle County, Colorado, deeded as follows: The undersigned hereby certify that the entire amount of taxes and assessments due and payable on the land herein shown is in full and that the same have been paid in full to the proper authorities. Witness my hand and seal this 12th day of August, A.D., 1942.



FINAL PLAT ALPINE CREEK TOWNHOMES PHASE I TOWN OF VAIL, EAGLE COUNTY, COLORADO

FORMERLY PHASE III OF SPRUCE CREEK TOWNHOMES

- NOTES:**
1. This plat is subject to the provisions of the Colorado Condominium Act, as amended, and the provisions of the Colorado Planned Community Act, as amended.
 2. The underground utilities shown on this plat are shown as they exist at the time of the recording of this plat. The owner of the land shown on this plat shall be responsible for the location, depth, and maintenance of all underground utilities.
 3. The owner of the land shown on this plat shall be responsible for the location, depth, and maintenance of all surface utilities.
 4. The owner of the land shown on this plat shall be responsible for the location, depth, and maintenance of all easements.
 5. The owner of the land shown on this plat shall be responsible for the location, depth, and maintenance of all other features shown on this plat.



CONTIGUOUS TO PRIVATE ROAD EASEMENT
 10' - 10' 0" E
 10' - 10' 0" E
 10' - 10' 0" E
 10' - 10' 0" E
 10' - 10' 0" E

SPRUCE CREEK TOWNHOMES
 AT VAIL, COLORADO



LEGEND
 @ RESERVE TOWN SEASONS
 A RESERVE SEASONAL SWIMMING POOL AND
 SHED RESERVE AS LOCATED BY CIRCLE

SSE Steinhilber Surveyors & Engineers	
FINAL PLAT	
ALPINE CREEK TOWNHOMES PHASE I	
TOWN OF VAIL, EAGLE COUNTY, COLORADO	
DATE: 01-18-2011	BY: [Signature]
DATE: 01-18-2011	BY: [Signature]
DATE: 01-18-2011	BY: [Signature]
DATE: 01-18-2011	BY: [Signature]
DATE: 01-18-2011	BY: [Signature]

EX A-2

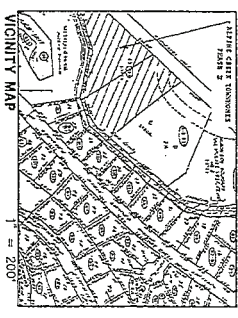
FINAL PLAT
ALPINE CREEK TOWNHOMES PHASE II
TOWN OF VAIL, EAGLE COUNTY, COLORADO
FORMERLY PLATTED AS TRACT A OF ALPINE CREEK TOWNHOMES PHASE I
ORIGINALLY PHASE III OF SPRUCE CREEK TOWNHOUSES

THIS CERTIFICATE
I, Richard A. Bingham, Clerk and Recorder of Eagle County, Colorado, do hereby certify that the within plat of Alpine Creek Townhomes Phase II, Town of Vail, Eagle County, Colorado, is a true and correct copy of the original plat as the same appears in my office, and that the same is in full compliance with all laws and ordinances of said county, and that the same is in full compliance with all laws and ordinances of said state, and that the same is in full compliance with all laws and ordinances of said country.

IN WITNESS WHEREOF, I have set my hand and seal this 24th day of April, A.D. 1982.

ZONING ADMINISTRATION CERTIFICATE

This plat and its amendments were approved by the Board of Zoning Administrators of the Town of Vail, Colorado, on this 24th day of April, A.D. 1982.



OWNER AND RECORDING CERTIFICATE

I, the undersigned, do hereby certify that the within plat of Alpine Creek Townhomes Phase II, Town of Vail, Eagle County, Colorado, is a true and correct copy of the original plat as the same appears in my office, and that the same is in full compliance with all laws and ordinances of said county, and that the same is in full compliance with all laws and ordinances of said state, and that the same is in full compliance with all laws and ordinances of said country.

ENGINEER'S CERTIFICATE

I, Richard A. Bingham, do hereby certify that I am a registered land surveyor licensed under the laws of the State of Colorado, and that I am duly qualified to perform the duties of a land surveyor, and that I have personally examined the within plat of Alpine Creek Townhomes Phase II, Town of Vail, Eagle County, Colorado, and that the same is a true and correct copy of the original plat as the same appears in my office, and that the same is in full compliance with all laws and ordinances of said county, and that the same is in full compliance with all laws and ordinances of said state, and that the same is in full compliance with all laws and ordinances of said country.



CERTIFICATE OF REDUCTION AND OWNERSHIP

I, Richard A. Bingham, Clerk and Recorder of Eagle County, Colorado, do hereby certify that the within plat of Alpine Creek Townhomes Phase II, Town of Vail, Eagle County, Colorado, is a true and correct copy of the original plat as the same appears in my office, and that the same is in full compliance with all laws and ordinances of said county, and that the same is in full compliance with all laws and ordinances of said state, and that the same is in full compliance with all laws and ordinances of said country.

OWNER'S CERTIFICATE

I, Richard A. Bingham, do hereby certify that I am the owner of the within plat of Alpine Creek Townhomes Phase II, Town of Vail, Eagle County, Colorado, and that I have personally examined the within plat and that the same is a true and correct copy of the original plat as the same appears in my office, and that the same is in full compliance with all laws and ordinances of said county, and that the same is in full compliance with all laws and ordinances of said state, and that the same is in full compliance with all laws and ordinances of said country.

STATE OF COLORADO

I, Richard A. Bingham, do hereby certify that I am the Clerk and Recorder of Eagle County, Colorado, and that I have personally examined the within plat of Alpine Creek Townhomes Phase II, Town of Vail, Eagle County, Colorado, and that the same is a true and correct copy of the original plat as the same appears in my office, and that the same is in full compliance with all laws and ordinances of said county, and that the same is in full compliance with all laws and ordinances of said state, and that the same is in full compliance with all laws and ordinances of said country.

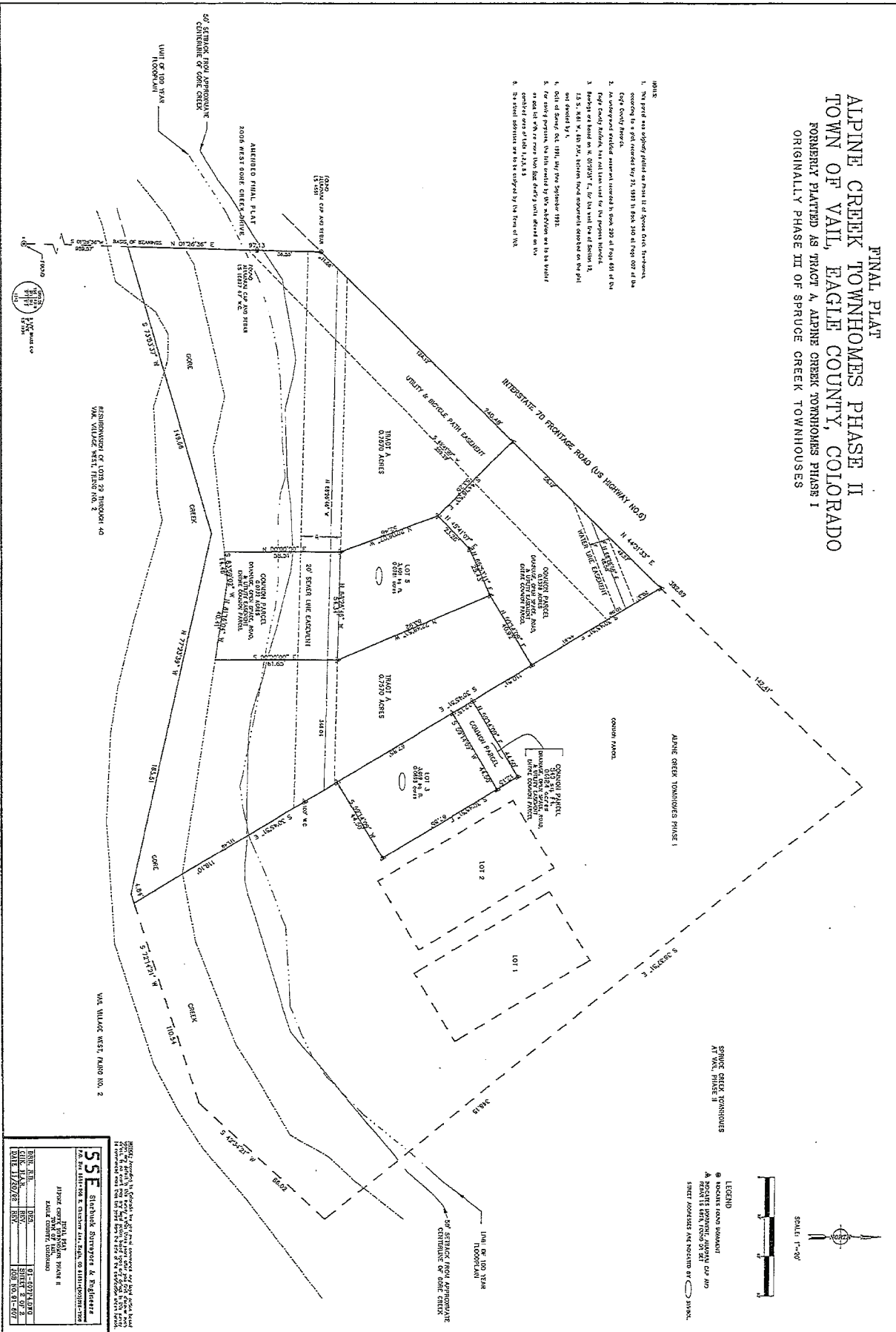
STATE OF COLORADO

I, Richard A. Bingham, do hereby certify that I am the Clerk and Recorder of Eagle County, Colorado, and that I have personally examined the within plat of Alpine Creek Townhomes Phase II, Town of Vail, Eagle County, Colorado, and that the same is a true and correct copy of the original plat as the same appears in my office, and that the same is in full compliance with all laws and ordinances of said county, and that the same is in full compliance with all laws and ordinances of said state, and that the same is in full compliance with all laws and ordinances of said country.

SE STATE SURVEYOR & REGISTERED PROFESSIONAL ENGINEER
ALPINE CREEK TOWNHOMES PHASE II
EAGLE COUNTY, COLORADO
DATE: 04/24/82

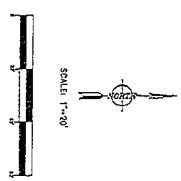
PINAL PLAT
ALPINE CREEK TOWNHOMES PHASE II
TOWN OF VAIL, EAGLE COUNTY, COLORADO
 FORMERLY PLATTED AS TRACT A, ALPINE CREEK TOWNHOMES PHASE I
 ORIGINALLY PHASE III OF SPRUCE CREEK TOWNHOUSES

- NOTE:
1. The plat was originally filed as Phase II of Spruce Creek Townhouses according to a plat recorded July 21, 1981 by Book 310 of Page 007 of the Eagle County Records.
 2. An underground electric easement located in block 239 of Page 481 of the Eagle County Records has not been used for the purpose intended.
 3. Property set aside on 07/25/07 for the use of Section 15, 12 S. 46th N., 4th P. 20E., Section 16-00-00-0000-0000-0000 as set forth in the plat recorded on 07/25/07, has not been used for the purpose intended.
 4. The plat is subject to the plat recorded by the addition of the plat recorded on 07/25/07, which is subject to the plat recorded on 07/25/07.
 5. The plat is subject to the plat recorded by the addition of the plat recorded on 07/25/07, which is subject to the plat recorded on 07/25/07.



SPRUCE CREEK TOWNHOUSES
 AT VAIL, PHASE II

LEGEND
 @ LOCATES IRON BOUNDARY
 * LOCATES BOUNDARY OF PLAT OR MAP
 SHIRT BOUNDARIES ARE INDICATED BY ○ SHOWN.



THESE PLATS WERE PREPARED BY THE ENGINEER AND SURVEYOR FOR THE PURPOSES OF RECORDING AND CONVEYING INTERESTS IN REAL ESTATE. THE ENGINEER AND SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF. THE ENGINEER AND SURVEYOR HAS NOT CONDUCTED A SURVEY OF THE PROPERTY AND HAS NOT BEEN ADVISED BY ANY OTHER PERSON THAT A SURVEY HAS BEEN CONDUCTED. THE ENGINEER AND SURVEYOR HAS NOT BEEN ADVISED BY ANY OTHER PERSON THAT A SURVEY HAS BEEN CONDUCTED.

SSS STEPHEN S. SWANSON & REGISTERED
 ENGINEERS AND SURVEYORS
 1000 W. 10TH AVENUE, SUITE 100
 DENVER, COLORADO 80202
 PHONE: 303.733.1100
 FAX: 303.733.1101
 WWW: WWW.SSWANSON.COM

DATE: 11/07/08
 BY: [Signature]

EX A-3

FINAL PLAT
ALPINE CREEK TOWNHOMES PHASE III
TOWN OF VAIL, EAGLE COUNTY, COLORADO
 FORMERLY PLATTED AS TRACT A OF ALPINE CREEK TOWNHOMES PHASE II
 ORIGINALLY PHASE III OF SPRUCE CREEK TOWNHOUSES

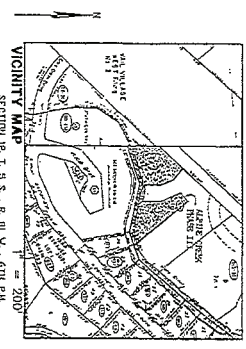
ITEM CERTIFICATE
 I, William J. Rindley, of the State of Colorado, hereby certify that the list in all kinds shown upon this final plat has been properly prepared and is a true and correct copy of the original as shown to me by the owner of the same.

Dated this 22nd day of July, 1993, at Vail, Colorado.
 Signature: William J. Rindley
 Notary Public for the State of Colorado

ZONING ADMINISTRATOR CERTIFICATE
 This final plat is hereby approved by me, Zoning Administrator, on this 22nd day of July, 1993, in accordance with the provisions of the Zoning Ordinance of the Town of Vail, Colorado, and I hereby certify that the same complies with the provisions of said Ordinance.

CERTIFICATE OF TAXES PAID
 I, John A. Rindley, hereby certify that the entire amount of taxes and assessments due and payable on the property shown on this final plat was paid on or before the date of recording of this plat and is hereby certified on this plat and on the map attached thereto.

CLERK AND RECORDER CERTIFICATE
 I, John A. Rindley, Clerk and Recorder of the State of Colorado, hereby certify that this final plat was duly recorded in Book 512 of Pages 25 of the Public Records of the State of Colorado on this 22nd day of July, 1993, at Vail, Colorado.



QUINCY'S CERTIFICATE
 I, Quincy, of the State of Colorado, hereby certify that I am a registered land surveyor in good standing with the State of Colorado and that I have prepared this final plat in accordance with the provisions of the Surveying Act of the State of Colorado, and I hereby certify that the same is a true and correct copy of the original as shown to me by the owner of the same.



CERTIFICATE OF DEDICATION AND OWNERSHIP
 I, William J. Rindley, of the State of Colorado, hereby certify that I am the owner of the property shown on this final plat and that I have dedicated the same to the public use of the Town of Vail, Colorado, and I hereby certify that the same is a true and correct copy of the original as shown to me by the owner of the same.

STATE OF COLORADO
 COUNTY OF EAGLE
 I, William J. Rindley, of the State of Colorado, hereby certify that I am the owner of the property shown on this final plat and that I have dedicated the same to the public use of the Town of Vail, Colorado, and I hereby certify that the same is a true and correct copy of the original as shown to me by the owner of the same.

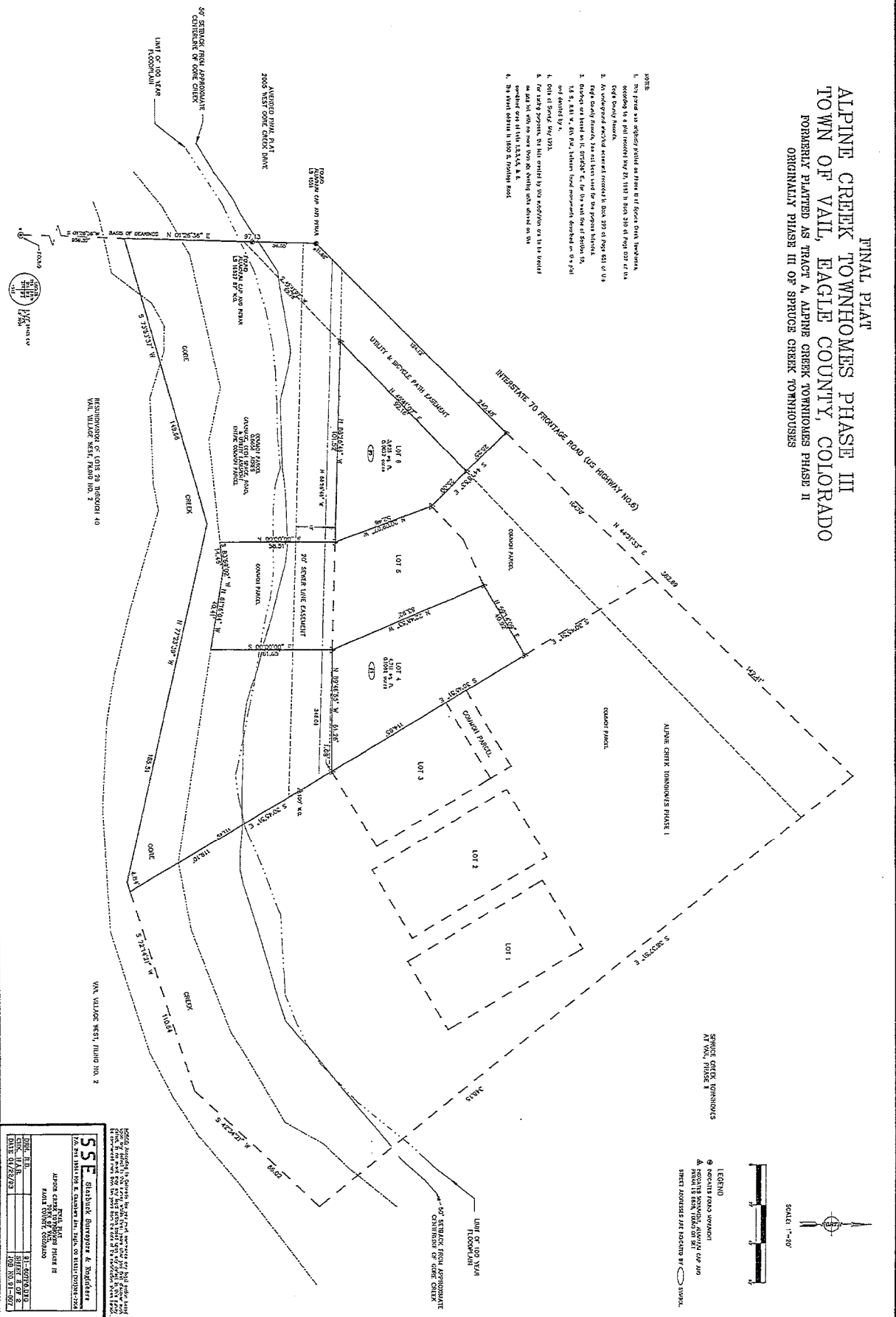
STATE OF COLORADO
 COUNTY OF EAGLE
 I, William J. Rindley, of the State of Colorado, hereby certify that I am the owner of the property shown on this final plat and that I have dedicated the same to the public use of the Town of Vail, Colorado, and I hereby certify that the same is a true and correct copy of the original as shown to me by the owner of the same.

STATE OF COLORADO
 COUNTY OF EAGLE
 I, William J. Rindley, of the State of Colorado, hereby certify that I am the owner of the property shown on this final plat and that I have dedicated the same to the public use of the Town of Vail, Colorado, and I hereby certify that the same is a true and correct copy of the original as shown to me by the owner of the same.

CSF Statute Salvagers & Engineers
 1201 1/2 STREET, COLORADO SPRING, CO. 80904
 ALPINE CREEK TOWNHOMES PHASE III
 FINAL PLAT
 DATE: 07/27/93

FINAL PLAT
ALPINE CREEK TOWNHOMES PHASE III
TOWN OF VAIL, EAGLE COUNTY, COLORADO
 FORMERLY PLATTED AS TRACT A, ALPINE CREEK TOWNHOMES PHASE II
 ORIGINALLY PLATTED IN OP SPRUCE CREEK TOWNHOUSES

- NOTES
1. THIS PLAT WAS RECORDED PURSUANT TO THE PLAN OF RECORDING ACT, ENACTED BY THE COLORADO LEGISLATURE IN 1978 (C.R.S. 380.01) AND IS SUBJECT TO THE PROVISIONS OF SAID ACT.
 2. AN ADDITIONAL RECORD RECORDED PURSUANT TO THE PLAN OF RECORDING ACT, ENACTED BY THE COLORADO LEGISLATURE IN 1978 (C.R.S. 380.01) IS SUBJECT TO THE PROVISIONS OF SAID ACT.
 3. THE SURVEY WAS CONDUCTED BY THE SURVEYOR ON THE DATE INDICATED ON THE PLAT AND IS SUBJECT TO THE PROVISIONS OF SAID ACT.
 4. THE SURVEY WAS CONDUCTED BY THE SURVEYOR ON THE DATE INDICATED ON THE PLAT AND IS SUBJECT TO THE PROVISIONS OF SAID ACT.
 5. THE SURVEY WAS CONDUCTED BY THE SURVEYOR ON THE DATE INDICATED ON THE PLAT AND IS SUBJECT TO THE PROVISIONS OF SAID ACT.



SSE Stubbins, Simpson & Stoddard
 SURVEYORS
 3110 W. WYOMING
 VAIL, COLORADO 81657
 PHONE: 970-753-1100
 FAX: 970-753-1101
 E-MAIL: SASE@SSE-SURVEYORS.COM

DATE: 01/22/23
 SHEET 8 OF 8
 JOB NO: 23-1007

Ex B - Lot 1

[RECORDING INFORMATION]

QUIT CLAIM DEED

(ALPINE CREEK TOWNHOMES COMMON PARCELS)

THIS DEED made this 31 day of ~~January~~^{MARCH} 2016, between WILLIAM K. REEVES TRUST, having a legal address of ~~4681 SUNSET CONCOURSE HOLLAND MT~~⁴⁹⁴²³ (Owner/Grantor), and Alpine Creek Townhomes Association, a Colorado not-for-profit association, having a legal address of ~~710 W. LIONSHED CIRCLE #B~~ Vail, Colorado ~~81657~~ ("Grantee Association"):

WITNESSETH, that Owner/Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS. (\$10.00), the receipt whereof is hereby acknowledged, has remised, released, conveyed and QUIT CLAIMED, and by these presents does remise, release, convey and QUIT CLAIM unto the Grantee Association, and its assigns, forever, all right, title, interest, claim and demand which the Owner/Grantor has or may have in and to the following described parcel of land, situate, lying and being in the County of Eagle, and State of Colorado, to wit:

All "Common Parcels" of Alpine Creek Townhomes as defined in the "Townhouse Declaration for Alpine Creek Townhomes" recorded June 30, 1992, at Reception No: 479694, Book 583, Page 588 in Eagle County, Colorado, as amended by the "First Supplemental Townhouse Declaration for Alpine Creek Townhomes" recorded on January 8, 1993, at Reception No: 49525, Book 599, Page 035 and the Second Amendment to Townhouse Declaration for Alpine Creek Townhomes, recorded May 21, 1993, at Reception No. 505532, Book 609, Page 452, in Eagle County Colorado, and depicted on the Final Plat Alpine Creek Townhomes, Phase 1, recorded August 28, 1992, at Book 587, Page 994, in Eagle County, Colorado, as amended by the Final Plat for Alpine Creek Townhomes, Phase II, recorded January 27, 1993, at Reception No: 496284, Book 600, Page 195, and the Final Plat for Alpine Creek Townhomes, Phase III, recorded August 12, 1993, at Reception No: 512339, Book 616, Page 266.

Also known as: Alpine Creek Townhomes, 1850 South Frontage Road, Town of Vail, Eagle, Colorado.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest, and claim whatsoever of said Owner/Grantor, either in law or equity, whether arising now or in the future, unto said Grantee Association, with title to such Common Parcels to be held by the Grantee Association for the benefit of the title holders of Lots 1 through 6 Alpine Creek Townhomes Association in accordance with the above described declaration, as amended.

[Signature Page Follows]

IN WITNESS WHEREOF, Owner/Grantor has signed this Quit Claim Deed conveying title to said Common Parcels to the Grantee Association as of the day and year first above written.

**OWNER/GRANTOR
(Lot 1)**

WILLIAM K. REEVES TRUST

BY: *[Signature]*

Its: TRUSTEE

STATE OF Michigan)
) ss.
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this 20th day of March 2016, by William Reeves as Trustee of blank (personally known ___ or producing the following identification Driver's License

WITNESS my hand and official seal.

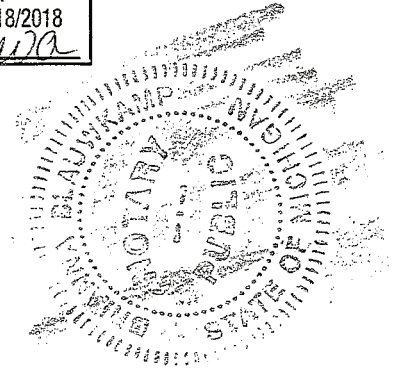
My commission expires: 10/18/2018

[Signature]

Notary Public

[SEAL]

BRIANNA BLAUWKAMP
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA
MY COMMISSION EXPIRES 10/18/2018
Acting in the County of Ottawa



Ex B - Lot 2

[RECORDING INFORMATION]

QUIT CLAIM DEED

(ALPINE CREEK TOWNHOMES COMMON PARCELS)

THIS DEED made this ___ day of January 2016, between the MARGARET D. HERMAN and SIDNEY N. HERMAN REVOCABLE TRUST, having a legal address of _____ (Owner/Grantor), and Alpine Creek Townhomes Association, a Colorado not-for-profit association, having a legal address of _____, Vail, Colorado _____ (“Grantee Association”):

WITNESSETH, that Owner/Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS, (\$10.00), the receipt whereof is hereby acknowledged, has remised, released, conveyed, and QUIT CLAIMED, and by these presents does remise, release, convey and QUIT CLAIM unto the Grantee Association, and its assigns forever, all right, title, interest, claim and demand which the Owner/Grantor has or may have in and to the following described parcel of land, situate, lying and being in the County of Eagle, and State of Colorado, to wit:

All “Common Parcels” of Alpine Creek Townhomes as defined in the “Townhouse Declaration for Alpine Creek Townhomes” recorded June 30, 1992, at Reception No: 479694, Book 583, Page 588 in Eagle County, Colorado, as amended by the “First Supplemental Townhouse Declaration for Alpine Creek Townhomes” recorded on January 8, 1993, at Reception No: 49525, Book 599, Page 035 and the Second Amendment to Townhouse Declaration for Alpine Creek Townhomes, recorded May 21, 1993, at Reception No. 505532, Book 609, Page 452, in Eagle County Colorado, and depicted on the Final Plat Alpine Creek Townhomes, Phase 1, recorded August 28, 1992, at Book 587, Page 994, in Eagle County, Colorado, as amended by the Final Plat for Alpine Creek Townhomes, Phase II, recorded January 27, 1993, at Reception No: 496284, Book 600, Page 195, and the Final Plat for Alpine Creek Townhomes, Phase III, recorded August 12, 1993, at Reception No: 512339, Book 616, Page 266.

Also known as: 1850 South Frontage Road, Town of Vail, Eagle County, Colorado.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest, and claim whatsoever of said Owner/Grantor, either in law or equity, whether arising now or in the future, unto said Grantee Association, with title to such Common Parcels to be held by the Grantee Association for the benefit of the “Members” of the Alpine Creek Townhomes Association in accordance with the above described declaration, as amended.

[Signature Page Follows]

IN WITNESS WHEREOF, Owner/Grantor has executed this Quit Claim Deed of the Common
Parcels to the Grantee Association as of the day and year first above written.

OWNER/GRANTOR
(Lot 2)

MARGARET D. HERMAN and SIDNEY N.
HERMAN REVOCABLE TRUST

BY: [Signature]
Its: Trustee

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 2 day of February, 2016,
by Sidney N. Herman as personally known to me of blank (personally known
or producing the following identification _____).

WITNESS my hand and official seal.
My commission expires: 3/29/16

[Signature]
Notary Public

[SEAL]



Ex B - Lot 3

[RECORDING INFORMATION]

QUIT CLAIM DEED

(ALPINE CREEK TOWNHOMES COMMON PARCELS)

THIS DEED made this 8 day of January 2016, between RICHARD E. ENGEL and GERTRUDE M. OLSON TRUST, having a legal address of 1850 S. FRONTAGE RD W # 3 VAIL, CO 81657 (Owner/Grantor), and Alpine Creek Townhomes Association, a Colorado not-for-profit association, having a legal address of 710 W LINDSEY RD CR # B, Vail, Colorado 81657 ("Grantee Association"):

WITNESSETH, that Owner/Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS, (\$10.00), the receipt whereof is hereby acknowledged, has remised, released, conveyed, and QUIT CLAIMED, and by these presents does remise, release, convey and QUIT CLAIM unto the Grantee Association, and its assigns forever, all right, title, interest, claim and demand which the Owner/Grantor has or may have in and to the following described parcel of land, situate, lying and being in the County of Eagle, and State of Colorado, to wit:

All "Common Parcels" of Alpine Creek Townhomes as defined in the "Townhouse Declaration for Alpine Creek Townhomes" recorded June 30, 1992, at Reception No: 479694, Book 583, Page 588 in Eagle County, Colorado, as amended by the "First Supplemental Townhouse Declaration for Alpine Creek Townhomes" recorded on January 8, 1993, at Reception No: 49525, Book 599, Page 035 and the Second Amendment to Townhouse Declaration for Alpine Creek Townhomes, recorded May 21, 1993, at Reception No. 505532, Book 609, Page 452, in Eagle County Colorado, and depicted on the Final Plat Alpine Creek Townhomes, Phase 1, recorded August 28, 1992, at Book 587, Page 994, in Eagle County, Colorado, as amended by the Final Plat for Alpine Creek Townhomes, Phase II, recorded January 27, 1993, at Reception No: 496284, Book 600, Page 195, and the Final Plat for Alpine Creek Townhomes, Phase III, recorded August 12, 1993, at Reception No: 512339, Book 616, Page 266.

Also known as: Alpine Creek Townhomes 1850 South Frontage Road, Town Of Vail, Eagle County, Colorado.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest, and claim whatsoever of said Owner/Grantor, either in law or equity, whether arising now or in the future, unto said Grantee Association, with title to such Common Parcels to be held by the Grantee Association for the benefit of the "Members" of the Alpine Creek Townhomes Association in accordance with the above described declaration, as amended.

[Signature Page Follows]

IN WITNESS WHEREOF, Owner/Grantor has executed this Quit Claim Deed of the Common
Parcels to the Grantee Association as of the day and year first above written.

OWNER/GRANTOR
(Lot 3)

RICHARD E. ENGEL and GERTRUDE M.
OLSON TRUST

BY: Richard E. Engel, CoP.
Its: Gertrude M. Olson

STATE OF NEBRASKA)

) ss.

COUNTY OF EAGLE SPRING)

The foregoing instrument was acknowledged before me this 8 day of MARCH, 2016,
by RICHARD E. ENGEL & GERTRUDE OLSON as OLSON of blank (personally known
 or producing the following identification _____).

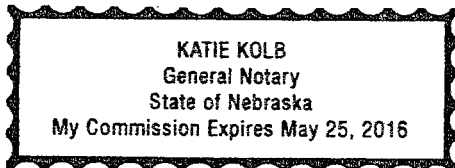
WITNESS my hand and official seal.

My commission expires: MAY 25, 2016

Katie Kolb

Notary Public

[SEAL]



Ex B - Lot 4

[RECORDING INFORMATION]

QUIT CLAIM DEED

(ALPINE CREEK TOWNHOMES COMMON PARCELS)

THIS DEED made this 9th day of ~~January~~^{FEBRUARY} 2016, between ADAM LESEUR and JUDITH LESEUR, having a legal address of 1850 S. FRONTAGE ROAD W. #4, VAIL, CO 81657 (Owner/Grantor), and Alpine Creek Townhomes Association, a Colorado not-for-profit association, having a legal address of 710 W. LONSHAFD CIRCLE #B, Vail, Colorado 81658 ("Grantee Association"):

WITNESSETH, that Owner/Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS, (\$10.00), the receipt whereof is hereby acknowledged, has remised, released, conveyed, and QUIT CLAIMED, and by these presents does remise, release, convey and QUIT CLAIM unto the Grantee Association, and its assigns forever, all right, title, interest, claim and demand which the Owner/Grantor has or may have in and to the following described parcel of land, situate, lying and being in the County of Eagle, and State of Colorado, to wit:

All "Common Parcels" of Alpine Creek Townhomes as defined in the "Townhouse Declaration for Alpine Creek Townhomes" recorded June 30, 1992, at Reception No: 479694, Book 583, Page 588 in Eagle County, Colorado, as amended by the "First Supplemental Townhouse Declaration for Alpine Creek Townhomes" recorded on January 8, 1993, at Reception No: 49525, Book 599, Page 035 and the Second Amendment to Townhouse Declaration for Alpine Creek Townhomes, recorded May 21, 1993, at Reception No. 505532, Book 609, Page 452, in Eagle County Colorado, and depicted on the Final Plat Alpine Creek Townhomes, Phase 1, recorded August 28, 1992, at Book 587, Page 994, in Eagle County, Colorado, as amended by the Final Plat for Alpine Creek Townhomes, Phase II, recorded January 27, 1993, at Reception No: 496284, Book 600, Page 195, and the Final Plat for Alpine Creek Townhomes, Phase III, recorded August 12, 1993, at Reception No: 512339, Book 616, Page 266.

Also known as: Alpine Creek Townhomes 1850 South Frontage Road, Town of Vail, Eagle County, Colorado.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest, and claim whatsoever of said Owner/Grantor, either in law or equity, whether arising now or in the future, unto said Grantee Association, with title to such Common Parcels to be held by the Grantee Association for the benefit of the "Members" of the Alpine Creek Townhomes Association in accordance with the above described declaration, as amended.

[Signature Page Follows]

IN WITNESS WHEREOF, Owner/Grantor has executed this Quit Claim Deed conveying any interest in the Common Parcels to the Grantee Association as of the day and year first above written.

OWNER/GRANTOR
(Lot 4)

[Handwritten signature]

ADAM LESEUR

[Handwritten signature]

JUDITH LESEUR

STATE OF Colorado)

) ss.

COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this 9th day of February, 2016, by Adam Leseur as owner of blank (personally known ___ or producing the following identification 921331400).

WITNESS my hand and official seal.

My commission expires: 3-26-17

[Handwritten signature]
Notary Public

[SEAL]

STATE OF Colorado)

) ss.

COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this 9th day of February, 2016, by Judith Leseur as owner of blank (personally known ___ or producing the following identification 921331407).

WITNESS my hand and official seal.

My commission expires: 3-26-17

[Handwritten signature]
Notary Public

[SEAL]

MICHELLE M. RYMER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19964020588
MY COMMISSION EXPIRES 3/26/2017

Ex B - Lot 5

[RECORDING INFORMATION]

QUIT CLAIM DEED

(ALPINE CREEK TOWNHOMES COMMON PARCELS)

THIS DEED made this 15 day of ~~January~~ ^{APRIL} 2016, between ROBIN F. OUIMETTE, having a legal address of 1850 S. FRONTAGE ROAD W. # 5, VAIL, CO (Owner/Grantor), and Alpine Creek Townhomes Association, a Colorado not-for-profit association, having a legal address of 710 W. LIONSHEAD CIRCLE, Vail, Colorado _____ ("Grantee Association"):
SUITE B, VAIL CO 81658

WITNESSETH, that Owner/Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS, (\$10.00), the receipt whereof is hereby acknowledged, has remised, released, conveyed, and QUIT CLAIMED, and by these presents does remise, release, convey and QUIT CLAIM unto the Grantee Association, and its assigns forever, all right, title, interest, claim and demand which the Owner/Grantor has or may have in and to the following described parcel of land, situate, lying and being in the County of Eagle, and State of Colorado, to wit:

All "Common Parcels" of Alpine Creek Townhomes as defined in the "Townhouse Declaration for Alpine Creek Townhomes" recorded June 30, 1992, at Reception No: 479694, Book 583, Page 588 in Eagle County, Colorado, as amended by the "First Supplemental Townhouse Declaration for Alpine Creek Townhomes" recorded on January 8, 1993, at Reception No: 49525, Book 599, Page 035 and the Second Amendment to Townhouse Declaration for Alpine Creek Townhomes, recorded May 21, 1993, at Reception No. 505532, Book 609, Page 452, in Eagle County Colorado, and depicted on the Final Plat Alpine Creek Townhomes, Phase I, recorded August 28, 1992, at Book 587, Page 994, in Eagle County, Colorado, as amended by the Final Plat for Alpine Creek Townhomes, Phase II, recorded January 27, 1993, at Reception No: 496284, Book 600, Page 195, and the Final Plat for Alpine Creek Townhomes, Phase III, recorded August 12, 1993, at Reception No: 512339, Book 616, Page 266.

Also known as: Alpine Creek Townhomes 1850 South Frontage Road, Town of Vail, Eagle County, Colorado.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest, and claim whatsoever of said Owner/Grantor, either in law or equity, whether arising now or in the future, unto said Grantee Association, with title to such Common Parcels to be held by the Grantee Association for the benefit of the "Members" of the Alpine Creek Townhomes Association in accordance with the above described declaration, as amended.

[Signature Page Follows]

IN WITNESS WHEREOF, Owner/Grantor has executed this Quit Claim Deed conveying any interest in the Common Parcels to the Grantee Association as of the day and year first above written.

OWNER/GRANTOR
(Lot 5)

Robin F. Ouimette
ROBIN F. OUIMETTE

STATE OF CO)
) ss.
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this 15 day of April, 2016,
by Robin Ouimette as _____ of blank (personally known
_____ or producing the following identification CO Drivers License

WITNESS my hand and official seal.

My commission expires: 6/19/17

Sheila Lopez
Notary Public

[SEAL]

SHEILA L LOPEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134039222
MY COMMISSION EXPIRES JUNE 19, 2017

Ex B - Lot 6

[RECORDING INFORMATION]

QUIT CLAIM DEED

(ALPINE CREEK TOWNHOMES COMMON PARCELS)

THIS DEED made this 11th day of ~~January~~ ^{August} 2016, between JAMES B. FOWLER and SHARON K. FOWLER, having a legal address of 1607 Miracle Drive, Casper, WY 82609 (Owner/Grantor), and Alpine Creek Townhomes Association, a Colorado not-for-profit association, having a legal address of 710 W. Lone Hand Cr. Vail, Colorado 81657 ("Grantee Association"):

WITNESSETH, that Owner/Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS, (\$10.00), the receipt whereof is hereby acknowledged, has remised, released, conveyed, and QUIT CLAIMED, and by these presents does remise, release, convey and QUIT CLAIM unto the Grantee Association, and its assigns forever, all right, title, interest, claim and demand which the Owner/Grantor has or may have in and to the following described parcel of land, situate, lying and being in the County of Eagle, and State of Colorado, to wit:

All "Common Parcels" of Alpine Creek Townhomes as defined in the "Townhouse Declaration for Alpine Creek Townhomes" recorded June 30, 1992, at Reception No: 479694, Book 583, Page 588 in Eagle County, Colorado, as amended by the "First Supplemental Townhouse Declaration for Alpine Creek Townhomes" recorded on January 8, 1993, at Reception No: 49525, Book 599, Page 035 and the Second Amendment to Townhouse Declaration for Alpine Creek Townhomes, recorded May 21, 1993, at Reception No. 505532, Book 609, Page 452, in Eagle County Colorado, and depicted on the Final Plat Alpine Creek Townhomes, Phase 1, recorded August 28, 1992, at Book 587, Page 994, in Eagle County, Colorado, as amended by the Final Plat for Alpine Creek Townhomes, Phase II, recorded January 27, 1993, at Reception No: 496284, Book 600, Page 195, and the Final Plat for Alpine Creek Townhomes, Phase III, recorded August 12, 1993, at Reception No: 512339, Book 616, Page 266.

Also known as: Alpine Creek Townhomes 1850 South Frontage Road, Town of Vail, Eagle County, Colorado.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest, and claim whatsoever of said Owner/Grantor, either in law or equity, whether arising now or in the future, unto said Grantee Association, with title to such Common Parcels to be held by the Grantee Association for the benefit of the "Members" of the Alpine Creek Townhomes Association in accordance with the above described declaration, as amended.

[Signature Page Follows]

IN WITNESS WHEREOF, Owner/Grantor has executed this Quit Claim Deed conveying any interest in the Common Parcels to the Grantee Association as of the day and year first above written.

OWNER/GRANTOR
(Lot 6)

James B Fowler
JAMES B. FOWLER

Sharon K Fowler
SHARON K. FOWLER

STATE OF Wyoming)

COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 7th day of June, 2016, by James B Fowler as _____ of blank (personally known _____ or producing the following identification WY DL).

WITNESS my hand and official seal.

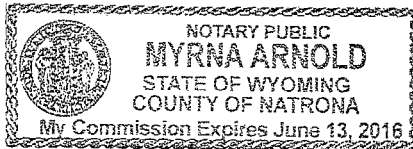
My commission expires: June 13, 2016

Myrna Arnold
Notary Public

[SEAL]

STATE OF Wyoming _____

COUNTY OF Natrona _____



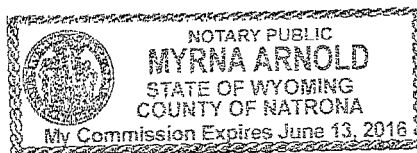
The foregoing instrument was acknowledged before me this 7th day of June, 2016, by Sharon K Fowler as _____ of blank (personally known _____ or producing the following identification WY DL).

WITNESS my hand and official seal.

My commission expires: June 13, 2016

Myrna Arnold
Notary Public

[SEAL]



**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION FOR
ALPINE CREEK TOWNHOMES
(LOT 1)**

The undersigned owner(s) (hereinafter "Owners"), constituting all owners of **Lot 1**, Alpine Creek Townhomes, situated in the Town of Vail, County of Eagle, State of Colorado, hereby affirm consent to and approval of the Amended and Restated Declaration for Alpine Creek Townhomes (the "Amended Declaration"), to which this consent is attached as an exhibit, and request that the Alpine Creek Townhomes Association proceed with recording the Amended Declaration, which the undersigned Owners agree and understand shall for all purposes, from and after the date of recording, be the governing declaration of covenants, conditions and restrictions of the Alpine Creek Townhomes community.

The undersigned Owners hereby further confirm that **Lot 1** is is not (check applicable box) encumbered by a first mortgage lien. The Owner's first mortgage lien holder's name is: _____ (the "First Mortgage Lender"), as applicable. The Owners' First Mortgage Lender, at the Owners' request, has reviewed and approved the Amended Declaration, as evidenced by the attached "Lender Consent."

The undersigned Owner has signed this consent effective this 4th day of ~~January~~ April 2016.

LOT 1 OWNERS:
WILLIAM K. REEVES TRUST

BY: [Signature]
Its: TRUSTEE

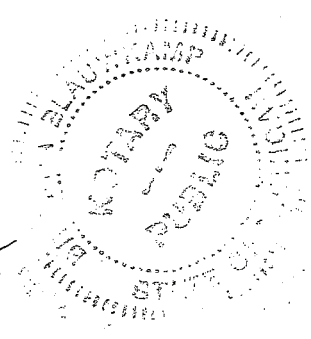
STATE OF Michigan
COUNTY OF Ottawa

The foregoing was acknowledged and executed before me this 4th day of April, 2016, by William Reeves as Trustee of William Reeves Trust

Witness my hand and official seal.

BRIANNA BLAUWKAMP
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA
MY COMMISSION EXPIRES 10/18/2018
Acting in the County of Ottawa

My commission expires: 10/18/2018
[Signature]
Notary Public



**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION FOR
ALPINE CREEK TOWNHOMES
(LOT 2)**

The undersigned owner(s) (hereinafter "Owners"), constituting all owners of **Lot 2**, Alpine Creek Townhomes, situated in the Town of Vail, County of Eagle, State of Colorado, hereby affirm consent to and approval of the Amended and Restated Declaration for Alpine Creek Townhomes (the "Amended Declaration"), to which this consent is attached as an exhibit, and request that the Alpine Creek Townhomes Association proceed with recording the Amended Declaration, which the undersigned Owners agree and understand shall for all purposes, from and after the date of recording, be the governing declaration of covenants, conditions and restrictions of the Alpine Creek Townhomes community.

The undersigned Owners hereby further confirm that **Lot 2** is is not (check applicable box) encumbered by a first mortgage lien. The Owners' first mortgage lien holder's name is: _____ (the "First Mortgage Lender"), as applicable. The Owners' First Mortgage Lender, at the Owners' request, has reviewed and approved the Amended Declaration, as evidenced by the attached "Lender Consent."

The undersigned Owner has signed this consent effective this ___ day of January 2016.

LOT 2 OWNER:

MARGARET D. HERMAN and SIDNEY N.
HERMAN REVOCABLE TRUST

BY: _____

Its: Trustee

STATE OF Illinois
COUNTY OF Cook

The foregoing was acknowledged and executed before me this 2 day of February, 2016, by Sidney N. Herman as Trustee of Sidney N. Herman Revocable Trust w/A dated 12/23/2004
Witness my hand and official seal.

My commission expires: 3/29/16

Karen Aho
Notary Public



**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION FOR
ALPINE CREEK TOWNHOMES
(LOT 3)**

The undersigned owner(s) (hereinafter "Owners"), constituting all owners of **Lot 3**, Alpine Creek Townhomes, situated in the Town of Vail, County of Eagle, State of Colorado, hereby affirm consent to and approval of the Amended and Restated Declaration for Alpine Creek Townhomes (the "Amended Declaration"), to which this consent is attached as an exhibit, and request that the Alpine Creek Townhomes Association proceed with recording the Amended Declaration, which the undersigned Owners agree and understand shall for all purposes, from and after the date of recording, be the governing declaration of covenants, conditions and restrictions of the Alpine Creek Townhomes community.

The undersigned Owners hereby further confirm that **Lot 3** is is not (check applicable box) encumbered by a first mortgage lien. The Owners' first mortgage lien holder's name is: _____ (the "First Mortgage Lender"), as applicable. The Owners' First Mortgage Lender, at the Owners' request, has reviewed and approved the Amended Declaration, as evidenced by the attached "Lender Consent."

The undersigned Owner has signed this consent effective this ___ day of January 2016.

LOT 3 OWNER:

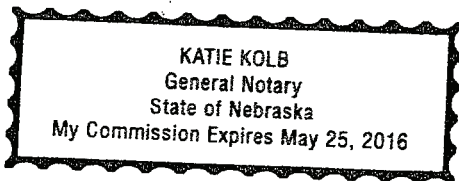
RICHARD E. ENGEL and GERTRUDE M. OLSON TRUST

BY: Richard E. Engel
Its: Gertrude M. Olson

STATE OF NEBRASKA
COUNTY OF SARBY

The foregoing was acknowledged and executed before me this 8 day of MARCH, 2016, by RICHARD E. ENGEL D.D.S., GERTRUDE OLSON of _____

Witness my hand and official seal.



My commission expires: MAY 26, 2016
[Signature]
Notary Public

LENDER CONSENT

THE UNDERSIGNED, as holder of the first mortgage encumbering **Lot 3**, Alpine Creek Townhomes, situated in the Town of Vail, County of Eagle, State of Colorado, at the request of its mortgagor, approves the recording of the Amended Declaration.

FIRST MORTGAGE LENDER NAME:

By: Richard Engelman
Its: Christine M. Olson
Date: MARCH 8, 2016

**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION FOR
ALPINE CREEK TOWNHOMES
(LOT 4)**

The undersigned owner(s) (hereinafter "Owners"), constituting all owners of **Lot 4**, Alpine Creek Townhomes, situated in the Town of Vail, County of Eagle, State of Colorado, hereby affirm consent to and approval of the Amended and Restated Declaration for Alpine Creek Townhomes (the "Amended Declaration"), to which this consent is attached as an exhibit, and request that the Alpine Creek Townhomes Association proceed with recording the Amended Declaration, which the undersigned Owners agree and understand shall for all purposes, from and after the date of recording, be the governing declaration of covenants, conditions and restrictions of the Alpine Creek Townhomes community.

The undersigned Owners hereby further confirm that **Lot 4** is is not (check applicable box) encumbered by a first mortgage lien. The Owners' first mortgage lien holder's name is: _____ (the "First Mortgage Lender"), as applicable. The Owners' First Mortgage Lender, at the Owners' request, has reviewed and approved the Amended Declaration, as evidenced by the attached "Lender Consent."

The undersigned Owner has signed this consent effective this 9th day of ~~January~~ February 2016.

LOT 4 OWNERS:

[Signature]
ADAM LESEUR

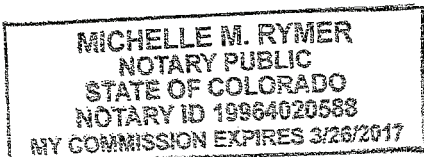
[Signature]
JUDITH LESEUR

STATE OF Colorado
COUNTY OF Eagle

The foregoing was acknowledged and executed before me this 9th day of February, 2016, by Adam Leseur (personally known or by showing ID# 921331406).

Witness my hand and official seal.

My commission expires: 3-26-17
[Signature]
Notary Public

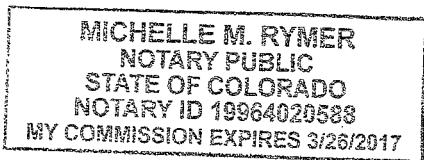


STATE OF Colorado
COUNTY OF Eagle

The foregoing was acknowledged and executed before me this 9th day of February, 2016, by Judith Leseur (personally known ___ or by showing ID# 921331407).

Witness my hand and official seal.

My commission expires: 3-26-17
Michelle M Rymer
Notary Public



**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION FOR
ALPINE CREEK TOWNHOMES
(LOT 5)**

The undersigned owner(s) (hereinafter "Owners"), constituting all owners of **Lot 5**, Alpine Creek Townhomes, situated in the Town of Vail, County of Eagle, State of Colorado, hereby affirm consent to and approval of the Amended and Restated Declaration for Alpine Creek Townhomes (the "Amended Declaration"), to which this consent is attached as an exhibit, and request that the Alpine Creek Townhomes Association proceed with recording the Amended Declaration, which the undersigned Owners agree and understand shall for all purposes, from and after the date of recording, be the governing declaration of covenants, conditions and restrictions of the Alpine Creek Townhomes community.

The undersigned Owners hereby further confirm that **Lot 5** is is not (check applicable box) encumbered by a first mortgage lien. The Owners' first mortgage lien holder's name is: _____ (the "First Mortgage Lender"), as applicable. The Owners' First Mortgage Lender, at the Owners' request, has reviewed and approved the Amended Declaration, as evidenced by the attached "Lender Consent."

The undersigned Owner has signed this consent effective this ___ day of January 2016.

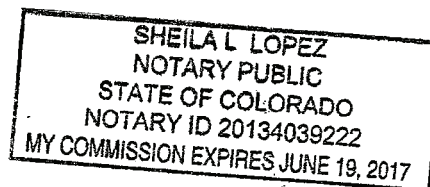
LOT-5 OWNER:

Robin F. Ouimette
ROBIN F. OUIMETTE

STATE OF CO
COUNTY OF Eagle

The foregoing was acknowledged and executed before me this 15 day of April, 2016, by Robin Ouimette (personally known ___ or by producing the following identification CO Drivers License)
Witness my hand and official seal.

My commission expires: 6/19/17
Sheila Lopez
Notary Public



LENDER CONSENT

THE UNDERSIGNED, as holder of the first mortgage encumbering **Lot 5**, Alpine Creek Townhomes, situated in the Town of Vail, County of Eagle, State of Colorado, at the request of its mortgagor, approves the recording of the Amended Declaration.

FIRST MORTGAGE LENDER NAME:

Senior

By: _____

Its: _____

Date: 5-3-16

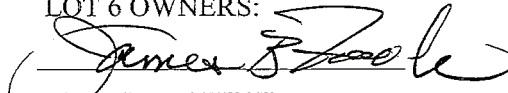
**OWNER CONSENT TO THE
AMENDED AND RESTATED DECLARATION FOR
ALPINE CREEK TOWNHOMES
(LOT 6)**

The undersigned owner(s) (hereinafter "Owners"), constituting all owners of **Lot 6**, Alpine Creek Townhomes, situated in the Town of Vail, County of Eagle, State of Colorado, hereby affirm consent to and approval of the Amended and Restated Declaration for Alpine Creek Townhomes (the "Amended Declaration"), to which this consent is attached as an exhibit, and request that the Alpine Creek Townhomes Association proceed with recording the Amended Declaration, which the undersigned Owners agree and understand shall for all purposes, from and after the date of recording, be the governing declaration of covenants, conditions and restrictions of the Alpine Creek Townhomes community.

The undersigned Owners hereby further confirm that **Lot 6** is is not (check applicable box) encumbered by a first mortgage lien. The Owners' first mortgage lien holder's name is: _____ (the "First Mortgage Lender"), as applicable. The Owners' First Mortgage Lender, at the Owners' request, has reviewed and approved the Amended Declaration, as evidenced by the attached "Lender Consent."

The undersigned Owner has signed this consent effective this ___ day of January 2016.

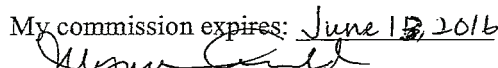
LOT 6 OWNERS:

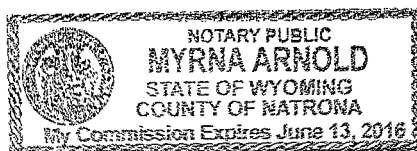

JAMES B. FOWLER


SHARON K. FOWLER

STATE OF Wyoming
COUNTY OF Natrona

The foregoing was acknowledged and executed before me this 7th day of June, 2016, by James B. Fowler (personally known ___ or producing the following identification WY DL).
Witness my hand and official seal.

My commission expires: June 13, 2016

Notary Public



STATE OF Wyoming
COUNTY OF Natrona

The foregoing was acknowledged and executed before me this 7th day of June, 2016, by Sharon K. Fowler (personally known ___ or producing the following identification WYDL).

Witness my hand and official seal.

My commission expires: June 13, 2016
Myrna Arnold
Notary Public

