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AMENDED AND RESTATED DECLARATION

OF

COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS

FOR

MINTURN TOWNE HOMES

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THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS for Minturn Towne Homes (the "Declaration") is to be made effective upon recording.

RECITALS

A. The Minturn Towne Homes, located in the County of Eagle, State of Colorado, on the real property more particularly described on **Exhibit A** attached hereto and incorporated by reference herein (the "Property"), are subject to the Declaration of Covenants, Conditions and Restrictions recorded on September 8, 2005 at Reception No. 928908 in the records of the Eagle County Clerk and Recorder (hereinafter the "Original Declaration").

B. The Owners, as defined herein, desire to amend and restate the provisions of the Original Declaration by virtue of this Amended and Restated Declaration for the following purposes: (a) to comply with the provisions of the Colorado Common Interest Ownership Act (the "Act") as set forth in Colorado Revised Statutes §38-33.3-101 *et seq.* (b) to update the Original Declaration; and (c) to remove developer provisions that are no longer applicable to the Community.

C. The Owners intend, upon the recording of this Declaration, the Original Declaration be superseded and replaced by this Declaration;

D. The Original Declaration requires the affirmative vote of the Owners representing not less than sixty-seven percent (67%) of the votes possible to be cast to amend the Original Declaration; therefore, it is certified by the President of the Association by signature below that at least 67% of the Owners have voted for or otherwise approved this Declaration.

NOW, THEREFORE, the Original Declaration is amended and restated as follows:

**ARTICLE 1
DEFINITIONS**

Section 1.1 **Definitions.** The following words when used in this Declaration, unless inconsistent with the context of this Declaration or the Act, shall have the following meanings:

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

(b) "Allocated Interests" shall mean the interest allocated to each Unit for the Common Expense liability as set forth in **Exhibit B** attached hereto and incorporated herein by reference.

(c) "Assessment" or "Common Expense Assessment" shall or may include all common expense assessments, insurance assessments, utility assessments, and any other expense levied to Units pursuant to the Declaration or the Act, including interest, late fees, attorney fees, fines, and costs.

(d) "Association" shall mean and refer to the Minturn Towne Homes Owners Association, Inc., its successors and assigns.

(e) "Board" or "Board of Directors" or "Executive Board" shall mean the body designated in the Governing Documents to act on behalf of the Association.

(f) "Bylaws" shall mean the Amended and Restated Bylaws of the Minturn Towne Homes Owners Association, Inc., as amended from time to time.

(g) "Common Elements" or "Common Area" shall mean the Property within this Community other than the Units, which shall be owned by the Owners as tenants in common, and as may be designated on the Map and in the Declaration.

(h) "Common Expenses" shall mean expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves, which are common to all Owners, regardless of class.

(i) "Community" shall mean the Minturn Towne Homes, as further defined by the recorded Map and the Declaration.

(j) "Governing Documents" shall mean the Articles of Incorporation, the Bylaws, the Declaration, the Rules and Regulations, and the Map, as they may be amended.

(k) "Limited Common Elements" shall mean those portions of the Common Elements which are limited to and reserved for the exclusive use of one or more, but fewer than all of the Units.

(l) "Map" or "Plat" shall mean the Final Plat for Minturn Towne Homes recorded on September 8, 2005 at Reception No. 928909, the Final Plat – Phase 2 recorded on March 7, 2006 at Reception No. 200605691, the Final Plat – Phase 3 recorded on December 7, 2006 at Reception No. 200633401, County of Eagle, State of Colorado, and any amendments or supplements thereto, which Maps are incorporated herein and made a part of this Declaration by reference.

(m) "Member" shall mean any Owner. The terms "Member" and "Owner" may be used interchangeably.

(n) "Owner" shall mean the owner of record title, whether one or more persons or entities, to any Unit which is a part of the Property, but excluding those having an interest in a Unit solely as security for the performance of an obligation.

(o) "Policies and Procedures" shall mean any policies and procedures duly adopted by the Association or the Executive Board, including but not limited to those policies and procedures required by the Act, including any amendments.

(p) "Property" shall mean and refer to all of the real property legally described in Exhibit A hereto

(q) "Rules and Regulations" shall mean any written instruments, however identified, which are adopted by the Association or the Executive Board for the regulation and management of the Community, including any amendment to those instruments. The current Rules and Regulations which were previously adopted are incorporated herein by reference.

(r) "Unit" shall mean a physical portion of the Community, designated for separate ownership, the boundaries of which are defined on the Map and in this Declaration.

Section 2.2 Each capitalized term not otherwise defined in this Declaration or in the Plat shall have the same meanings specified or used in the Act.

ARTICLE 2 NAME, DIVISION INTO UNITS, RESTRICTIONS ON USE

Section 2.1 Name.

The name of the community is the Minturn Towne Homes and is a condominium community pursuant to the Act.

Section 2.2 Association.

The name of the association is Minturn Towne Homes Owners Association, Inc. which has been incorporated 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 Number of Units.

The number of Units presently included in the Community is twenty-seven (27) with no additional development rights.

Section 2.4 Boundaries and Identification of Units.

The boundaries of each Unit and identification number of each Unit are shown on the Map and the boundaries are defined below and as depicted on the Map:

The individual air space which is contained within the windows, doors and finished perimeter walls, floors (or the lowermost floors, if it is an individual air space unit containing more than one level) and ceilings (or the uppermost ceilings, if it is an individual air space unit containing more than one level) of the Unit, together with all fixtures and improvements therein contained, but not including any of the Common Elements, if any, located within the Unit. The term "finished perimeter walls, floors and ceilings" as used herein shall not include any paint, carpeting, wallpaper, paneling, or other wall, floor or ceiling decorator treatment.

Section 2.5 Description of Units.

2.5.1 Title to a Unit may be held individually or in any form of concurrent ownership recognized in the State of Colorado. In case of any such 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 Unit in which he owns an interest. The parties, if more than one, having the ownership of a Unit shall agree among themselves how to share the rights and obligations of such ownership, but all such parties shall be jointly and severally liable for performance and observance of all of the duties and obligations of an Owner hereunder with respect to the Unit in which they own an interest.

2.5.2 Any contract of sale, deed, lease, Mortgage, will or other instrument affecting a Unit may describe it by Unit _____, Minturn Towne Homes, according to the Final Plat thereof recorded on September 8, 2005 at Reception No. 928909, and any amendments and supplements thereto and as defined and described in the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Minturn Towne Homes recorded on _____ at Reception No. _____, and any amendments and supplements thereto County of Eagle, State of Colorado (with applicable information filled in).

2.5.3 Each Unit shall be considered a separate parcel of real property and shall be separately assessed and taxed. Accordingly, the Common Elements shall not be assessed separately but shall be assessed with the Units as provided pursuant to Colorado Revised Statutes §39-1-103(10) and §38-33.3-105(2). No Owner of a Unit shall bring any action for partition or division of the Common Elements.

Section 2.6 Restrictions on Use.

2.6.1 *Residential.* Each Unit shall be used and occupied solely for residential purposes. The stated use and occupancy shall be only as permitted by and subject to the appropriate and applicable governmental zoning and use ordinances, rules and regulations from time to time in effect.

2.6.2 *Leases.* An Owner shall have the right to lease his Unit upon such terms and conditions as the Owner may deem advisable; provided, however, that any such leases shall be subject to the Rules and Regulations for renting of Units established by the Association or Executive Board. Owners shall be jointly and severally liable with their lessees for any default of the provisions of this Declaration, Articles, Bylaws, Rules and Regulations and Policies and Procedures of the Association.

ARTICLE 3
MEMBERSHIP AND VOTING RIGHTS; ASSOCIATION OPERATIONS

Section 3.1 The Association.

Every Owner of a Unit shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

Section 3.2 Transfer of Membership.

An Owner shall not transfer, pledge, or alienate his membership in the Association in any way, except upon the sale or encumbrance of his Unit and then only to the purchaser or Mortgagee of his Unit.

Section 3.3 Membership.

The Association shall have one (1) class of membership consisting of all Owners. Except as otherwise provided for in this Declaration, each Member shall be entitled to vote in Association matters pursuant to this Declaration based on the Allocated Interest in the Common Elements set forth in Exhibit B. The specific restrictions and procedures governing the exercise of the right to vote shall be set out in the Bylaws of the Association.

Section 4.5 Availability of Documents and Financial Records.

The Association shall make available for inspection and copying, upon request, during normal business hours or under other reasonable circumstances, to Owners, Mortgagees, and to such authorized agents of any Owner, current copies of the Association Documents, financial records and financial statements of the Association. The Association may charge a reasonable fee for copying such materials. The Association shall maintain such books and records as may be required under the Act.

Section 4.6 Information to be made available.

Within ninety (90) days after the end of each fiscal year, the Association shall make the following information available to Unit Owners upon reasonable notice and at no cost to the Owners:

- (a) The date on which its fiscal year commences;
- (b) Its operating budget for the current fiscal year;
- (c) A list, by unit type, of the association's current assessments, including both regular and special assessments;
- (d) Its annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the current annual disclosure;
- (e) The results of any financial audit or review for the fiscal year immediately preceding the current annual disclosure;
- (f) A list of all association insurance policies, including, but not limited to, property, general liability, association director and officer professional liability, and fidelity policies. Such list shall include the company names, policy limits, policy deductibles, additional named insureds, and expiration dates of the policies listed.
- (g) All the association's bylaws, articles, and rules and regulations;
- (h) The minutes of the executive board and member meetings for the fiscal year immediately preceding the current annual disclosure; and
- (i) The association's Policies and Procedures adopted under the Act.

Section 4.7 Method of Disclosure.

The disclosures shall be accomplished by one of the following means: Posting on an internet web page with accompanying notice of the web address via first-class mail or e-mail; the maintenance of a literature table or binder at the association's principal place of business; or mail or personal delivery. The cost of such distribution shall be accounted for as a common expense liability.

Section 4.8 Manager.

The Association may employ or contract for the services of a Manager to whom the Executive Board may delegate certain powers, functions, or duties of the Association, as provided in the Bylaws of the Association. The Manager shall not have the authority to make expenditures except upon prior approval and direction by the Executive Board and/or as stated in the contract for services. The Executive Board shall not be liable for any omission or improper

exercise by a Manager of any duty, power, or function so delegated by written instrument executed by or on behalf of the Executive Board.

Section 4.9 Implied Rights and Obligations.

The Association may exercise any right or privilege expressly granted to the Association in the Association Documents, and every other right or privilege reasonably implied from the existence of any right or privilege given to the Association under the Association Documents or reasonably necessary to effect any such right or privilege. The Association shall perform all of the duties and obligations expressly imposed upon it by the Association Documents and every other duty or obligation implied by the express provisions of the Association Documents or necessary to reasonably satisfy any such duty or obligation. Without limiting the generality of the foregoing, the Association is empowered to pledge its future receivables as collateral securing any loan(s) or other obligations of the Association.

Section 4.10 Limitation Upon Liability of Association.

NOTWITHSTANDING THE DUTY OF THE ASSOCIATION TO MAINTAIN AND REPAIR PORTIONS OF THE PROPERTY, AND EXCEPT TO THE EXTENT COVERED BY ASSOCIATION INSURANCE AS DESCRIBED IN ARTICLE 9, THE ASSOCIATION SHALL NOT BE LIABLE TO OWNERS FOR INJURY OR DAMAGE, OTHER THAN FOR THE COST OF MAINTENANCE AND REPAIR, CAUSED BY ANY LATENT CONDITION OF THOSE PORTIONS OF THE PROPERTY TO BE MAINTAINED AND REPAIRED BY THE ASSOCIATION, OR CAUSED BY THE ELEMENTS OR OTHER OWNERS OR PERSONS.

Section 4.11 Education and Training. As a Common Expense, the Board may authorize reimbursement of members of the Executive Board for their actual and necessary expenses incurred in attending educational meetings and seminars on responsible governance of unit owners' associations specific to Colorado. The Association shall also provide education to Owners, at no cost and on at least an annual basis, as to the general operations of the association and the rights and responsibilities of Owners, the Association, and its Executive Board under Colorado law. The criteria for compliance with this section shall be determined by the Executive Board.

**ARTICLE 5
COMMON ELEMENTS**

Section 5.1 Designation of Common Elements. Certain areas of land have been designated on the Map as Common Elements intended for the common use and enjoyment of Owners for recreation and other related activities, as provided in this Declaration and other applicable documents. The Common Elements owned by the Association are not dedicated hereby for use by the general public.

Section 5.2 Obligation of Association. The Association shall maintain and keep the Common Elements in good repair, and the cost of such maintenance shall be funded as provided in this Declaration. This maintenance shall include, but shall not be limited to, upkeep, repair and replacement, subject to any insurance then in effect, of all landscaping, walls, gates, signage, irrigation systems, sidewalks, driveways and improvements, if any (which shall include without limitation snow removal services unless performed by another private or public organization formed for such purposes), located in the Common Elements.

The Association shall be obligated to maintain the exterior of all Units which shall include and be limited to, resurfacing or painting of the exterior (including decks and porches) and roof repair, unless any of the foregoing are covered by an Owner's insurance. The Association shall have the sole discretion to determine the time and manner in which such maintenance shall be performed as well as the color or type of materials used to maintain the Units. The Owner shall be responsible for window washing, repair or replacement of broken windows or panes and all other exterior maintenance and repairs. In the event insurance proceeds are payable to an Owner but the maintenance responsibility of the area to which such proceeds relate is the Association's, the Association shall complete any such repair or replacement at the Owner's cost.

Section 5.3 Owner's Acts or Omissions. Notwithstanding anything to the contrary contained in this Declaration, in the event that the need for maintenance, repair or replacement of the Common Elements, a Lot, and any Improvements located thereon, is caused by the act or omission of any Owner, or by the act or omission of any member of such Owner's family or by a tenant, guest or invitee of such Owner, the cost of such repair, maintenance, replacement or expense to avoid such damage, shall be the personal obligation of such Owner to the extent that said Owner would be liable for the acts of such persons under the laws of the State of Colorado; and any costs, expenses and fees incurred by the Association for such maintenance, repair or replacement shall be added to the Assessment to which such Owner's Lot is subject and shall be subject to all of the terms and provisions of Article 10 of this Declaration (Assessment). A determination of the act or omission of any Owner, or any member of an Owner's family or a tenant, guest or invitee of any Owner, and the amount of the Owner's liability therefore, shall be determined by the Association at a hearing after notice to the Owner, provided that any such determination which assigns liability to any Owner pursuant to the terms of this Section may be appealed by said Owner to a court of law.

Section 5.4 Limited Common Elements. Subject to the provisions of this Declaration, every Owner shall have the exclusive right to use and enjoy the Limited Common Elements appurtenant to his Unit. Limited Common Elements, if any, are identified on the Map as "L.C.E."

Section 5.5 Limited Common Expenses. Limited Common Expenses are those which benefit fewer than all of the units. Any common expense associated with the maintenance, repair, or replacement of a Limited Common Element shall be equally assessed against the units

to which that limited common element is assigned. Any common expense or portion thereof benefiting fewer than all of the Units shall be assessed exclusively against the units benefited.

ARTICLE 6 EASEMENTS AND PARKING

Section 6.1 Owners' Easements.

Every Owner has a right and easement of enjoyment in and to the Common Elements, which shall be appurtenant to and shall pass with the title to every Unit subject to the provisions contained herein.

Section 6.2 Recorded Easements.

The Property shall be subject to all easements as shown on the Plat, any other recorded plat affecting the Property, and any other easements and licenses of record or of use as of the date of recordation of this Declaration. In addition, the Property is subject to those easements set forth in this Article 6.

Section 6.3 Other Easements.

3.3.1 Each Unit shall be subject to an easement for encroachments created by construction, settling and overhang, previously existing or as a result of any addition or improvement pursuant to this Declaration. A valid easement for such encroachments and for the maintenance of same, so long as they exist, shall and does exist. In the event any improvement is partially or totally destroyed, and then rebuilt, the Owners agree that minor encroachments of parts of the adjacent Unit due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist so long as the improvements shall stand.

3.3.2 Each Unit is subject to a blanket easement for support and a blanket easement for the maintenance of the structures or improvements presently situated, or to be built in the future, on the Property.

3.3.3 There is hereby created a blanket easement upon, across, over, in and under the Property for the benefit of the Units and the structures and improvements situated thereon for ingress and egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, telephone, cable television, and electricity. Said blanket easement includes future utility services not presently available to the Units that may reasonably be required in the future. By virtue of this easement, it shall be expressly permissible for the companies providing utilities to erect and maintain the necessary equipment on any of the Units and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of the improvements, all in a manner customary for

such companies in the area surrounding the Property, subject to approval by the Association as to locations.

3.3.4 The Units may have common access roads and/or driveways serving more than one Unit, and there is granted hereby a non-exclusive easement to the Owners of Units served by any such driveway for ingress and egress purposes over and across such driveway. No Owner shall hinder nor permit his guests to hinder reasonable access by any other Owner and his guests to the Units and parking areas.

Section 6.4 General Maintenance Easement.

An easement is hereby granted to the Association, and any member of the Executive Board or the Manager, and their respective officers, agents, employees, and assigns, upon, across, over, in, and under the Property and a right to make such use of the Property as may be necessary or appropriate to make emergency repairs, to perform the duties and functions which the Association is obligated or permitted to perform pursuant to the Governing Documents, including the right to enter upon any Unit for the purpose of performing maintenance, repair, replacement or improvement to the exterior of any Unit.

Section 6.5 Association as Attorney-in-Fact.

Each Owner, by his acceptance of a deed or other conveyance vesting in him an interest in a Unit, does irrevocably constitute and appoint the Association with full power of substitution as the Owner's name, place and stead to deal with Owner's interest in order to effectuate the rights granted to the Association, as applicable, with full power, right and authorization to execute and deliver any instrument affecting the interest of the Owner and to take any other action which the Association may consider necessary or advisable to give effect to the provisions of this Section and this Declaration generally. If requested to do so by the Association, each Owner shall execute and deliver a written, acknowledged instrument confirming such appointment.

Section 6.6 Delegation of Use.

Any Owner may delegate his right of enjoyment to the Common Elements to the members of his family, his tenants, guests, licensees, and invitees, but only in accordance with and subject to the limitations of the Governing Documents.

Section 6.7 Reservation of Easements, Exceptions, and Exclusions.

The Association is hereby granted the right to establish from time to time, by declaration or otherwise, utility and other easements, permits, or licenses over the Common Elements, for purposes including, but not limited to, streets, paths, walkways, drainage, recreation areas, parking areas, ducts, shafts, flues, and conduit installation areas, to create other reservations, exceptions, and exclusions with respect to the Common Elements for the best interest of all the Owners and the Association and to assign its right to future income, including the right to receive Assessments.

Section 6.8 Emergency Access Easement.

A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons to enter upon the Property in the proper performance of their duties.

Section 6.9 Parking. Each Unit is entitled to the exclusive ownership and use of the garage appurtenant to the Unit. The open and uncovered parking spaces shall be assigned as indicated on the Site Plan prepared by Isom and Associates dated July 31, 2007 and shall be General Common Elements. The spaces may, at the sole discretion of the Association from time to time, be assigned and reassigned to individual Unit Owners by the Association and shall be used exclusively by the assigned Unit Owner, and not by others, except by invitation.

**ARTICLE 7
COVENANTS REGARDING MAINTENANCE, PARTY WALLS**

Section 7.1 Owner's Responsibility.

The Owner shall be responsible for maintaining all portions of the Owner's Unit, which shall include without limitation, snow removal from the balconies (if any).

The Owner shall have the sole discretion to determine the manner in which such maintenance shall be performed. However, the Association shall have the right and power to prohibit storage or other activities deemed unsafe, unsightly, unreasonably noisy, or otherwise offensive to the senses and perceptible from another Unit or Common Elements and shall have the right to promulgate reasonable rules and regulations regarding maintenance by the Owners. No Owner shall make any addition or other alteration to any portion of the exterior of the Owner's Unit without the express consent of the Executive Board. The Association shall be entitled to reimbursement for costs of repair from any Owner who causes, or whose tenant, employee or guest causes, damage to the exterior of the Owner's Unit or the Common Elements by any act of negligence or willful misconduct.

Section 7.2 Party Walls.

7.2.1 The "Party Wall" shall mean any common wall adjoining two Units and shall be deemed to include the footings underlying, the portion of roof over, and the utility lines within, a common wall. The cost of reasonable repair and maintenance of a Party Wall shall be a joint expense of the Owners of the two Units sharing such Party Wall and each such Owner shall have a perpetual easement in and to that part of the Property on which the Party Wall is located, for Party Wall purposes, including maintenance, repair, and inspection. No Owner shall alter or change the Party Wall in any manner, interior decoration excepted, and the Party Wall shall always remain in the same location as when erected.

7.2.2 In the event of damage or destruction of a Party Wall from any cause, other than the negligence or willful misconduct of an Owner, the current Owners of the two Units sharing such Party Wall shall bear equally the expense to repair or rebuild said wall to its previous condition, which specifically includes the previous sound transmission coefficient, and such Owners, their successors and assigns shall have the right to the full use of said wall so repaired and rebuilt. If an Owner's negligence or willful misconduct shall cause damage to or destruction of said wall, such Owner shall bear the cost of repair and reconstruction to the extent such Owner's conduct caused such damage.

7.2.3 The Association and each of the Owners sharing a Party Wall shall have the right, and a nonexclusive easement, to break through the Party Wall for the purpose of repairing or restoring sewage, water, utilities, and structural components, subject to the obligation to restore said wall to its previous structural condition, which specifically includes the previous sound transmission coefficient, and the payment to the adjoining Owner of any damage caused thereby. Adjoining Owner shall have the right to make use of the Party Wall provided such use shall not impair the structural support or the sound transmission coefficient of the Party Wall.

Section 7.3 Maintenance Contract.

The Association or Executive Board may employ or contract for the services of an individual or maintenance company to perform certain delegated powers, functions, or duties of the Association to maintain the Common Elements. The employed individual or maintenance company shall have the authority to make expenditures upon prior approval and direction of the Executive Board. The Executive Board shall not be liable for any omission or improper exercise by the employed individual or management company of any duty, power, or function so delegated by written instrument executed by or on behalf of the Executive Board.

Section 7.4 Owner's Failure to Maintain or Repair.

In the event that a Unit and the improvements thereupon are not properly maintained and repaired, and if the maintenance responsibility for the unmaintained portion of the Unit lies with the Owner of the Unit, or in the event that the improvements on the Unit are damaged or destroyed by an event of casualty and the Owner does not take reasonable measures to diligently pursue the repair and reconstruction of the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction, then the Association, after notice to the Owner and with the approval of the Executive Board shall have the right to enter upon the Unit to perform such work as is reasonably required to restore the Unit and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Unit, upon demand. All unreimbursed costs shall be a lien upon the Unit until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid Assessment levied in accordance with Article 10 of this Declaration.

ARTICLE 8

COVENANTS AND RESTRICTIONS ON USE, ALIENATION, AND OCCUPANCY

All Property within the Community shall be held, used and enjoyed subject to the following limitations and restrictions. The strict application of the following limitations and restrictions in any specific case may be modified or waived, in whole or in part, by the Board of Directors or by an appropriate committee (subject to review by the Board of Directors) if such strict application would be unreasonable or unduly harsh under the circumstances or is inconsistent with applicable law. Any such modification or waiver must be in writing.

Section 8.1 Use/Occupancy. All Units within the Community shall be used only for those uses and/or purposes as allowed by the local zoning, control and regulation. Occupancies may also be subject to any Rules and Regulations adopted by the Association.

(a) Units. Units shall not be used for any purpose other than as a residential dwelling, except as set forth in this Section.

(i) Home Occupations in Units. Home occupations shall be allowed in Residential Units so long as such use is incidental and secondary to the use of the Residential Unit and does not change the residential character thereof and complies with local zoning ordinances and regulations. In no event shall external advertising, of any kind, be permitted. Uses which have one or more of the following characteristics are not permitted: (a) manufacturing or fabrication of any kind; (b) storage of hazardous materials; or (c) increased pedestrian traffic beyond that reasonable and customary for lodging or for residential dwelling use. In no instance shall a home occupation be visible externally, nor shall any home occupation employ any person other than the Owner.

(b) Garage Space. No garage constructed for the use of any Unit shall be used for living purposes. Living purposes, for the purposes of this Section, shall include use of the garage space for a kitchen, bedroom, bathroom, living room, family room, dining room, study or den.

Section 8.2 Nuisances.

No nuisance shall be allowed upon the Common Elements or within a Unit, nor any use or practice that is the source of annoyance to Owners or which interferes with the peaceful possession and proper use of the Property by the Owners. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist.

Section 8.3 Compliance With Other Laws. No improper, offensive or unlawful use shall be permitted within the Community or any portion thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Community or a portion thereof shall be observed.

Section 8.3 Compliance with Insurance Requirements. Except as may be approved in writing by the Association, nothing shall be done or kept on the Community which may result in a material increase in the rates of insurance or would result in the cancellation of any insurance maintained by the Association.

Section 8.4 Restriction on Signs and Advertising Devices. Except as provided in this Section or the Rules and Regulations, no sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere within the Community except such sign or signs as may be approved in writing by the Association. There is no prohibition against flying the American flag on a balcony. In regard to political signs, Owners may display one political sign per political office or ballot issue that is contested in the election. A political sign may be no larger than 38" x 48" or the maximum allowed by any applicable town or county ordinance that regulates the size of political signs on residential property, whichever is smaller.

Section 8.5 No Restrictions on Mortgaging of a Unit. There are no restrictions on the right of the Owners to mortgage or otherwise encumber their Unit. There is no requirement for the use of a specific lending institution or particular type of lender.

Section 8.6 Map Restrictions. The restrictions, if any, included on the Map for the Property are incorporated herein by this reference.

Section 8.7 Compliance with Governing Documents. Each Owner shall comply strictly with the provisions of this Declaration, the Articles of Incorporation, Bylaws, and the Rules and Regulations of the Association, as amended. The obligations, burdens, and benefits of membership in the Association concern the land and shall be covenants running with each Owner's Unit for the benefit of all other Units.

Section 8.7 Rules and Regulations. In furtherance of the provisions of this Declaration, and the general plan, Rules and Regulations concerning and governing the Community or any portion thereof may be adopted, amended, or repealed from time-to-time by the Board of Directors. The Board of Directors may establish and enforce penalties for the infraction thereof.

ARTICLE 9

MECHANIC'S LIENS

Section 9.1 No Liability.

If any Owner shall cause any material to be furnished to his Unit or any labor to be performed therein or thereon, no Owner of any other Unit shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Owner causing it to be done, and such Owner shall be solely responsible to contractors, laborers, materialmen and other persons furnishing labor or materials to his Unit. Nothing herein contained shall authorize any Owner or any person dealing through, with or under any Owner to charge the Common Elements or any Unit other than of such Owner with any mechanic's lien or other lien or encumbrance whatever and the right and power to charge any lien or encumbrance of any kind against the Common Elements or against any Owner or any Owner's Unit for work done or materials furnished to any other Owner's Unit is hereby expressly denied.

Section 9.2 Indemnification.

If, because of any act or omission of any Owner, any mechanic's or other lien or order for the payment of money shall be filed against the Common Elements or against any other Owner's Unit or an Owner or the Association (whether or not such lien or order is valid or enforceable as such), the Owner whose act or omission forms the basis for such lien or order shall at his own cost and expense cause the same to be cancelled and discharged of record or bonded by a surety company reasonably acceptable to the Association, or to such other Owner or Owners, within thirty (30) 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, without limitation, reasonable attorneys' fees resulting therefrom.

Section 9.3 Association Action.

Labor performed or materials furnished for the Common Elements, if duly authorized by the Association in accordance with this Declaration or its bylaws, shall be deemed to be performed or furnished with the express consent of each Owner and shall be the basis for the filing of a lien if authorized by law against the Common Elements. Any such lien shall be limited to the Common Elements and no lien may be effected against an individual Unit or Units

ARTICLE 10

INSURANCE AND FIDELITY BONDS

Section 10.1 General Insurance Provisions.

The Association shall maintain, to the extent reasonably available:

10.1.1 Property insurance on the Common Elements and Common Elements for broad form covered causes of loss; except that the total amount of insurance must be 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; and

10.1.2 Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Elements and Elements and the Association, in an amount deemed sufficient in the judgment of the Executive Board, insuring the Executive Board, the Association, the Manager, and their respective employees, agents, and all persons acting as agents. 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 Elements. The insurance shall cover claims of one or more insured parties against other insured parties.

10.1.3 The Association may carry such other and further insurance that the Executive Board considers appropriate, including insurance on Units that the Association is not obligated to insure to protect the Association or the Owners.

Section 10.2 Cancellation.

If the insurance described in Section 10.1 is not reasonably available, or if any policy of such insurance is cancelled or not renewed without a replacement policy therefore having been obtained, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Owners.

Section 10.3 Policy Provisions.

Insurance policies carried pursuant to Section 10.1 must provide that:

10.3.1 Each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Elements or membership in the Association;

10.3.2 The insurer waives its rights to subrogation under the policy against any Owner or member of his household;

10.3.3 No act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and

If, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

Section 10.4 Insurance Proceeds.

Any loss covered by the property insurance policy described in Section 10.1 must be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a security interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Owners and Mortgagees as their interests may appear. Subject to the provisions of Section 10.7 below, the proceeds must be disbursed first for the repair or restoration of the damaged property, and the Association, Owners and Mortgagees are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored or the regime created by this Declaration is terminated.

Section 10.5 Association Policies.

The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles, and any other matters of claims adjustment. To the extent the Association settles claims for damages to real property, it shall have the authority to assess negligent Owners causing such loss or benefiting from such repair or restoration all or any equitable portion of the deductibles paid by the Association.

Section 10.6 Insurer Obligation.

An insurer that has issued an insurance policy for the insurance described in Section 10.1 shall issue certificates or memoranda of insurance to the Association and, upon request, to any Owner or Mortgagee. Unless otherwise provided by statute, the insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association and to each Owner and Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last-known addresses.

Section 10.7 Repair and Replacement.

10.7.1 Any portion of the common interest community for which insurance is required under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association unless:

10.7.1.1 The regime created by this Declaration is terminated by law;

10.7.1.2 Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or

10.7.1.3 Sixty-seven percent (67%) of the Owners vote not to rebuild.

10.7.2 The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense. If the entire Common Elements is not repaired or replaced, the insurance proceeds attributable to the damaged Common Elements must be used to restore the damaged area to a condition compatible with the remainder of the Project and except to the extent that other persons will be distributees, the insurance proceeds must be distributed to all the Owners or Mortgagees, as their interests may appear in proportion to the Common Expense liabilities of all the Units.

Section 10.8 Common Expenses.

Premiums for insurance that the Association acquires and other expenses connected with acquiring such insurance are Common Expenses.

Section 10.9 Fidelity Insurance.

To the extent reasonably available, fidelity bonds may be maintained by the Association to protect against dishonest acts on the part of its officers, directors, trustees, and employees and on the part of all others who handle or are responsible for handling the funds belonging to or administered by the Association in an amount not less than two quarters' current Assessments plus reserves as calculated from the current budget of the Association. In addition, if responsibility for handling funds is delegated to a Manager, such bond may be obtained for the Manager and its officers, employees, and agents, as applicable. Any such fidelity coverage shall name the Association as an obligee and such bonds shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions.

Section 10.10 Worker's Compensation Insurance.

The Executive Board shall obtain worker's compensation or similar insurance with respect to its employees, if applicable, in the amounts and forms as may now or hereafter be required by law.

Section 10.11 Other Insurance.

The Association shall also maintain insurance to the extent reasonably available and in such amounts as the Executive Board may deem appropriate on behalf of Directors against any liability asserted against a Director or incurred by him in his capacity of or arising out of his status as a Director. The Executive Board may obtain insurance against such other risks of a similar or dissimilar nature as it shall deem appropriate with respect to the Association's responsibilities and duties.

Section 10.12 Insurance Obtained by Owners.

Each Owner shall obtain and at all times maintain physical damage and liability insurance for such Owner's benefit, at such Owner's expense, covering the full replacement value of the Owner's Unit. Any insurance obtained by an Owner shall include a provision waiving the particular insurance company's right of subrogation against the Association and other Owners.

Each Owner shall obtain and at all times maintain physical damage and liability insurance for such Owner's benefit, at such Owner's expense, covering the full replacement value of the Owner's personal property and personal liability insurance in a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) in respect to bodily injury or death to any number of persons arising out of one accident or disaster, or for damage to personal property, and if higher limits shall at any time be customary to protect against tort liability such higher limits shall be carried. In addition, an Owner may obtain such other and additional insurance coverage on the Unit as such Owner in the Owner's sole discretion shall conclude to be desirable; provided, however, that none of such insurance coverage obtained by the Owner shall operate to decrease the amount which the Executive Board, on behalf of all Owners, may realize under any policy maintained by the Executive Board or otherwise affect any insurance coverage obtained by the Association or cause the diminution or termination of that insurance coverage. Any insurance obtained by an Owner shall include a provision waiving the particular insurance company's right of subrogation against the Association and other Owners. No Owner shall obtain separate insurance policies on the Common Elements.

All Owners are required to maintain on file copies of all such current policies to evidence their obligations hereunder and to facilitate recovery of all appropriate awards or proceeds by the Association.

**ARTICLE 11
ASSESSMENTS**

Section 11.1 Obligation.

Each Owner, by accepting a deed for a Unit, is deemed to covenant to pay to the Association the following: (1) the annual Common Expense Assessment imposed by the Executive Board as necessary to meet the Common Expenses of maintenance, operation, and management of the Common Elements and to perform the functions of the Association; (2) Special Assessments for capital improvements and other purposes as stated in this Declaration, if permitted under the Act; and (3) Default Assessments which may be assessed against a Unit for the Owner's failure to perform an obligation under the Association Documents or because the Association has incurred an expense on behalf of the Owner under the Association Documents.

Section 11.2 Purpose of Assessments.

The Assessments shall be used exclusively to promote the health, safety and welfare of the Owners and occupants of the Minturn Towne Homes and for the improvement and

maintenance of the Common Elements, and other areas of Association responsibility referred to herein, as more fully set forth in this Article below.

Section 11.3 Apportionment of Assessments.

Except as provided in this Declaration, all Common Expense Assessments shall be assessed against all Units in accordance with the formula for liability for the Common Expenses as set forth in this Declaration. Common Expense Assessments are currently allocated among the Unit Owners as set forth in Exhibit B of this Declaration.

Section 11.4 Basis of Assessments. Common Expense Assessments may be made on an annual basis, subdivided into monthly, quarterly, or annual payments, and shall be based upon the Association's advance budgets of the cash requirements needed by it to provide for the administration and performance of its duties during such Assessment year. The payment of assessments is subject to the Policies and Procedures currently in place for the Association.

Section 11.5 Budget

(a) *Proposed Budget.* In regard to the budgets for Common Expense Assessments and any other class of Assessments, prior to the beginning of each fiscal year of the Association, the Board shall adopt a proposed budget for that year. Estimated Common Expenses shall include, but shall not be limited to, the cost of routine maintenance and operation of the Common Elements and exterior areas; expenses of management; and insurance premiums for insurance coverage as deemed desirable or necessary by the Association; care of grounds within the Common Elements, including landscaping; routine repairs and renovations within the Common Elements; wages; common water and utility charges for the Common Elements; legal and accounting fees; management fees; expenses and liabilities incurred by the Association under or by reason of this Declaration; payment of any default remaining from a previous assessment period; and the creation of a reasonable contingency or other reserve or surplus fund for general, routine maintenance, repairs, and replacement of improvements within the Common Elements on a periodic basis, as needed.

(b) *Budget Approval.* Within ninety (90) days after the adoption of any proposed budget for the Association, the Executive Board shall mail, by ordinary first-class mail, or otherwise deliver a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing or other delivery of the summary. Notice of the meeting shall be given as provided in the Bylaws. Unless at that meeting a majority of all Owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the Executive Board. The Executive Board shall adopt a budget and submit the budget to a vote of the Owners as provided herein no less frequently than annually.

The omission or failure of the Association to fix the Assessments for any assessment period shall not be deemed a waiver, modification, or release of the Owners from their obligation to pay the same. The Association shall have the right, but not the obligation, to make prorated refunds of any Assessments in excess of the actual expenses incurred in any fiscal year.

Section 11.6 Special Assessments. In addition to the Assessments authorized by this Article, the Association, if permitted under the Act, may levy in any fiscal year one or more Special Assessments, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of improvements within the Common Elements or for any other expense incurred or to be incurred as provided in this Declaration. This Section 11.6 shall not be construed as an independent source of authority for the Association to incur expense, but shall be construed to prescribe the manner of assessing expenses authorized by other sections of this Declaration, and in acting under this Section, the Association shall make specific references to this Section. Any amounts assessed pursuant to this Section shall be assessed to Owners in the same proportion as provided for Annual Assessments subject to the requirements that any extraordinary maintenance, repair or restoration work on fewer than all of the Units shall be borne by the Owners of those affected Units only; and any extraordinary insurance costs incurred as a result of the value of a particular Owner's residence or the actions of a particular Owner (or his agents, servants, guests, tenants, or invitees) shall be borne by that Owner. Special Assessments shall be based on a budget adopted in accordance with Section 11.3 above provided that, if necessary, the Association may adopt a new budget pursuant to Section 11.3 prior to levying a Special Assessment. Notice in writing in the amount of such Special Assessments and the time for payment of the Special Assessments shall be given promptly to the Owners, and no payment shall be due less than ten (10) days after such notice shall have been given.

Section 11.7 Default Assessments.

All monetary fines assessed against an Owner pursuant to the Association Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Association Documents, shall be a Default Assessment and shall become a lien against such Owner's Unit which may be foreclosed or otherwise collected as provided in this Declaration. Notice of the amount and due date of such Default Assessment shall be sent to the Owner subject to such Assessment at least ten (10) days prior to the due date.

Section 11.8 Supplemental Assessments. The Association shall have the right to add to any Owner's Assessment as provided in this Article the following:

- (a) those amounts expended by the Association for the benefit of any individual Unit or any occupant thereof, including but not limited to: Unit insurance; improvement, repair, replacement and maintenance specific to a Unit; improvement, repair, replacement and maintenance caused by the negligent or willful acts of any

Owner, his or her guest, employee, licensee, lessee or invitee as set forth in this Declaration;

(b) any extraordinary maintenance, repair, improvement and replacement costs of any area which the Association maintains required on fewer than all the Units;

(c) any extraordinary insurance costs incurred as a result of the value of a particular Owner's Unit or the actions of an Owner (or his agents, guests, licensees, invitees or lessees); and

(d) Any other expenditures or charges which the Board, in its sole discretion, chooses to allocate to a Unit and are reasonably determined to be allocable to a particular Unit.

Section 11.9 Effect of Nonpayment; Assessment Lien.

Any Assessment installment, whether pertaining to any Annual, Special, Default or Supplemental Assessment, which is not paid on or before its due date shall be delinquent. If an Assessment installment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

11.9.1 Assess a late charge for each delinquency in such amount as the Association deems appropriate;

11.9.2 Assess an interest charge from the due date at a lawful rate as the Executive Board may establish not to exceed twenty-one percent (21%) per annum;

11.9.3 Suspend the voting rights of the Owner during any period of delinquency;

11.9.4 Accelerate all remaining Assessment installments so that unpaid Assessments for the remainder of the fiscal year shall be due and payable at once;

11.9.5 Bring an action at law against any Owner personally obligated to pay the delinquent Assessments; and

11.9.6 Proceed with foreclosure as set forth in more detail below.

Assessments chargeable to any Unit shall constitute a lien on such Unit. The Association may institute foreclosure proceedings against the defaulting Owner's Unit in the manner for foreclosing a mortgage on real property under the laws of the State of Colorado. In the event of any such foreclosure, the Owner shall be liable for the amount of unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, the cost and expenses for filing the notice of the claim and lien, and all reasonable attorney's fees incurred in

connection with the enforcement of the lien. The Association shall have the power to bid on a Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same.

Section 11.10 Personal Obligation.

The amount of any Assessment chargeable against any Unit shall be a personal and individual debt of the Owner of same. No Owner may exempt himself from liability for the Assessment by abandonment of his Unit or by waiver of the use or enjoyment of all or any part of the Common Elements. Suit to recover a money judgment for unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, and all reasonable attorney's fees in connection therewith shall be maintainable without foreclosing or waiving the Assessment lien provided in this Declaration.

Section 11.11 Successor's Liability for Assessments; Subordination of Lien.

The provisions of the Act shall govern and control (a) the obligations of successors to the fee simple title of a Unit on which Assessments are delinquent and (b) the subordination of the lien for the Assessments provided for in this Declaration.

Section 11.12 Payment by Mortgagee.

Any Mortgagee holding a lien on a Unit may pay any unpaid Assessment payable with respect to such Unit, together with any and all costs and expenses incurred with respect to the lien, and upon such payment that Mortgagee shall have a lien on the Unit for the amounts paid with the same priority as the lien of the Mortgage.

Section 11.13 Escrow Agreement with Mortgagee.

The association may enter into an escrow agreement with the holder of a Unit Owner's mortgage so that assessments may be combined with the Unit Owner's mortgage payments and paid at the same time and in the same manner; except that any such escrow agreement shall comply with any applicable rules of the federal housing administration, department of housing and urban development, veterans' administration, or other government agency.

Section 11.14 Statement of Status of Assessment Payment.

Upon payment of a reasonable fee set from time to time by the Executive Board and upon written request delivered personally or by certified mail, first-class postage prepaid, return receipt requested to the Association's registered agent, the Association shall furnish to any Owner, Mortgagee, prospective Mortgagee, or their designees a written statement setting forth the amount of the unpaid Assessments, if any, with respect to such Unit. The statement shall be furnished within fourteen (14) calendar days after receipt of the request and is binding on the association, the executive board, and every unit owner. If no statement is furnished to the unit owner or holder of a security interest or his or her designee, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, to the inquiring party, then the association shall have no right to assert a lien upon the unit for unpaid assessments which were

due as of the date of the request. The Association shall maintain financial records sufficiently detailed to enable the Association to comply with this section.

Section 11.15 Assessment Reserves. Each Owner may be required to deposit and maintain continuously with the Association an amount equal to up to two (2) times the amount of the estimated quarterly installment of annual Common Assessments, such reserve amount to be held without interest accruing to the Unit Owner, which sum shall be used by the Association or Managing Agent as a reserve for purchase of equipment, supplies, and for working capital of the Association; such advance payment shall not relieve an Owner from making any regular installment payment of the General Common Assessment as same becomes due, nor shall the Association be required to deduct from such advance payment sums due for Common Assessments by a Unit Owner prior to instituting any proceedings against the Unit Owner for delinquent Common Assessments. In the event the Association shall draw from such advance payment applicable to a Unit Owner, the Unit Owner expressly agrees following ten (10) days' prior written notice from the Association, to repay such amounts to the Association in order to properly maintain the reserve account applicable to such Unit, and such amount to be repaid shall have the same status of the Common Assessment for purposes of the collection, enforcement and assessment lien provisions of this Declaration. Upon the sale of a Unit, an Owner shall be entitled to a credit from his purchaser for the remaining balance of such reserve account applicable to the Owner's Unit.

ARTICLE 12 ASSOCIATION AS ATTORNEY-IN-FACT

Each Owner hereby irrevocably appoints the Association as the Owner's true and lawful attorney-in-fact for the purposes of dealing with any improvements covered by insurance written in the name of the Association upon their damage or destruction, or a complete or partial taking as provided below. Acceptance by a grantee of a deed or other instrument of conveyance or any other instrument conveying any portion of the Property shall constitute appointment of the Association as the grantee's attorney-in-fact, and the Association shall have full authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary to exercise the powers granted to the Association as attorney-in-fact.

ARTICLE 13 DAMAGE OR DESTRUCTION; OBSOLESCENCE

Section 13.1 The Role of the Executive Board.

Except as provided in Section 13.6, in the event of damage to or destruction of all or part of any Common Elements improvement, or other property covered by insurance written in the name of the Association under Article 10, the Executive Board shall arrange for and supervise the prompt repair and restoration of the damaged property (the property insured by the

Association pursuant to Article 10 is sometimes referred to as the "Association-Insured Property").

Section 13.2 Estimate of Damages or Destruction.

As soon as practicable after an event causing damage to or destruction of any part of the Association-Insured Property, the Executive Board shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction. "Repair and reconstruction" as used in Article 13 shall mean restoring the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction. Such costs may also include professional fees and premiums for such bonds as the Executive Board or the Insurance Trustee, if any, determines to be necessary.

Section 13.3 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.

Section 13.4 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 Association-Insured Property.

If the proceeds of the Association's insurance are insufficient to pay the estimated or actual cost of such repair, replacement, or reconstruction, or if upon completion of such work the insurance proceeds for the payment of such work are insufficient, the Association may, pursuant to Article 11, Section 11.6, if permitted under the Act, 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 levies may be made in like manner if the amounts collected prove insufficient to complete the repair, replacement, or reconstruction.

Section 13.5 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 the Special Assessments. 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 Unit, first to the Mortgagees and then to the Owners, as their interests appear.

Section 13.6 Decision Not to Rebuild Common Elements.

If Owners representing not less than sixty-seven percent (67%) of the total allocated votes in the Association, fifty-one percent (51%) of the Mortgagees holding First Mortgages (based on one (1) vote for each Mortgage which encumbers a Unit), and all directly adversely affected Owners agree in writing not to repair and reconstruct improvements within the Common Elements; and, if no alternative improvements are authorized, then, in that event the damaged property shall be restored to its natural state and maintained as an undeveloped portion of the Common Elements by the Association in a neat and attractive condition. Any remaining insurance proceeds shall be distributed in accordance with the Act.

**ARTICLE 14
CONDEMNATION**

Section 14.1 Rights of Owners.

Whenever all or any part of the Common Elements shall be taken by any authority having power of condemnation or eminent domain or whenever all or any part of the Common Elements is conveyed in lieu of a taking under threat of condemnation by the Executive Board 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, unless otherwise prohibited by law.

Section 14.2 Partial Condemnation; Distribution of Award; Reconstruction.

The award made for such taking shall be payable to the Association as trustee for those Owners for whom use of the Common Elements was conveyed and, unless otherwise required under the Act, the award shall be disbursed as follows:

If the taking involves a portion of the Common Elements on which improvements have been constructed, then, unless within sixty (60) days after such taking Owners who represent at least 67% of the votes of all of the Owners shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Elements to the extent lands are available for such restoration or replacement in accordance with plans approved by the Executive Board. If such improvements are to be repaired or restored, the provisions in Article 13 above regarding the disbursement of funds in respect to casualty damage or destruction that is to be repaired shall apply. If the taking does not involve any improvements on the Common Elements, or if there is a decision made not to repair or restore, 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 Unit among the Owners, first to the Mortgagees and then to the Owners, as their interests appear.

Section 14.3 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 portion of the condemnation award attributable to the Common Elements shall be distributed as provided in Article 13, Section 13.5 above.

**ARTICLE 15
DESIGN REVIEW**

Section 15.1 Approval by Executive Board. No alteration of the exterior of a Unit, including repainting of the structure and the addition of any outdoor lighting or the construction of any other item, shall be made unless first approved in writing by the Executive Board. The Executive Board shall exercise its best judgment to the end that all modifications to structures and on land within the Property conform to and harmonize with existing surroundings and structures. The Executive Board has the absolute right to deny any requested changes which the Executive Board reasonably determines do not conform to and harmonize with existing surroundings and structures.

**ARTICLE 16
RIGHTS OF SECURED LENDERS**

The following provisions are for the benefit of holders, insurers, or guarantors of First Mortgages or Deeds of Trust on Units (the "Secured Lenders"). To the extent permitted under Colorado law and applicable, necessary, or proper, the provisions of this Article 16 apply to this Declaration and also to the Articles and Bylaws.

Section 16.1 Approval Requirements.

Unless at least sixty-seven percent (67%) of the Secured Lenders (based on one vote for each mortgage owned), and at least sixty-seven percent (67%) of the Owners have given their prior written approval, the Association shall not be entitled to:

16.1.1 By act or omission seek to abandon, partition, subdivide, sell, or transfer all or part of the Common Elements (provided, however, that the granting of easements or rights of way for public utilities or for other purposes consistent with the intended use of such Common Elements shall not be deemed a transfer within the meaning of this clause);

16.1.2 Fail to maintain insurance required to be maintained under this Declaration;

16.1.3 Use hazard insurance proceeds for losses to improvements in the Common Elements for other than the repair, replacement, or reconstruction of such property.

Section 16.2 Title Taken by Secured Lender.

Any Secured Lender who obtains title to the Unit pursuant to remedies exercised in enforcing the First Mortgage, including foreclosure of the First Mortgage or acceptance of a deed in lieu of foreclosure, will be liable for all Assessments due and payable as of the date title to the Unit (i) is acquired or (ii) could have been acquired under the statutes of Colorado governing foreclosures, whichever is earlier. Such Secured Lender shall also become liable for any Assessments having priority over the First Mortgage pursuant to the terms and provisions of the Act.

Section 16.3 Distribution of Insurance or Condemnation Proceeds.

In the event of a distribution of insurance proceeds or condemnation awards allocable among the Units for losses to, or taking of, all or part of the Common Elements, neither the Owner nor any other person shall take priority in receiving the distribution over the right of any Secured Lender against the Unit.

Section 16.4 Right to Pay Taxes and Charges.

Secured Lenders may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Elements, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such Common Elements, and mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

ARTICLE 17

DURATION OF COVENANTS AND AMENDMENT OF DECLARATION

Section 17.1 Term.

The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity, subject to the termination provisions of the Act.

Section 17.2 Amendment.

This Declaration and/or the Plat, may be amended at any time by the affirmative vote or agreement of Owners holding not less than sixty-seven (67%) of the votes possible to be cast at a meeting of the Owners called for that purpose, except as limited by Article 16. Any amendment must be executed by the President of the Association and recorded, and approval of such amendment may be shown by attaching a certificate of the Secretary of the Association to the recorded instrument certifying the approval of a sufficient number of Owners of the amendment.

Section 17.3 Expenses.

All expenses associated with preparing and recording an amendment to the Declaration shall be the sole responsibility of the Association, unless otherwise provided by the Act.

ARTICLE 18
LIMIT ON TIMESHARING

No Units shall be used (i) for the operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years, or (ii) for the operation of a reservation or time-use system among co-Owners or a Unit managed by a party other than the co-Owners themselves or a system whereby co-Owners are required as a condition of purchase of a fractional interest in the Unit to subject the fractional interest to a pre-determined reservation or time-use system among co-Owners, regardless of whether or not the co-Owner may later opt out of such system and regardless of whether the reservation or time-use system is recorded or unrecorded, fixed or floating.

ARTICLE 19
ACKNOWLEDGMENTS

Each Owner is hereby advised of the following matters affecting the Property and the Owners' use and enjoyment thereof:

Section 19.1 Mountain Conditions.

Each Owner acknowledges that ownership of real property in mountain areas involves certain inherent inconveniences. These include, but are not limited to, (a) dripping water onto decks and porches from snow melt, (b) snow and ice build-up on roofs, decks and porches during winter months, and the need to remove snow from roofs and decks to prevent damage from overloading such structures, (c) the need to open windows to cool a residence, and (d) other inconveniences arising from the sometimes severe winter conditions in the Rocky Mountains.

Section 19.2 Security Disclaimer. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve security in the Community, including but not limited to, limiting access to the Community; however, each Owner, for himself or herself and his or her tenants, guests, licensees and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security in the Community. Furthermore, the Association does not guarantee that non-owners will not gain access to the Community and commit criminal acts in the Community, nor does the Association guarantee that criminal acts in the Community will not be committed by Owners or their guests or invitees. It shall be the responsibility of each Owner to protect his or her person and property and all responsibility to provide such security shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide security or the ineffectiveness of measures taken.

ARTICLE 20 GENERAL PROVISIONS

Section 20.1 Enforcement.

Except as otherwise provided in this Declaration, the Executive Board, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Executive Board of the Association or by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter. Failure to comply strictly with the provisions of this Declaration, the Articles, Bylaws, Rules and Regulations, Policies and Procedures shall be grounds for an action to recover sums due for damages or injunctive relief or both, together with reasonable attorney fees, and court costs.

Section 20.2 Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 20.3 Conflicts Between Documents.

In case of conflict between this Declaration and the Articles and the Bylaws of the Association, this Declaration shall control. In case of conflict between the Articles and the Bylaws, the Articles shall control.

Section 20.4 Owner's and Association's Address for Notices.

If there is more than one owner of a Unit, all Owners the Unit shall have one mailing address to be registered with the Association and used by the Association or other Owners for notices, demands, and all other communications regarding Association matters. The Owner or Owners of a Unit shall furnish such address to the Association within five (5) days after transfer of title to the Unit to such Owner or Owners. Such registration shall be in written form and signed by all of the Owners of the Unit or by such persons as are authorized by law to represent the interests of all Owners of the Unit.

If no address is registered or if all of the Owners cannot agree, then the address set forth in the deed to the Unit shall be deemed their registered address until another registered address is furnished as required under this Section.

If the address of the Unit is the registered address of the Owners, then any notice shall be deemed duly given if delivered to any person occupying the Unit or, if the Unit is unoccupied, if the notice is held and available for the Owners at the principal office of the Association.

Any notice delivered to a Secured Lender in accordance with the terms of this Declaration shall be sent to the address for such party specified in the First Mortgage unless the Secured Lender notifies the Association in writing of a different address.

All notices and demands intended to be served upon the Executive Board shall be sent to such address as the Executive Board may designate from time to time by notice to all of the Owners.

All notices given in accordance with this Section shall be sent by personal delivery, which shall be effective upon receipt; by overnight courier service, which shall be effective one business day following timely deposit with the courier service; or regular, registered or certified mail, postage prepaid, which shall be effective three (3) days after deposit in the U.S. mail.

IN WITNESS WHEREOF, the President of the Association has executed this Declaration on the date of her signature below.

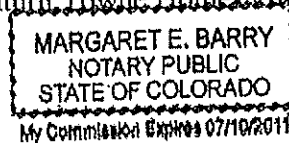
Minturn Towne Homes Owners Association,
Inc.,
a Colorado nonprofit corporation .

By: Marka Brenner
Marka Brenner, President

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

Marka Brenner The foregoing Declaration was acknowledged before me on this 26th day of August, by Marka Brenner as President of Minturn Towne Homes Owners Association, Inc. a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: 7-10-2011



[Signature]
Notary Public

CERTIFICATE OF THE SECRETARY OF THE ASSOCIATION

I, Michael W Peck, Secretary of the Minturn Towne Home Owners Association, Inc., hereby certify that the requisite number of votes were made in favor of amending and restating the declaration as follows:

FOR: 67% or more

AGAINST:



Michael Peck, Secretary

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lots 1-10, Block A, Taylor's Addition to Minturn, together with the Taylor Avenue R.O.W. adjacent to said Lots 1-10; Lots 1-4, Block A, Booco's Addition to Minturn; and a parcel of land "Parcel A", located in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 26, Township 5 South, Range 81 West of the Sixth Principal Meridian, as described in a document recorded on December 22, 2000 at Reception No. 746799 in the office of the Eagle county Clerk and Recorder.

EXHIBIT B

ALLOCATED INTERESTS

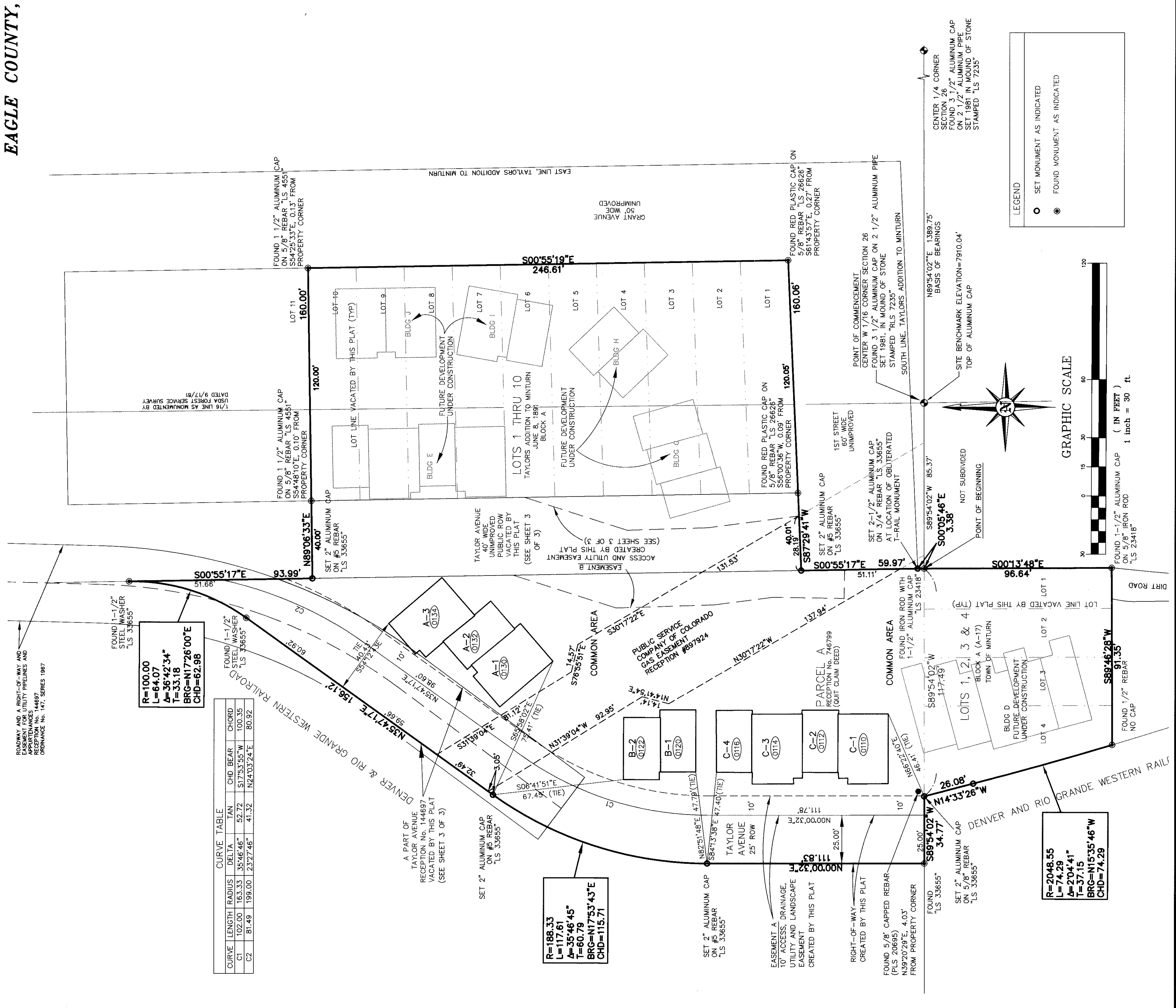
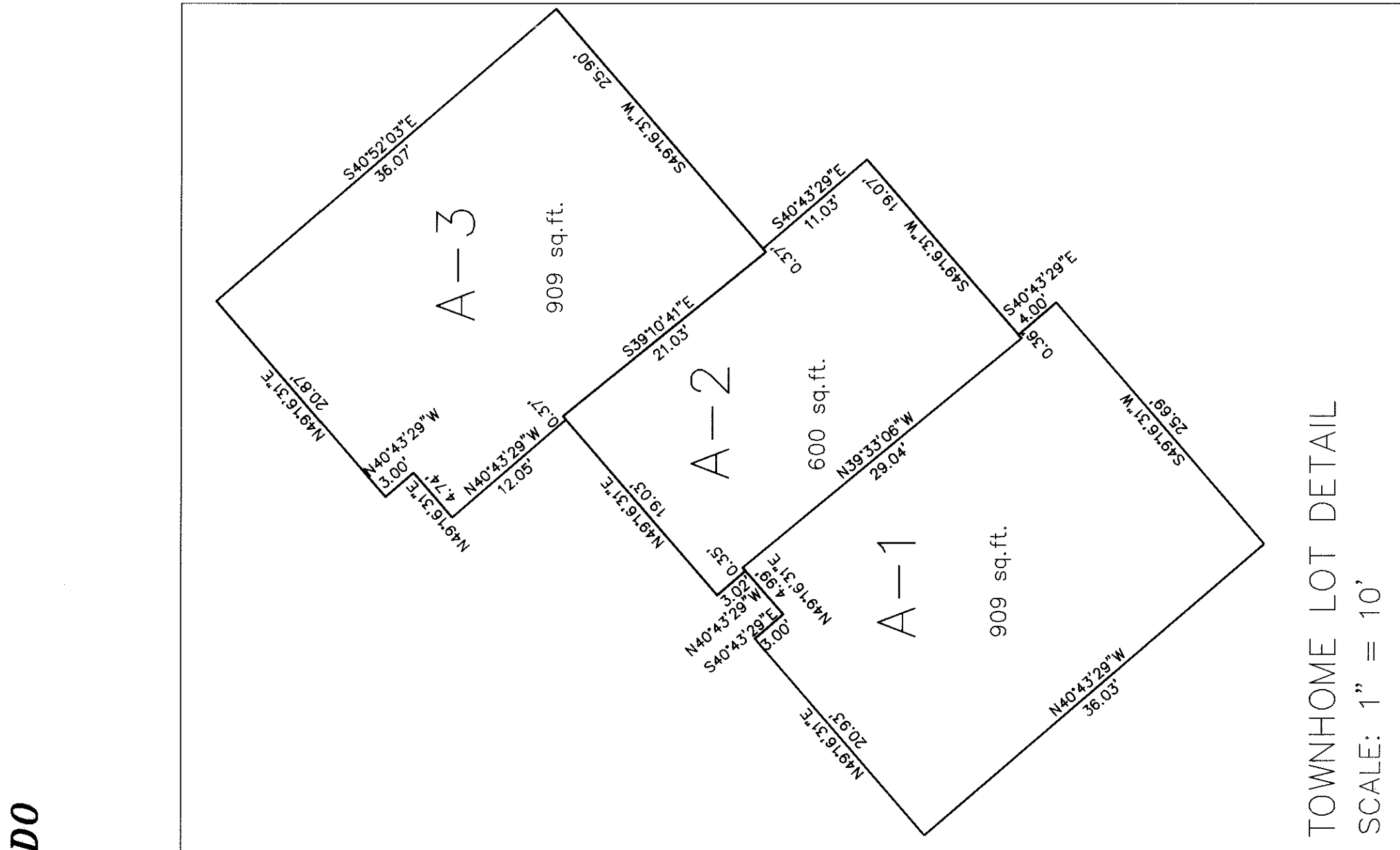
The Common Elements are divided into the following Allocated Interests based on the original calculation by the Declarant:

UNIT NUMBER	ALLOCATED INTEREST
Unit A-1 (130 Taylor Ave.)	4.3389%
Unit A-2 (132 Taylor Ave.)	3.0269%
Unit A-3 (134 Taylor Ave.)	4.3389%
Unit B-1 (122 Taylor Ave.)	3.0269%
Unit B-2 (120 Taylor Ave.)	3.0269%
Unit C-1 (116 Taylor Ave.)	3.0269%
Unit C-2 (114 Taylor Ave.)	4.3389%
Unit C-3 (112 Taylor Ave.)	3.0269%
Unit C-4 (110 Taylor Ave.)	4.3389%
Unit D-1 (109 Lions Lane)	3.8915%
Unit D-2 (107 Lions Lane)	3.8915%
Unit D-3 (105 Lions Lane)	3.8915%
Unit D-4 (103 Lions Lane)	3.5046%
Unit D-5 (101 Lions Lane)	3.5046%
Unit E-1 (156 Lions Lane)	3.0269%
Unit E-2 (154 Lions Lane)	4.3389%

Unit E-3 (152 Lions Lane)	3.0269%
Unit E-4 (150 Lions Lane)	4.3389%
Unit G-1 (114 Lions Lane East)	3.3333%
Unit G-2 (112 Lions Lane East)	3.3333%
Unit G-3 (112 Lions Lane East)	3.0269%
Unit H-1 (122 Lions Lane East)	3.3333%
Unit H-2 (120 Lions Lane East)	3.3333%
Unit I-1 (132 Lions Lane East)	4.8004%
Unit I-2 (130 Lions Lane East)	3.3333%
Unit J-1 (142 Lions Lane East)	4.8004%
Unit J-2 (140 Lions Lane East)	4.8004%



FINAL PLAT
MINTURN TOWNE HOMES
***A RESUBDIVISION OF LOTS 1-10, BLOCK A, TAYLOR'S ADDITION TO MINTURN;
LOTS 1-4, BLOCK A, BOOCO'S ADDITION TO MINTURN; AND A PARCEL OF LAND LOCATED IN
THE SW1/4 OF THE NW1/4 OF THE NW1/4 OF SECTION 26,
TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN
TOWN OF MINTURN***
EAGLE COUNTY, COLORADO



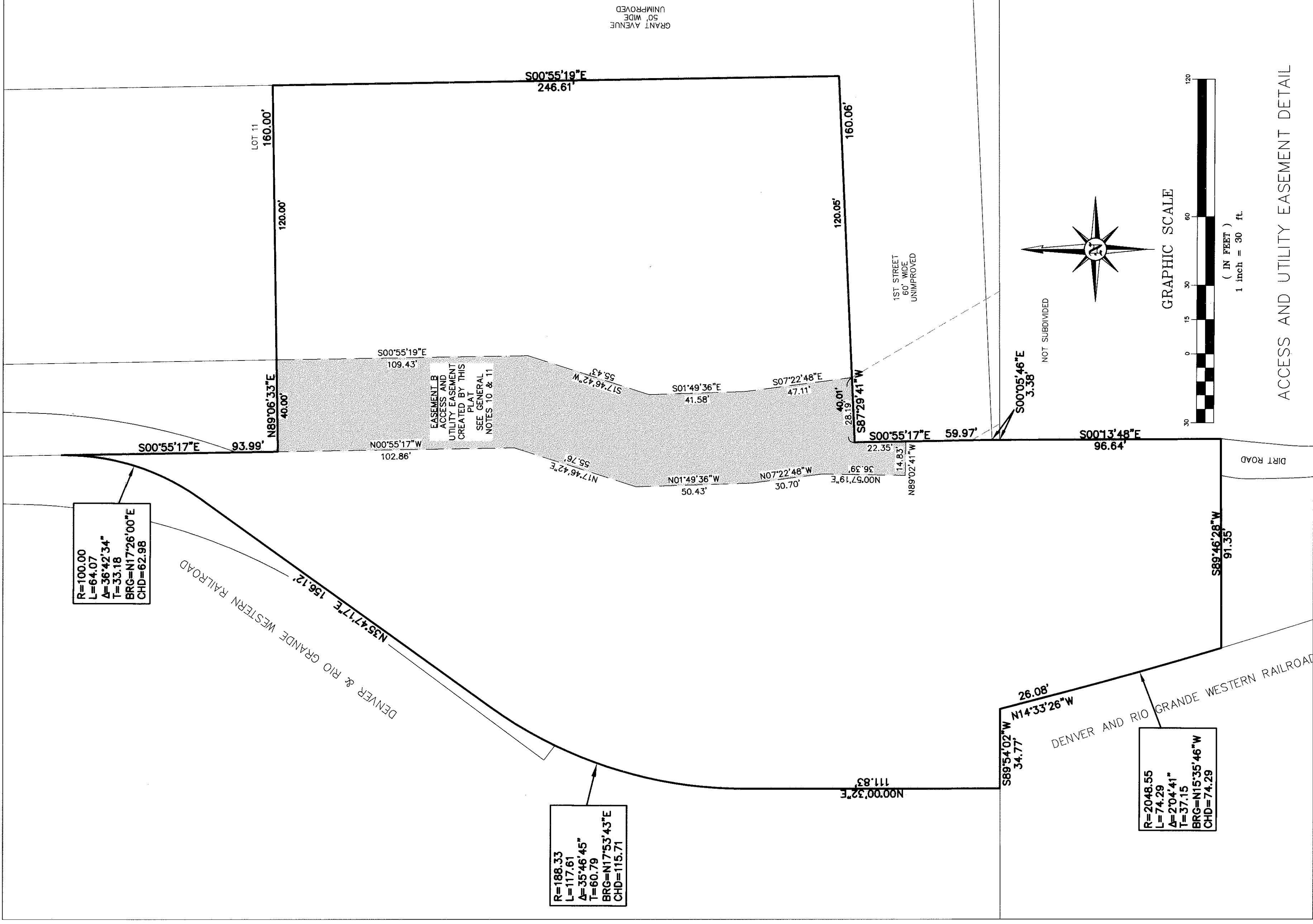
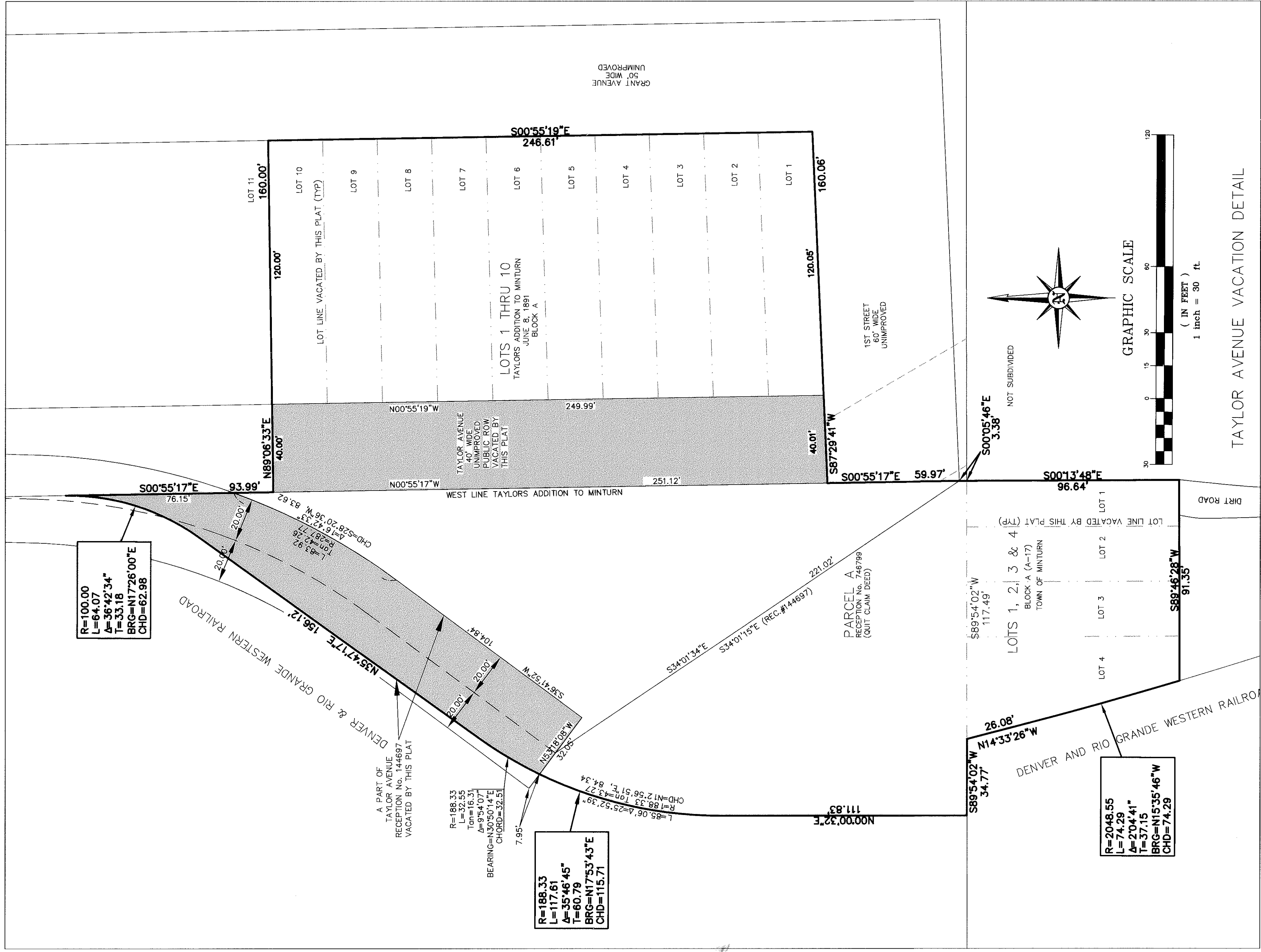
Das Besondere

SHEET
2 OF 3

EDWARDS BUSINESS CENTER • P.O. BOX 97
EDWARDS, COLORADO 81632
• 970 926-3373 • FAX 926-3390 •

FINAL PLAT
MINTURN TOWNE HOMES

A RESUBDIVISION OF LOTS 1-10, BLOCK A, TAYLOR'S ADDITION TO MINTURN;
LOTS 1-4, BLOCK A, BOOCO'S ADDITION TO MINTURN; AND A PARCEL OF LAND LOCATED IN
THE NW1/4 OF THE NW1/4 OF THE NW1/4 OF SECTION 26,
TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN
TOWN OF MINTURN
EAGLE COUNTY, COLORADO



GENERAL NOTES

- 81 IN MOUND OF STONE
CAP ON 2-1/2" ALUMINUM PIPE,

... TITLE CERTIFICATE

Stewart Title Guaranty LLC hereby certifies that it has examined the Title to all lands shown upon and clear of all liens, mortgages and encumbrances, except as follows: has not been recorded in the Register of Deeds for the County of York, Pennsylvania.

Dated this 9th day of February, A.D., 2006.

CLERK AND RECORDER'S CERTIFICATE

This Plat was filed for record in the Office of the Clerk and Recorder at 11:53 o'clock

_____ Clerk and Recorder

1 AND USE SUMMARY

LOT	ADDRESS	ZONING	USE	AREA
LOTS CREATED ON THIS PLAT				
LOT D-1	0066 LION'S LANE	P.U.D.	RESIDENTIAL	758 SF
LOT D-2	0068 LION'S LANE		RESIDENTIAL	749 SF
LOT D-3	0070 LION'S LANE		RESIDENTIAL	753 SF
LOT D-4	0072 LION'S LANE		RESIDENTIAL	743 SF
LOT D-5	0074 LION'S LANE		RESIDENTIAL	727 SF
LOT E-1	0001 LION'S LANE	P.U.D.	RESIDENTIAL	608 SF
LOT E-2	0003 LION'S LANE		RESIDENTIAL	916 SF
LOT E-3	0005 LION'S LANE		RESIDENTIAL	598 SF
LOT E-4	0007 LION'S LANE		RESIDENTIAL	905 SF
TOTAL TOWNHOME LOTS				6,759 SF
COMMON AREA & FUTURE DEVELOPMENT			VARIES	77,508 SF
TOTAL THIS PLAT	N.A.			84,267 SF = 1.935 ACRES
PREVIOUSLY PLATTED LOTS (BUILDINGS A, B AND C)				
		P.U.D.	RESIDENTIAL	6,624 SF
TOTAL MIXTURE TOWNHOMES PLANNED DEVELOPMENT				90,891 SF = 2.067 ACRES

SURVEYOR'S CERTIFICATE

I, Robert S. Lee, do hereby certify that I am a Registered Land Surveyor licensed under the laws of the State of Colorado; that this plat is a true, correct, and complete Plat of MINTURN TOWNE HOMES - PHASE 2 (BUILDINGS "D" & "E") as laid out, plotted, dedicated and shown hereon, that such plat was made from an accurate survey by me and/or under my supervision and correctly shows the location and dimensions of the lots, easements and streets of said subdivision as the same are staked upon the ground in compliance with applicable regulations governing the subdivision of land.

1. We have not yet received this information and need to see the day of 13 / MARCH A.D.: 2006.

Date _____

MINTURN TOWN CERTIFICATE

This plat is approved by the Town Council, County of Elbert, State of Colorado, this _____ day of _____, 20____. This plat shall terminate the prior plat, subject to the provisions of the Colorado Revised Statutes, and the plat shall be subject to the provisions that approval in no way obligates the Town Council for financing or construction of improvements on undivided lots. The vocation of any and all roadways which may have been previously designated on such plat or which roadway may have been otherwise designated on such plat is hereby vacated and the plat is hereby approved. The Town Council has been advised that the vocation of such roadway has been divested and this certificate confirms the vacation of such roadway. Approval of this plat by the Town is a consent only and not a guarantee or assurance of the correctness of the plat and any additional plat may be approved. Approval of the plat is not a guarantee or assurance of the correctness of the plat and any additional plat may be approved. This plat is hereby approved.

Witness my hand and seal of the Town of Minturn
Town Council of the Town of Minturn

By: Hankone Fleck

Attest: _____
Town Clerk

CERTIFICATE OF TAXES PAID

I, the undersigned, do hereby certify that the entire amount of taxes and assessments due and payable as of _____ upon all parcels of real estate described on this plat are paid in full.

Dated this _____ day of _____, A.D., 2006.

Treasurer of Eagle County

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL PERSONS BY THESE PRESENTS that Minturn Development, LLC, a Colorado limited liability company and Weststar Bank, being sole owner in fee simple, declarant, mortgagee or lienholder of all that real property situated in the Town of Minturn, Eagle County, Colorado described as follows:

Minturn Towne Homes, according to the Final Plot recorded September 8, 2005 at Reception No. 928909, and as defined and described in the Declaration recorded September 8, 2005 as Reception No. 928908, all in the Office of the Eagle County Clerk and Recorder, excepting therefrom Townhome Lots A-1, A-2, A-3, B-1, B-2, C-1, C-2, C-3, and C-4; containing 84,267 square feet or 1.935 acres more or less;

have by these presents laid out, planted and sowed the same into lots and blocks as shown on this first plot under the name and style of MINUTRY TOWNE HOMES - PHASE 2 (BUILDINGS "A" and "E"), and do hereby accept the responsibility for the complete improvements and do hereby dedicate and set aside all of the public roads do hereby dedicate those portions of said real property which are created as easements on the accompanying plot to the public forever as easements for the purposes shown herein, unless otherwise expressly provided thereon; and do hereby grant the right to install and maintain necessary structures to the entity responsible for providing the services for which the easements are established.

EXECUTED this 28th day of February, A.D. 2006

Owner: _____
Minturn Development, LLC
a Colorado limited liability company
Edwards, Colorado. 81645

STATE OF COLORADO }
COUNTY OF EAGLE } ss

The foregoing Certificate of Dedication and Ownership was acknowledged before me this 14 day of February, A.D. 2006 by James F. Comer, Jr. as member of Minturn Development, LLC.

My Commission expires May 13, 2006
Witness my hand and official seal.

Sara Li French
Notary Public

Mortgagee:
Weststar Bank, NA

By: Steve Van
Title: Vice President

STATE OF COLORADO }
COUNTY OF EAGLE }

The foregoing Certificate of Dedication and Ownership was acknowledged before me this 1st day of March, A.D. 2006, by Stephen Wimer
VTC President of Weststar Bank.

My Commission expires _____
witness my hand and official seal.

seal. Walter P. Moore
Notary Public

SHEET
1 OF 2

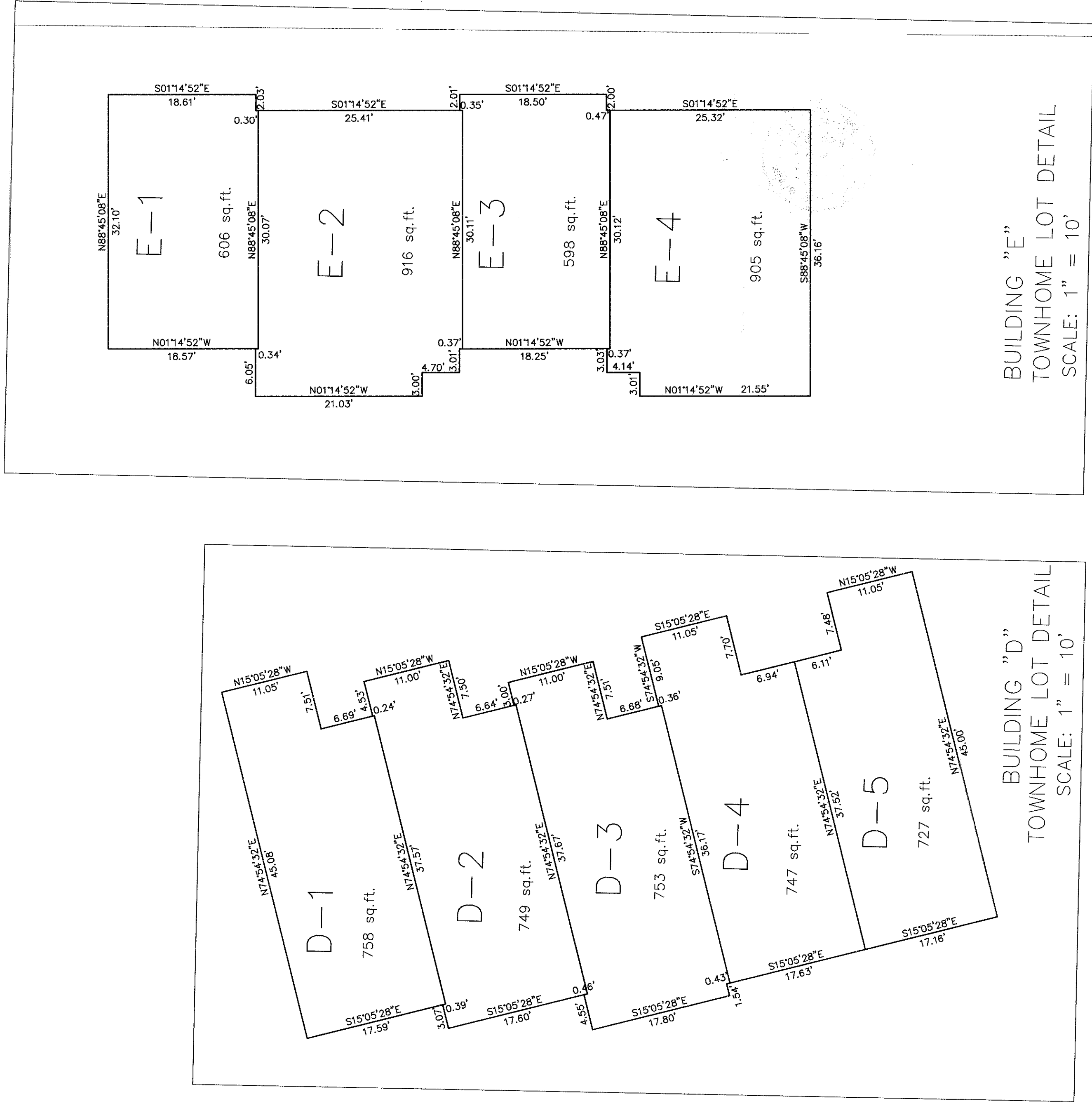
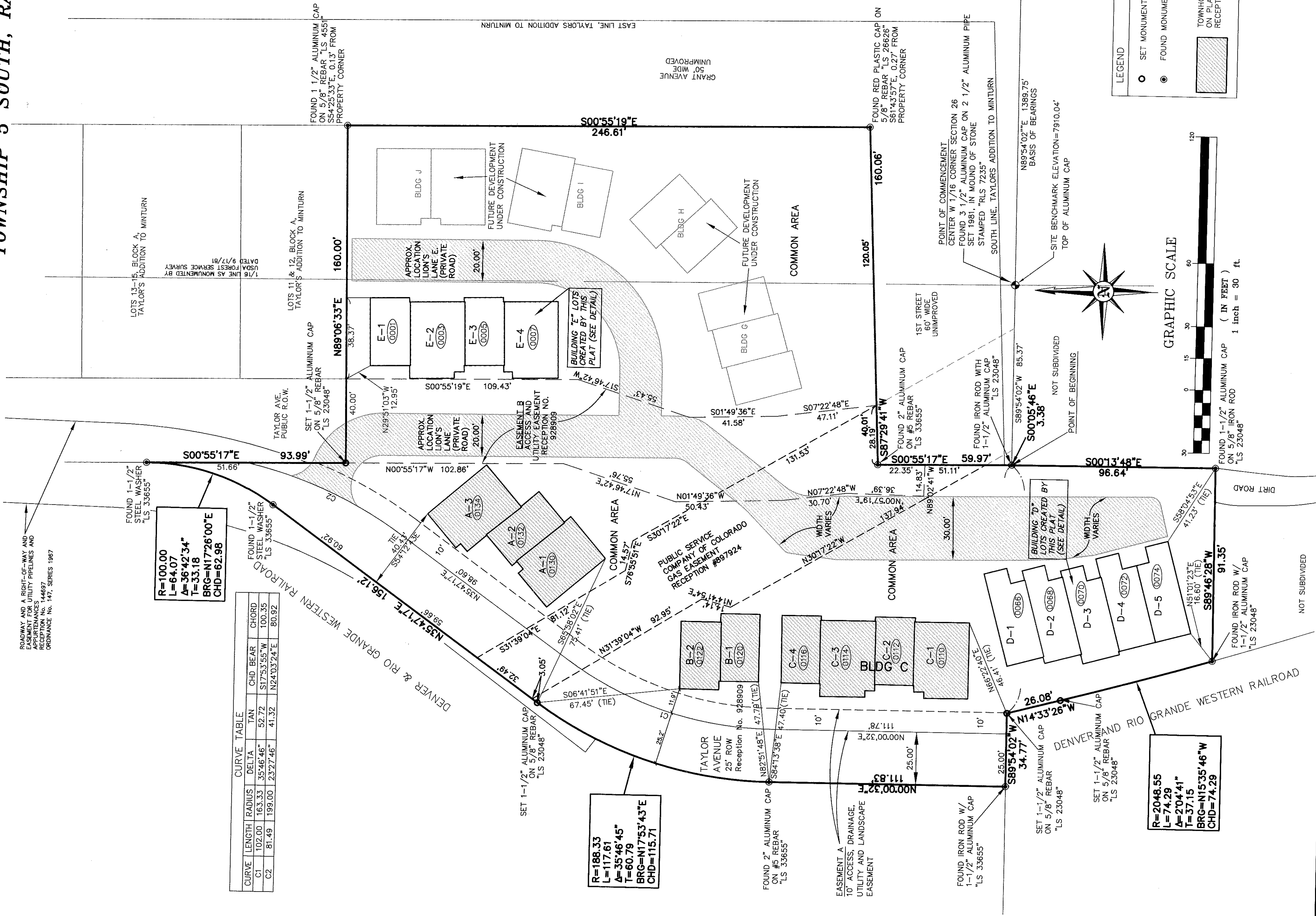
JOB #08022

FINAL PLAT
MINTURN TOWNE HOMES - PHASE 2

LOCATED IN THE NW 1/4 OF SECTION 26

TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN
TOWN OF MINTURN
EAGLE COUNTY, COLORADO

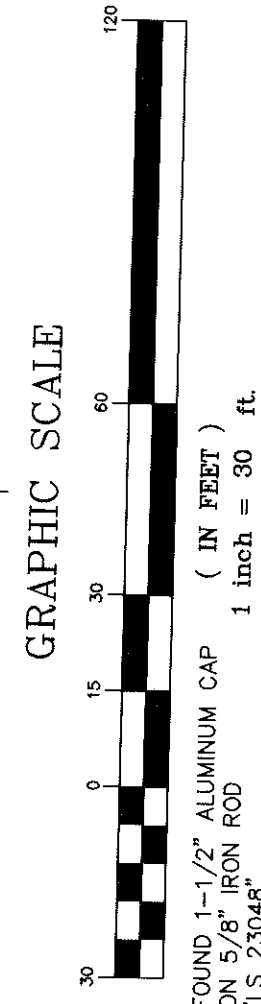

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TAN	CHD BEAR	CHORD
C1	102.00	163.33	35°46'46"	52.72	S17°53'55"W	100.35
C2	81.49	199.00	23°27'46"	41.32	N24°43'24"E	80.92



LEGEND

○	SET MONUMENT AS INDICATED
●	FOUND MONUMENT AS INDICATED

TOWNSHIP LOTS CREATED
ON PLAT RECORDED AT
RECEPTION NO. 928909



ALPINE
ENGINEERING INC

EDWARDS BUSINESS CENTER • P.O. BOX 97
EDWARDS, COLORADO 81632
• 970 926-3373 • FAX 970-51380 •

FINAL PLAT

MINTURN TOWNE HOMES - PHASE 3

(BUILDINGS "G", "H", "I", "J" & "J")

LOCATED IN THE NW 1/4 OF SECTION 26,

TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN

TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO

Certificate of Dedication and Ownership

Know all men by these presents that Minturn Development, LLC, a Colorado limited liability company being sole owner in fee simple and WestStar Bank as mortgagee of all that real property situated in the Town of Minturn, Eagle County, Colorado described as follows:

Minturn Towne Homes, according to the Final Plat thereof recorded September 8, 2005 at Reception No. 928809, and Minturn Towne Homes - Phase 2, per the Final Plat thereof recorded March 7, 2005 at Reception No. 200605891, in the office of the Eagle County Clerk and Recorder, excepting therefrom Townhome Lots A-1, A-2, A-3, B-1, B-2, C-1, C-2, C-3, C-4, D-1, D-2, D-3, D-4, E-1, E-2, E-3, and E-4, containing 1,780 acres more or less;

have by these presents laid out, platted and subdivided the same into lots and blocks as shown on this final plat under the name and style of Minturn Towne Homes - Phase 3, a subdivision in the Town of Minturn, County of Eagle; and do hereby certify that the plat of the same and the completion of required improvements; and do hereby dedicate and set aside all of the public roads and other public places shown on the accompanying plat to the use of the public forever; and do hereby dedicate these portions of land as shown on the accompanying plat as easement on the accompanying plat as easements for the purposes shown herein unless otherwise expressly provided; and do hereby grant the right to install and maintain necessary structures to the entity responsible for providing the services for which the easements are established.

EXECUTED this _____ day of _____, A.D., 20 _____

Owner, Minturn Development, LLC
a Colorado limited liability company
Address: PO Box 2342
Edwards, CO 81632

By: [Signature]
Title: Manager

STATE OF Colorado,)
COUNTY OF Eagle,)
SS

The foregoing Certificate of Dedication and Ownership was acknowledged before me this 1st day of December, A.D., 2006, by Jim Carneiro as Manager of Minturn Development, LLC, a Colorado limited liability company.

My Commission expires: 9/30/2010

Witness my hand and official seal



Mortgagee: WestStar Bank
Address: 108 S. Frontage Road
Vail, CO 81657

By: [Signature]
Title: AVP/Credit Officer

STATE OF Colorado,)
COUNTY OF Eagle,)
SS

The foregoing Certificate of Dedication and Ownership was acknowledged before me this 7 day of December, A.D., 2006, by Eric Weigh as Credit Officer of WestStar Bank.

My Commission expires: 12/06/2010

Witness my hand and official seal.



Title Certificate

Stewart Title Guaranty Company does hereby certify that the Title to all lands shown upon this plat have been examined and is vested in Minturn Development, LLC, a Colorado limited liability company, that title to such lands is free and clear of all liens and encumbrances, except as follows:

Deed of Trust to WestStar Bank, recorded October 17, 2006 as Reception No. 200619421, and Deed of Trust to WestStar Bank, recorded July 29, 2005, as Reception No. 928809 ~~200619421~~ 924232.

Dated this 28th day of November, A.D., 2006.

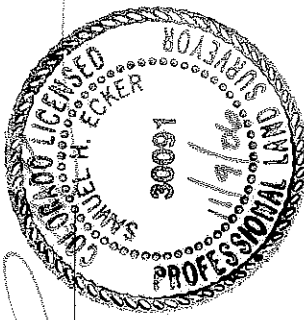
Agent signature: Melanie L. Long Address: POB 2000
Vail CO 81658

Agent name: Melanie L. Long

Surveyor's Certificate

I, do hereby certify that I am a Registered Land Surveyor, licensed under the laws of the State of Colorado, that this plat is a true, correct and complete Plat of Minturn Towne Homes - Phase 3, as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and / or under my supervision and correctly shows the location and dimensions of the lots, easements and streets of said subdivision as the same are staked upon the ground in compliance with applicable regulations governing the subdivision of land.

In Witness Whereof, I have set my hand and seal this 9th day of November, A.D., 2006



Samuel H. Ecker
Colorado P.L.S. No. 30091

GENERAL NOTES:

- 1) DATE OF SURVEY: OCTOBER, 2006.
- 2) BEARINGS BASED UPON THE LINE CONNECTING THE MONUMENTS FOUND MARKING THE SOUTHERMOST BOUNDARY OF MINTURN TOWNE HOMES, BEING N89°46'29"E (SEE SHEET 2).
- 3) MONUMENTATION AS INDICATED HEREON.
- 4) THE SOLE PURPOSE OF THIS PLAT IS TO CREATE THE NINE TOWNHOME LOTS ON THAT AREA INDICATED "FUTURE DEVELOPMENT UNDER CONSTRUCTION" ON SAID FINAL PLAT OF MINTURN TOWNE HOMES - PHASE 2.
- 5) THE BOUNDARY DIMENSIONS, EASEMENTS AND RIGHTS OF WAY SHOWN HEREON ARE PER THE RECORD PLAT FOR THE SUBJECT PROPERTY AND TITLE SEARCH PERFORMED BY STEWART TITLE GUARANTY COMPANY, ORDER No. 05037357, DATED NOVEMBER 09, 2005.
- 6) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
- 7) THE PARCELS SHOWN HEREON ARE SUBJECT TO THE DECLARATION FOR MINTURN TOWNE HOMES RECORDED SEPTEMBER 8, 2005 AS RECEPTION No. 928809.

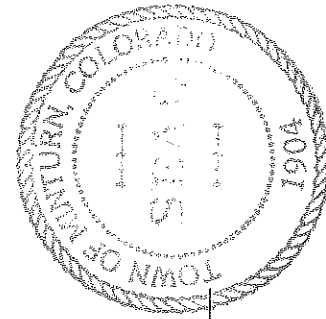
Minturn Town Certificate

This plat is approved by the Town Council of the Town of Minturn, County of Eagle, State of Colorado, this _____ day of _____, A.D. 2006, for filing with the Clerk and Recorder of the County of Eagle. This plat shall supersede the prior plat, subject to the provision that approval in no way obligates the Town of Minturn for financing or construction of improvements on lands, streets or easements dedicated except as indicated. This Certificate further evidences the vacation of any and all roadways which may have been previously designated on such prior plat or which roadway may have been otherwise conveyed to or acquired by the Town of Minturn. All right, title, or interest of Minturn to any such roadway has been divested and this Certificate confirms the vacation of such roadway. Approval of this plat by the Town is a consent only and is not to be construed as an approval of the technical correctness of this plat or any documentation relating thereto.

Witness my hand and the seal of the Town of Minturn
Town Council of the Town of Minturn

ATTEST:

[Signature]
Town Clerk
Town of Minturn, Colorado



Certificate of Taxes Paid

I, the undersigned, do hereby certify that the entire amount of taxes and assessments due and payable upon all parcels of real estate described on this plat are paid in full.

Dated this 28th day of November, A.D., 2006

[Signature]
Treasurer of Eagle County

Clerk and Recorder's Certificate

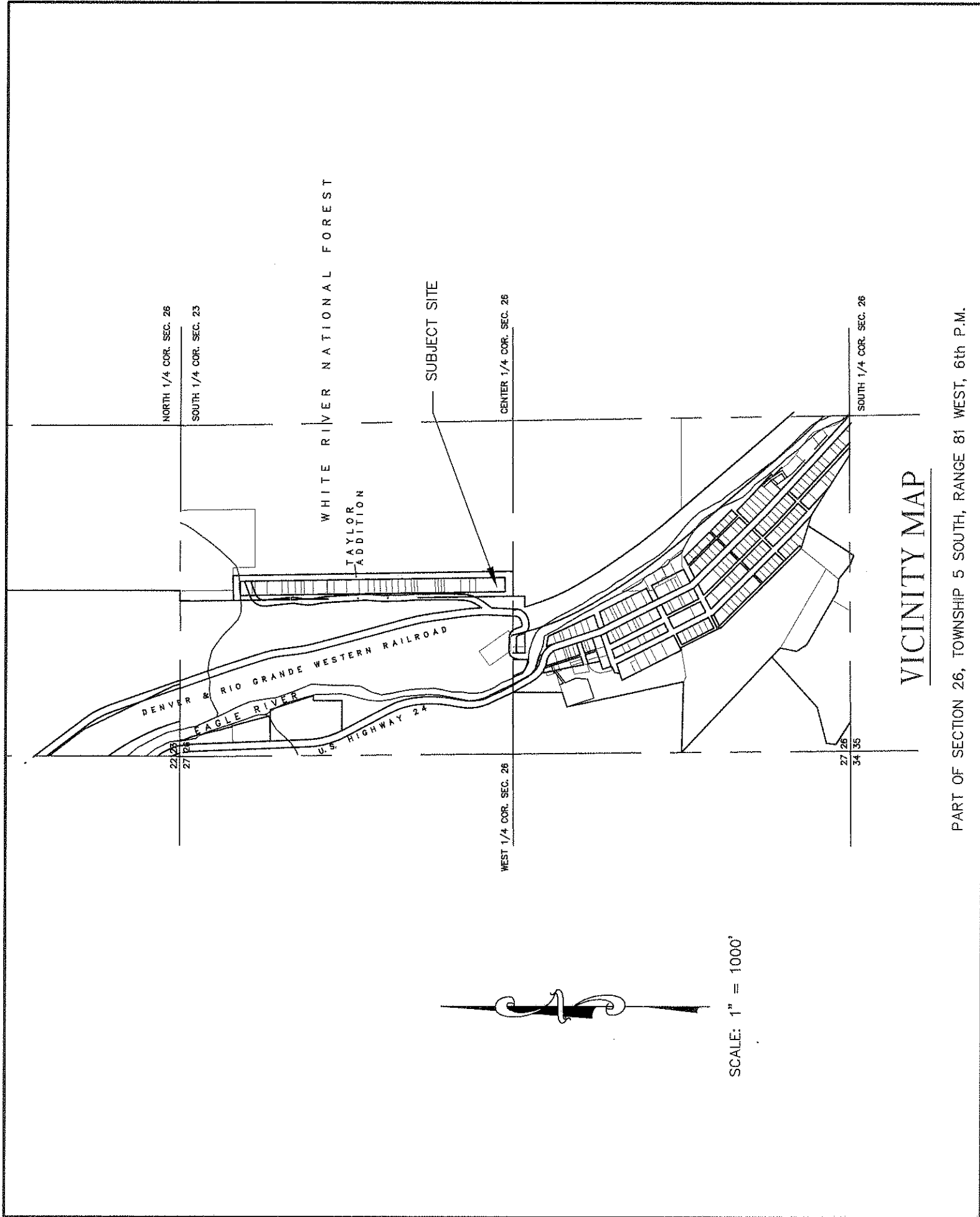
This Plat was filed for record in the Office of the Clerk and Recorder at 4:36 o'clock PM, on this 7th day of December, 2006, and is duly recorded at Reception No. 200619421.

[Signature]
Clerk and Recorder



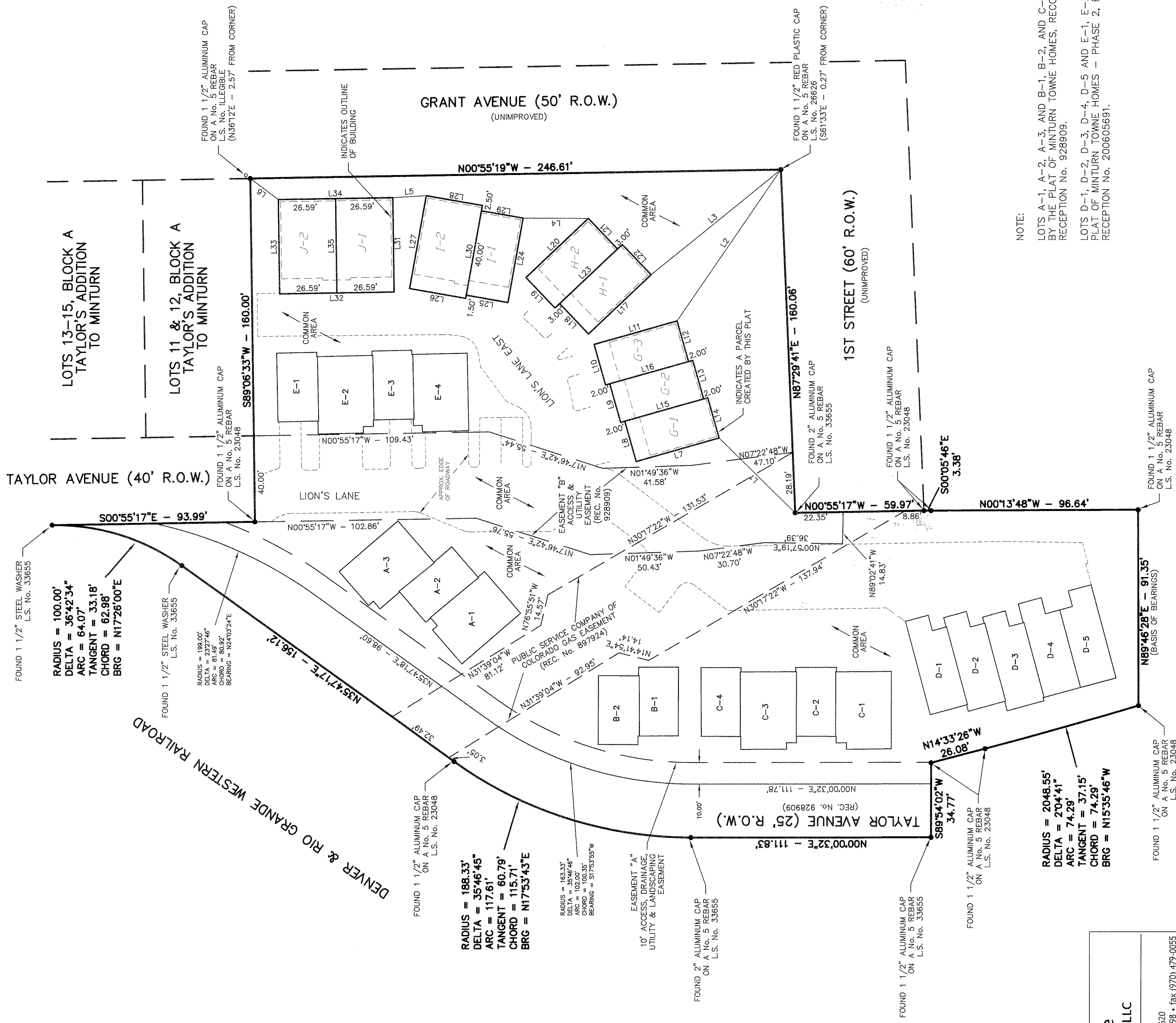
By: [Signature], Deputy

DRAWN BY:	SE	DATE:	10/31/2006
CHECKED BY:	SE	DRAWING NO.:	06-3242.ct
APP. NO.:	06-324	SHEET	1 OF 2

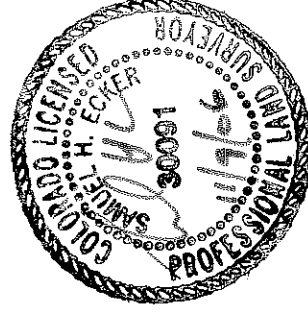
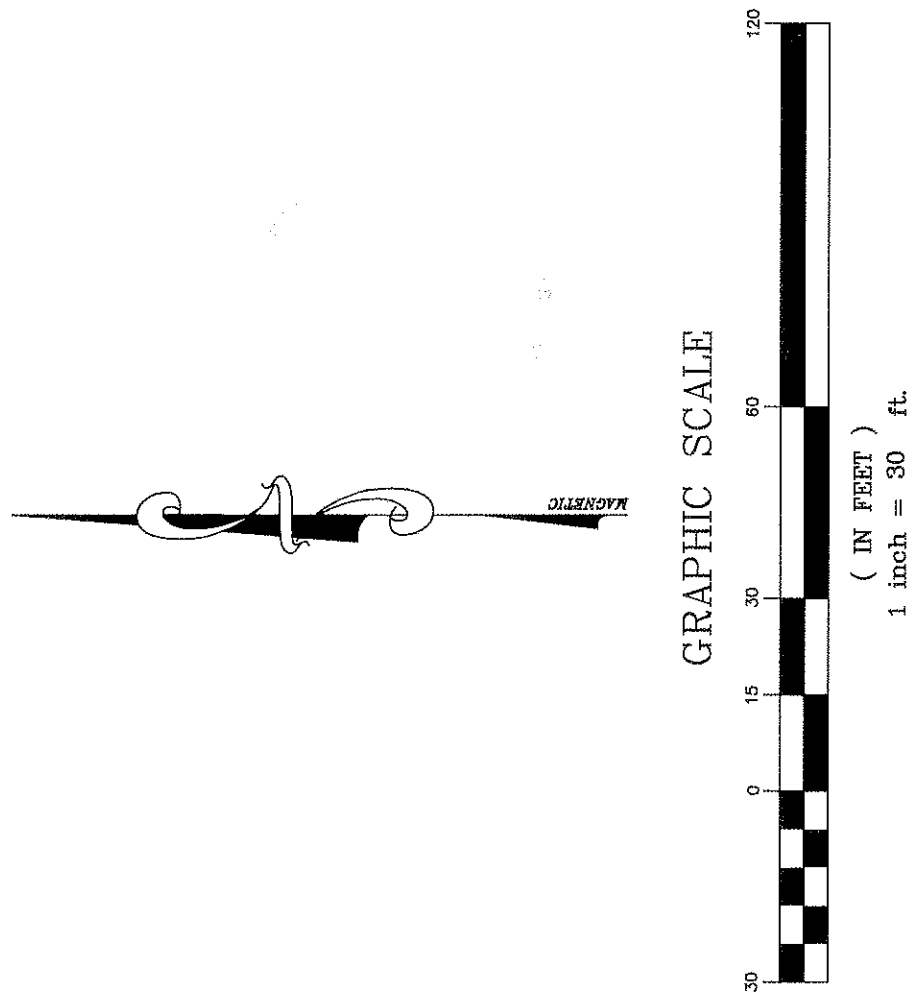


FINAL PLAT
MINTURN TOWNE HOMES - PHASE 3
(BUILDINGS "G", "H", "I" & "J")

LOCATED IN THE NW 1/4 OF SECTION 26,
TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO



LINE	LENGTH	BEARING
L1	49.68'	S44°28'57"E
L2	86.34'	S55°42'43"E
L3	77.58'	S30°07'28"E
L4	30.37'	S01°30'18"E
L5	16.57'	S02°22'20"E
L6	18.34'	N36°54'25"E
L7	43.00'	N74°13'13"W
L8	18.92'	N74°10'47"E
L9	18.69'	N74°10'47"E
L10	18.69'	N74°10'47"E
L11	40.00'	S15°49'13"E
L12	18.69'	S74°04'47"W
L13	18.71'	S74°04'47"W
L14	18.92'	S74°04'47"W
L15	42.00'	S15°49'13"E
L16	42.00'	S15°49'13"E
L17	40.00'	N43°34'50"W
L18	18.92'	N46°25'10"E
L19	18.69'	N46°25'10"E
L20	18.69'	N46°25'10"E
L21	18.92'	S46°25'10"W
L22	19.57'	S46°25'10"W
L23	43.00'	S43°34'50"E
L24	40.00'	N67°01'11"W
L25	18.99'	N09°56'49"E
L26	28.50'	N09°56'49"E
L27	44.00'	S07°03'11"E
L28	28.50'	S07°03'11"E
L29	18.69'	S09°56'49"W
L30	44.00'	N67°01'11"W
L31	43.00'	N46°25'10"E
L32	53.19'	N09°56'49"E
L33	44.00'	N67°04'40"E
L34	53.19'	S02°56'20"E
L35	44.00'	S89°04'40"W



NOTE:
LOTS A-1, A-2, A-3, AND B-1, B-2, AND C-1, C-2, C-3 & C-4 WERE CREATED BY THE PLAT OF MINTURN TOWNE HOMES, RECORDED SEPTEMBER 8, 2005 AT RECEPTION No. 928909.
LOTS D-1, D-2, D-3, D-4, D-5 AND E-1, E-2, E-3 & E-4 WERE CREATED BY THE PLAT OF MINTURN TOWNE HOMES - PHASE 2, RECORDED MARCH 7, 2006 AT RECEPTION No. 200605891.