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AMENDMENT TO CONDOMINIUM DECLARATION

FILE

VILLAMONT AT DILLON CONDOMINIUMS

WHEREAS, Straight Creek Management Corp. recorded Condominium Declaration for "Villamont at Dillon" on July 24, 1973, in Book 240 at page 57b under Reception No. 135508 in the records of the Clerk and Recorder of the County of Summit, State of Colorado, covering Lot 2, Wilderwest Filing No. 2, Summit County, Colorado (the "Land"); and

WHEREAS, Fremont Properties, Inc., a Colorado corporation ("Declarant"), revoked in its entirety the said Condominium Declaration and substituted therefor Condominium Declaration for Villamont at Dillon Condominiums dated February 18, 1976, and recorded March 10, 1976, in Book 275 at page 856, Reception No. 155154 as supplemented by Supplemental Condominium Declaration for Villamont at Dillon Condominiums recorded December 26, 1978 under Reception No. 185763, a Supplement filed January 9, 1979 under Reception No. 186474 and Amendment to Supplemental Condominium Declaration for Villamont at Dillon Condominiums filed January 29, 1979 under Reception No. 187224 in the office of the Clerk and Recorder of the County of Summit, State of Colorado (such declaration as supplemented being herein called the "Declaration"); and

WHEREAS, Article II, Paragraph 15 of the Declaration provides that the Declaration may be amended upon the written approval in recordable form of all the owners and all lienors; and

WHEREAS, the undersigned are now all the owners and lienors and desire to amend Article II, Subparagraph 2(c) of the Declaration.

1. The Declaration is hereby amended to add the following provision at the end of Article II, Subparagraph 2(c):

"At such time as the total number of square feet in all of the apartment units subject to this Declaration exceeds 63,000 square feet, (and thereafter each time additional portions of the Land are subjected to this Declaration) the undivided interests in the general common elements made attributable to all such apartment units shall be recomputed on the following basis: the interest attributed to each apartment unit shall be expressed as a percentage determined by dividing the number of square feet contained in such apartment unit by the total number of square feet in all of the apartment units made subject to this Declaration. Such recomputation shall be done by the Association promptly after the need for recomputation. The result of any such recomputation shall be to reduce each owner's interest in the general common elements after recomputation. Each owner hereby relinquishes a portion of such owner's interest in the general common elements equal to the amount by which such interest shall be reduced by any recomputation. Such relinquishment shall occur automatically without any necessity of a further instrument from the owners or their heirs, personal representatives, successors or assigns."

2. Except as herein specified, the Declaration and all terms and conditions thereof shall remain in full force and effect. In the event any of the provisions of this Amendment shall in any way conflict with the provisions of the Declaration, the provisions of this Amendment shall control.

3. This Amendment may be executed in several counterparts, each of which is an original, but all of which together shall constitute one instrument. The reference to the condominium project in each certificate and consent attached hereto shall be to VILLAMONT AT DILLON CONDOMINIUMS (a Condominium Project) according to the Map thereof filed for record March 10, 1976 under Reception No. 155155, as supplemented by the Map filed December 26, 1978 under Reception No. 185762 and Supplemental Plat filed January 9, 1979 under Reception No. 186475 and according to the Declaration.

EXECUTED on the dates indicated below to be effective for all purposes upon the signing by all owners and lienors.

DECLARANT:

FREMONT PROPERTIES, INC.,  
a Colorado corporation

By

Donald Robertson  
President

ATTEST: (Corporate Seal)

William J. Smith  
Secretary

Dated: January 14, 1979

STATE OF COLORADO )

) ss.

CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 14 day of January, 1979, by Donald Robertson as President and William J. Smith as Secretary of Fremont Properties, Inc., a Colorado corporation, on behalf of such corporation.

My commission expires: March 10, 1980

Witness my hand and official seal.



William J. Smith  
Notary Public

AMENDMENT TO SUPPLEMENTAL CONDOMINIUM  
DECLARATION FOR VILLAMONT AT DILLON CONDOMINIUM

THIS AMENDMENT dated January 23, 1979 is from  
FREMONT PROPERTIES, INC., a Colorado corporation (Declarant)

SUMMIT COUNTY  
CLERK AND RECORDER

187224

RECITALS

Declarant recorded that certain Supplemental  
Condominium Declaration for Villamont Condominiums on  
December 26, 1978 under Reception No. 185763 as amended by  
that certain Supplement recorded January 9, 1979 under Reception  
No. 186474 (such document as amended being herein called the  
"Supplemental Declaration") subjecting certain real property  
more particularly described therein to a condominium project.  
Declarant desires to modify certain of the provisions of the  
Supplemental Declaration.

AGREEMENT

For valuable consideration, Declarant hereby takes  
the following actions:

1. The Supplemental Declaration is amended by  
deleting Exhibit B of the Supplemental Declaration and sub-  
stituting for it Exhibit A attached to this Amendment.
2. Except as herein specified, the Supplemental  
Declaration and all terms and conditions thereof shall remain  
in full force and effect. In the event any of the provisions  
of this Amendment shall in any way conflict with the provisions  
of the Supplemental Declaration, the provisions of this  
Amendment shall control.

EXECUTED as of the date first set forth above.

FREMONT PROPERTIES, INC., a  
Colorado corporation



Vice President

By

*John F. Burnham*  
President

STATE OF COLORADO )  
CITY AND COUNTY OF DENVER ) ss.

The foregoing instrument was acknowledged before me  
this 2nd day of January, 1979 by John J. Bushman  
as Vice President and Charles Powers as Vice President  
of Fremont Properties, Inc., a Colorado corporation,  
State of such corporation.



Witness my hand and official seal.

My commission expires: 2-9-81

E. F. Peterson  
Notary Public

EXHIBIT A

(Attached to and made a part of Amendment to  
Supplemental Condominium Declaration for Villamont  
at Dillon Condominiums)

INTERESTS IN GENERAL COMMON ELEMENTS

<u>Unit Number</u>	<u>Building Number</u>	<u>Square Footage of Apartment Unit</u>	<u>Percentage Interest In General Common Elements</u>
6915	15	1,342.25	2.13
6917	15	1,342.25	2.13
6919	16	909.78	1.44
6920	13	909.78	1.44
6921	16	985.27	1.56
6922	13	985.27	1.56
6923	16	909.78	1.44
6924	13	909.78	1.44
6925	22	1,342.25	2.13
6926	14	909.78	1.44
6927	22	1,342.25	2.13
6928	14	985.27	1.56
6930	14	909.78	1.44
6932	21	909.78	1.44
6934	21	985.27	1.56
6936	21	909.78	1.44

LIMITED COMMON ELEMENTS

Each limited common element shown on the Supplemental Map as being attached to a single apartment unit is appurtenant to such unit, and the owner of such unit shall have the exclusive right to use such limited common element. Each limited common element shown on the Supplemental Map as being attached to more than one unit is appurtenant to all the units to which it is attached, and only the owners of such units shall have the right to use such limited common element.

CONDOMINIUM DECLARATION

FOR

VILLAMONT AT DILLON CONDOMINIUMS

Time Filed	11 22 A.M.
Date	MAR 10 1976
Recp. No.	155154
BOOK	275
PAGE	856
Arlene H. Ward	
Clerk & Recorder Summit County	

I

RECITALS

Straight Creek Management Corp. recorded Condominium Declaration For "Villamont at Dillon" on July 24, 1973, in Book 240 at page 578 under Reception No. 135508 in the records of Summit County, Colorado, covering Lot 2, Wilderrest Filing No. 2, Summit County, Colorado (the Land).

Fremont Properties, Inc., a Colorado corporation (Declarant), is now the owner of the Land, a portion of which is described in Exhibit A attached hereto and made a part hereof. Declarant may also subject all or a portion of the Land not described in Exhibit A to this condominium declaration by recording a supplemental declaration or declarations and a supplemental map or maps in the Summit County, Colorado records within ten years after the initial recording of this Declaration.

Declarant desires to establish a condominium project under the Condominium Ownership Act of Colorado (Colorado Revised Statutes (1973) Section 38-33-101 et seq. and hereinafter referred to as the Act) and to define the character, duration, rights, obligations and limitations of condominium ownership. Declarant has executed plans for the construction of Villamont at Dillon Condominiums on the property described in Exhibit A, which project shall consist of separately designated condominium units. A condominium map will be filed showing the location of said buildings on the property which is hereby made subject to this Declaration.

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

II

DECLARATION

Declarant hereby revokes in its entirety the condominium declaration recorded on July 24, 1973, in Book 240 at page 578 under Reception No. 135508 in the records of Summit County and substitutes this instrument therefor.

Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, reservations, limitations and obligations shall be deemed to run with the land, shall be a burden and a benefit to Declarant, its successors and assigns and any person, corporation, partnership or other legal entity acquiring or owning an interest in the real property which

is or becomes subject to this Declaration and improvements built thereon, their grantees, successors, heirs, personal representatives, devisees or assigns.

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

(a) "Apartment unit" means an individual air space unit contained within the perimeter walls, floors, ceilings, windows and doors of a unit in a building constructed on real property subject to the provisions of this Declaration, as shown and described in the condominium map recorded in the real property records of Summit County, Colorado, together with (i) all fixtures and improvements therein; (ii) the inner decorated or finished surfaces of such unit's perimeter walls, floors and ceilings; (iii) the doors and windows of the unit; and (iv) the interior non-supporting walls within the unit. The term does not include, however, the undecorated or unfinished surfaces of the perimeter walls, floors or ceilings of a unit, any utilities running through the unit which serve more than one unit, or any other general common element or part thereof located within the unit.

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

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

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

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

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

foregoing, management fees may be charged to owners as a direct expense and not as a common expense.

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

(h) "Association" means Villamont Condominium Association, a Colorado nonprofit corporation.

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

(j) The condominium units subject to this Declaration shall be known as Villamont at Dillon Condominiums.

(k) "Declaration" means this instrument and all amendments or supplements thereto hereafter recorded in the records of Summit County, Colorado.

(l) "Sharing Ratio" of an owner is a percentage determined by dividing the percentage interest in the general common elements appurtenant to the apartment unit of such owner by the total percentage interest of all owners in general common elements then appurtenant to all apartment units and multiplying the result by 100.

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

(a) The real property is hereby initially divided into 13 condominium units designated as set forth on Exhibit B attached hereto, each consisting of an apartment unit, an undivided interest in the general common elements appurtenant to such apartment units, and the exclusive or non-exclusive right to use and enjoy limited common elements, as set forth on Exhibit B.

(b) Declarant reserves to itself and its successors and assigns all right, title and interest in the general common elements not set forth on Exhibit B, which interest Declarant may make appurtenant to apartment units built on additional real property made subject to this Declaration pursuant to subparagraph 2(c).

(c) Declarant may hereafter from time to time within ten years after the initial recording of this Declaration subject any portion of the Land not already subjected to the provisions of this Declaration and construct buildings thereon containing not more than 55 additional apartment units. Such units shall be shown in a supplemental map or maps recorded in the records of Summit County, Colorado each time additional portions of the Land are subjected to this Declaration. In each such case, Declarant shall file in the records of Summit County, Colorado a supplemental declaration which shall convey and

attribute (from Declarant's interest in the general common elements reserved in subparagraph 2(b)) to each such additional apartment unit an undivided percentage interest in the general common elements. The interest conveyed and attributed to each apartment unit shall be expressed as a percentage determined by dividing the number of square feet contained in such apartment unit by 63,000 square feet (the estimated maximum total number of square feet in all of the apartment units now or which hereafter may be made subject to this Declaration), and multiplying the result by 100. For the purpose of computing the undivided interests in the general common elements to be conveyed and made attributable to additional apartment units, Declarant shall engage an architect licensed in Colorado to determine the number of square feet contained in each apartment unit, and the determination of such architect shall be final and binding on all parties.

(d) At the earlier of (i) the date all of the Land has become subject to this Declaration, or (ii) the date Declarant or its successors and assigns shall record an instrument in the records of Summit County, Colorado indicating that no further portion of the Land may be made subject to this Declaration, or (iii) a date 10 years after the initial recording of this Declaration, all of Declarant's reserved interest in the general common elements which has not become appurtenant to an apartment unit pursuant to the provisions of subparagraph 2(c) shall be automatically conveyed without any necessity of an instrument of conveyance from Declarant or its successors and assigns to the owners of apartment units on such date in the Sharing Ratios then in effect. Such interests shall then become appurtenant to the apartment unit of each owner to the extent of the owner's Sharing Ratio.

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

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

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

(h) The condominium units shall be used and occupied solely for dwelling or lodging purposes. Owners may rent or lease their condominium units to others for such purposes and may use their condominium units for home occupations which do not unreasonably disturb others and which are permitted by applicable zoning restrictions.

(i) The Association shall have the right to charge reasonable admission and other fees for the use of

any recreational facility situate upon or which is a part of the general common elements.

3. Condominium Map. After substantial completion of a building, and prior to any conveyance by Declarant of a condominium unit therein, Declarant shall cause to be filed for record in Summit County, Colorado, a condominium map (the map), which shall contain: (a) The legal description of the surface of the land upon which the building and other improvements is or will be located; (b) the linear measurements and location, with reference to the exterior boundaries of the land, of the building and all other improvements built or to be built on the land; (c) the floor plans and linear dimensions of the interior of the building including the apartment units, the general common elements which are not a part of any apartment unit, and the limited common elements; (d) the designation by number or other symbol of each apartment unit and the building; (e) the elevation plans of the building; and (f) the elevation of the unfinished interior surfaces of the floors and ceilings of the building, including the apartment units, as established from a datum plane, the distances between floors and ceilings, and the linear measurements showing the thickness of the perimeter walls of the building. The map may include more than one building and, if more than one building is included, the map shall contain the information described above with respect to each building. Declarant reserves the right to amend the map from time to time to conform it to the actual location of any building (including all parts thereof) and to establish, vacate and relocate easements, access road easements and off site parking areas. Declarant reserves the right to supplement the map if additional real property is made subject to this Declaration pursuant to subparagraph 2(c).

4. General Common Elements; Encroachments.

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

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

(c) If any portion of the general common elements now encroaches upon any apartment unit, or if any apartment unit now encroaches upon any other apartment unit or upon any portion of the general common elements, as a result of the construction of any building, or if any such encroachment shall occur hereafter as a result of settling or shifting of any building, a valid easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. In the event any building, any apartment unit, any adjoining apartment unit, or

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any adjoining general common element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the general common elements upon any apartment unit or of any apartment unit upon any other apartment unit or upon any portion of the general common elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the building shall stand.

5. Mechanic's Liens; Indemnification.

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

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

6. Administration and Management. Villamont at Dillon Condominiums shall be administered and managed pursuant to this Declaration and the articles of incorporation and the by-laws of the Association. Each owner shall be a member of the Association and shall remain a member until he ceases to be an owner. Each member shall comply strictly with the provisions of this Declaration and of the articles of incorporation and by-laws of the Association. Each member shall be bound by and shall comply with rules, resolutions and decisions of the Association duly made or adopted in the manner set forth in the articles of incorporation or by-laws. Failure of the member to comply with such provisions, rules, resolutions or decisions shall be grounds for an action to recover damages or to obtain injunctive relief, or both, brought by the Association on behalf of the other owners or, in a proper case, by an aggrieved owner.

In addition, the Association's by-laws may authorize the Association, during the period of any delinquency, (a) to revoke a delinquent owner's right to use general common elements, (b) to cause utility service to a delinquent owner's apartment unit to be suspended and (c) to suspend a member's voting privileges; however, no such suspension shall affect the rights of a first lienor.

#### 7. Maintenance and Repairs.

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

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

(c) Notwithstanding the foregoing, (i) each owner having an interest in limited common elements shall pay the proportion of the costs and expenses of maintaining, repairing and replacing any limited common element of which such owner has any use and enjoyment, determined by dividing his percentage interest in the general common elements by the total percentage interest in general common elements of all persons having any use and enjoyment of such limited common element, and (ii) each owner shall pay all costs of repairing any damage to the general common elements (including the limited common elements), or to any apartment unit resulting from the intentional act or negligence of such owner.

#### 8. Assessments for Common Expenses.

(a) Except as set forth in subparagraph 7(c) and in this subparagraph 8(a), each owner shall pay his pro rata share of the common expenses, which shall be each owner's Sharing Ratio on the date such common expense is assessed, except that charges for repairs, maintenance and utilities to a particular building may be assessed only to the owners in that building, in which case they shall be prepared on the basis of such owner's respective interests in general common elements appurtenant to apartment units in the building. Declarant shall not be liable for any assessment hereunder due to its reservation and ownership of general common elements as described in subparagraph 2(b) hereof. The by-laws of the Association shall empower its board of directors to fix, determine, levy and collect

monthly and special assessments to be paid by the owners to meet the common expenses and to create a contingency reserve therefor. The by-laws shall also establish the procedures by which the assessments shall be made known to and paid by the owners. An action may be brought by the Association to recover unpaid common expenses from the owner liable for payment thereof, with or without foreclosing or waiving the lien described in subparagraph 8(b).

(b) All sums assessed but unpaid for the share of common expenses assessed to any condominium unit shall constitute a lien on such unit in favor of the Association prior to all other liens and encumbrances, except: (i) liens for taxes and special assessments; and (ii) the lien of any first mortgage or first deed of trust of record encumbering such unit. The Association's lien shall attach from the date when the unpaid assessment shall become due and may be foreclosed by the Association in like manner as a mortgage on real property upon the recording of a notice or claim thereof executed by the Association setting forth the amount of the unpaid indebtedness, the name of the owner of the condominium unit, and a description of the condominium unit. In any such foreclosure the owner shall be required to pay the costs and expenses of such proceeding, including reasonable attorney's fees. During the period of foreclosure the owner of the condominium unit subject to such action shall be required to pay a reasonable rental to the Association. The Association shall be entitled to purchase the condominium unit at the foreclosure sale, and to acquire, hold, lease, mortgage or convey the same.

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

(d) In case of sale or other transfer of a condominium unit with respect to which sums assessed for common expenses shall be unpaid, except transfers to a first lienor in connection with a foreclosure of its lien, the purchaser or other transferee of an interest in such unit shall be jointly and severally liable with the seller or transferor thereof for such unpaid assessments.

(e) Upon written request of any owner, mortgagee, prospective mortgagee, purchaser or other prospective transferee of a condominium unit, the Association shall within 10 days issue a written statement setting forth the amount of the unpaid common expenses, if any, with respect to such condominium unit, the amount of the current monthly assessment, the date on which such assessment became or shall become due and the amount of any credit for prepaid expenses. Such statement, for which a reasonable fee may be charged, shall be binding upon the Association in favor of any person who may rely thereon in good faith. Unless a statement shall be furnished within fifteen days after request thereof, all unpaid common expenses which became due prior to the date of making such request shall be subordinated to the lien or other interest of the person requesting such statement.

(f) Any party in favor of whom a lien on a condominium unit has been created may but shall not be required to pay any unpaid common expense with respect to such unit, and upon such payment such party shall have a lien on

such condominium unit for the amount so paid of the same rank as the lien theretofore existing.

9. Insurance.

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

(i) keep all buildings (including all of the apartment units and all fixtures therein, but not including furniture, furnishings or other personal property supplied or installed by owners) insured against loss or damage by fire, with extended coverage, in approximately the amount of the maximum replacement value thereof, determined in accordance with paragraph 9(c);

(ii) provide and keep in force, for the protection of the Association, its officers and directors, and all owners and first lienors, general public liability and property damage insurance against claims for bodily injury or death or property damage occurring upon or in the general common elements, in limits of not less than \$250,000 for bodily injury or death to any one person and not less than \$1,000,000 for bodily injury or death to any number of persons arising out of one accident or disaster, and in limits of not less than \$10,000 for damage to property, and if higher limits shall at any time be customary to protect against possible tort liability, such higher limits shall be carried; and

(iii) carry insurance against such other insurance hazards in such amounts as the Association may from time to time consider necessary or advisable.

(b) All insurance required to be carried under this paragraph 9 shall be carried in favor of the Association, the owners and all first lienors, as their respective interests may appear. Each policy of insurance shall contain a standard mortgagee clause in favor of each first lienor of a condominium unit which shall provide that the loss, if any, thereunder shall be payable to such first lienor, as its interest may appear, subject, however, to the loss payment provisions in favor of the Association hereinafter set forth. All policies of insurance against damage to any building and fixtures shall provide that losses shall be payable to and adjusted with the Association, as attorney-in-fact for the owners. The Association shall hold and apply the proceeds of such insurance as set forth in this Declaration. Each insurance policy shall provide that no cancellation thereof may be made by the insurance carrier without 30 days' prior written notice thereof to the Association, the owners and all first lienors. Each insurance policy shall also provide that in case of violation of any provision thereof by one or more (but less than all) of the owners, the coverage of such policy shall be suspended or invalidated only as to the interest of the owner or owners committing the violation and not as to the interest of any

other owner. All policies of physical damage insurance shall contain waivers of subrogation and of any defense based on co-insurance. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all first lienors prior to expiration of the then current policies.

(c) The maximum replacement value of each building (which shall consist of the maximum replacement value of each condominium unit contained therein), without deduction for depreciation, shall be determined by the Association prior to obtaining any policy of fire insurance or any renewal thereof by means of consultations with competent insurance estimators; however, the maximum replacement value need not be redetermined more frequently than every three years.

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

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

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

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

(b) If in the reasonable judgment of the

Association the anticipated proceeds of insurance are not sufficient to pay the costs of repairing and restoring the building, and if the excess of such costs over the anticipated insurance proceeds is less than 10% of the maximum replacement value for such building last determined under subparagraph 9(c), then the Association (as attorney-in-fact for the owners) shall promptly cause the building to be repaired and restored, and the difference between the insurance proceeds and the costs of repair and restoration shall be a common expense, to be assessed and paid as provided in paragraph 8.

(c) If in the reasonable judgment of the Association the anticipated proceeds of insurance are not sufficient to pay the costs of repairing and restoring the building and if the excess of such costs is 10% or more of the maximum replacement value for such building last determined under subparagraph 9(c), then (unless within 100 days after the date of such damage or destruction a plan for repairing and restoring the building shall be approved by the owners of apartment units in such building owning 51% or more of the total interests in general common elements appurtenant to such apartment units and by all first lienors of such condominium units) the Association (as attorney-in-fact for the owners of condominium units in such building) shall execute and record in the Summit County, Colorado, real property records a notice of such facts, and thereafter shall sell the entire real property on which such building is located (including the building) together with reasonable easements for ingress and egress, if required, as designated by the Association, free and clear of the provisions of this Declaration and the map, which shall wholly terminate and be of no further force and effect with respect to such property upon the closing of such sale. This Declaration and any map, however, shall remain in full force and effect with respect to all other property and buildings, and the percentage interests in general common elements appurtenant to all apartment units remaining subject to this Declaration shall automatically be increased by the amount of the percentage interests in general common elements appurtenant to all apartment units in the building sold free and clear of this Declaration, such increase to be allocated among apartment units in the proportions of their respective interests in general common elements. The proceeds of insurance and the proceeds of such sale of the real property shall be collected by the Association, applied first to the payment of expenses of the sale, and then divided among the owners of condominium units in such building and paid into separate accounts, each representing one condominium unit. The insurance proceeds shall be divided according to such owners' respective percentage interest therein as shown by the insurance policies, if so shown, otherwise according to such owners' interest in general common elements appurtenant to apartment units in the building so sold, and the proceeds of sale shall be divided according to such owner's respective undivided interests in the general common elements appurtenant to apartment units in the building so sold. The funds in each account (without contribution from one account to another) shall be applied by the Association for the following purposes in the order indicated: (i) for payment of the balance of the lien of any first mortgage on the condominium unit; (ii) for payment of taxes and special assessment liens in favor of any assessing entity; (iii) for payment of unpaid common expenses; (iv) for payment of junior liens and encumbrances in the order of and to the extent of their priority and (v) the balance remaining, if

any, shall be paid to the owner. The provisions of this paragraph shall not be construed as limiting in any way the right of a first lienor (in case the proceeds allocated under (i) above shall be insufficient to pay the indebtedness secured by his lien) to assert and enforce the personal liability for such deficiency of the person or persons responsible for payment of such indebtedness.

(d) If within 100 days after the date of such damage or destruction a plan for repairing and restoring the building shall be approved by the owners of apartment units in such building owning 51% or more of the total interests in general common elements appurtenant to such apartment units and by all first lienors of such condominium units, the Association (as attorney-in-fact for such owners) shall promptly cause such repairs and restoration to be made according to the plan. All owners of apartment units in such building shall be bound by the terms of such plan, and the difference, if any, between the amount of the insurance proceeds and the costs of repair and restoration shall be an expense of such owners only and shall be assessed against and paid by such owners in the proportions of their respective interests in general common elements appurtenant to apartment units in the damaged building.

(e) Nothing contained in this paragraph 11 shall be construed as imposing any liability whatever on any first lienor to pay all or any part of the costs of repair or restoration.

## 12. Obsolescence.

(a) If at any time the owners of 85% or more of the general common elements appurtenant to the apartment units in any building and all first lienors of such condominium units shall agree that such building has become obsolete and shall approve a plan for its renovation or restoration, the Association (as attorney-in-fact for the owners with interests in such building) shall promptly cause such renovation or restoration to be made according to such plan. All owners of apartment units in such building shall be bound by the terms of such plan, and the costs of the work shall be an expense of such owners only and shall be assessed against and paid by such owners in the proportions of their respective interests in general common elements appurtenant to apartment units in such building. No owner of a condominium unit in any other building shall be required to pay any of the costs of such renovation or restoration on account of such ownership.

(b) If at any time the owners of 85% or more of the general common elements and all first lienors shall agree that any of the improvements constituting the general common elements have become obsolete and shall approve a plan for their renovation or restoration, the Association (as attorney-in-fact for the owners) shall promptly cause such renovation or restoration to be made according to such plan. All owners shall be bound by the terms of such plan, and the costs of the work shall be a common expense, to be assessed and paid as provided in paragraph 8.

(c) If at any time the owners of 85% or more of the general common elements and all first lienors shall agree that the buildings have become obsolete and should be sold, the Association (as attorney-in-fact for the owners) shall promptly record in the real estate records of Summit

County, Colorado a notice of such facts, and shall sell all the real property then subject to this Declaration, free and clear of the provisions of this Declaration and the map, which shall wholly terminate and expire upon the closing of such sale. The proceeds of such sale shall be collected, applied and divided among the owners by the Association in the manner provided in subparagraph 11(c).

### 13. Condemnation.

(a) If all the real property then subject to this Declaration shall be taken for any public or quasi-public use, under any statute, by right of eminent domain, or by purchase in lieu thereof, or if any part of any building covered by this Declaration shall be so taken, or if any part of the land shall be so taken and the part remaining shall be insufficient for purposes of Villamont at Dillon Condominiums, the Association (as attorney-in-fact for the owners) shall collect the award made in such taking and shall sell the part of the land remaining after the taking, if any, free and clear of the provisions of this Declaration and the map. Such provisions shall wholly terminate and expire upon the recording of a notice by the Association setting forth all of such facts. The award and the proceeds of such sale, if any, shall be collected, applied and divided among the owners by the Association in accordance with their respective Sharing Ratios.

(b) If such taking shall be partial only, if no part of any building shall be taken, and if the remaining part of the land shall be sufficient for the purposes of the Villamont at Dillon Condominiums, the Association (as attorney-in-fact for the owners) shall collect the award and shall promptly and without delay cause the land not so taken to be restored as nearly as possible to its condition prior to the taking, applying the award to that purpose. Any part of the award not required for such restoration shall be divided by the Association among the owners in accordance with their respective Sharing Ratios.

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

15. Amendment or Revocation. This Declaration may be amended (a) by Declarant at any time prior to the filing of the map, and (b) upon the written approval in recordable form of the owners of 60% or more of the general common elements and all first lienors, except that the provisions of this paragraph 15, subparagraph 2(a) and Exhibit B relating to interests in the general common elements and the limited common elements may be amended only upon such approval of all the owners and all lienors. This Declaration shall be revoked automatically upon sale of all or part of the real property pursuant to subparagraphs 11(c), 12(c), or 13(a), as to the portion sold. This Declaration may also be revoked by the unanimous written approval in recordable form of all owners and all lienors.

16. Personal Property for Common Use. The Association may acquire and hold, for the use and benefit of all the owners, real, tangible and intangible personal property

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and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the condominium owners in the same proportion as their respective interests in the general common elements and shall not be transferable except with a transfer of a condominium unit. A transfer of a condominium unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each owner may use such property in accordance with the purpose for which it is intended and in accordance with rules and regulations duly established by the Association from time to time, without hindering, impeding or imposing upon the rights of the other owners. The transfer of a unit to a condominium unit under foreclosure shall entitle the purchaser to the beneficial interest in such personal property associated with the foreclosed condominium unit.

**17. Registration by Owner of Mailing Address.**

Each owner shall register his mailing address with the Association, and except for monthly statements and other routine notices, all other notices or demands intended to be served upon an owner shall be sent by certified mail, postage prepaid, addressed in the name of the owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Association shall be sent by certified mail, postage prepaid, to the address of the Association as designated in the by-laws of the Association. All notices to owners or the Association shall be deemed to have been duly made 72 hours after mailing in accordance with this paragraph 17.

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

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

**20. General Reservations.** Declarant reserves (a) the right to dedicate any access roads and streets serving this condominium project for and to public use; to establish easements, reservations, exceptions and exclusions consistent with the condominium ownership of the condominium project and for the best interests of the owners and the Association, and (b) for a period of ten years after the date this Declaration is initially recorded, an easement over the streets, roads and unimproved parts of the general common elements for access and utilities, to the extent necessary for construction of additional improvements, which may include recreational facilities which will become general

common elements with obligations

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common elements. The operating expenses of such improvements will be common expenses. However, Declarant has no obligation to construct additional improvements.

## 21. General.

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

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

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

IN WITNESS WHEREOF, Declarant has duly executed this Declaration this 18th day of February, 1976.

FREMONT PROPERTIES, INC.,  
a Colorado corporation

By

William Loring  
William Loring,  
Vice President



Burton Smead  
Burton Smead, Secretary

STATE OF COLORADO )

) ss.

CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 18th day of February, 1976 by WILLIAM LORING as Vice President and BURTON SMEAD as Secretary of Fremont Properties, Inc., a Colorado corporation, on behalf of such corporation.

Witness my hand and official seal.

My commission expires: My Commission Expires July 17, 1978



Burton P. Jones  
Notary Public

EXHIBIT A

(Attached to and made a part of Condominium Declaration for Villamont at Dillon Condominiums).

A portion of Lot 2, Wilderrest Filing No. 2, Summit County, Colorado, as filed for record in the office of the Summit County Clerk and Recorder; being more particularly described as follows:

Beginning at the southeasterly corner of said Lot 2; thence S 50° 05' 25" W a distance of 71.90 feet to a point of curvature; thence 163.96 feet along the arc of a curve to the right, having a central angle of 18° 15' 12" and a radius of 514.66 feet; thence S 68° 20' 37" W a distance of 44.13 feet; thence N 09° 48' 57" W a distance of 220.78 feet; thence N 36° 27' 40" E a distance of 79.29 feet; thence S 44° 29' 00" E a distance of 131.71 feet; thence N 45° 31' 00" E a distance of 77.00 feet to a point on the easterly line of said Lot 2; thence S 39° 54' 35" E along said easterly line of Lot 2 a distance of 124.27 feet to the point of beginning, containing 0.963 acres more or less.

EXHIBIT B

(Attached to and made a part of Condominium Declaration for Villamont at Dillon Condominiums)

Interests in General Common Elements

<u>Unit No.</u>	<u>Building No.</u>	<u>Square Footage of Apartment Unit</u>	<u>Percentage Interest in General Common Elements</u>
6901	1	836.82	1.33 %
6902	1	836.82	1.33 %
6903	1	836.82	1.33 %
6904	2	1237.92	1.96 %
6905	2	1237.92	1.96 %
6906	3	1237.92	1.96 %
6907	3	1237.92	1.96 %
6908	4	836.82	1.33 %
6909	4	836.82	1.33 %
6910	4	836.82	1.33 %
6911	5	836.82	1.33 %
6912	5	836.82	1.33 %
6913	5	836.82	1.33 %

Limited Common Elements

Each deck attached to a single apartment unit, as shown on the map, is a limited common element appurtenant to such unit, and the owner of such unit shall have the exclusive right to use such deck. Each deck or walk attached to more than one unit, as shown on the map, is a limited common element appurtenant to all the units to which it is attached, and only the owners of such units shall have the right to use such deck or walk.

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SUPPLEMENTAL CONDOMINIUM DECLARATION

FOR

VILLAMONT AT DILLON CONDOMINIUMS

SUMMIT COUNTY  
CLERK & RECORDER

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W. H. WARD

SUMMIT COUNTY  
CLERK & RECORDER  
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ARTIS H. WARD

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SUMMIT COUNTY  
CLERK & RECORDER  
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W. H. WARD  
WHEREAS, Straight Creek Management Corp. recorded  
Condominium Declaration for "Villamont at Dillon" on June  
4, 1978, in Book 240 at page 578 under Reception No. 135508  
in the records of the Clerk and Recorder of the County of  
Summit, State of Colorado, covering Lot 2, Wilderwest Filing  
No. 2, Summit County, Colorado (the "Land"); and

WHEREAS, Fremont Properties, Inc., a Colorado  
corporation ("Declarant"), revoked in its entirety the said  
Condominium Declaration and substituted therefor Condominium  
Declaration for Villamont at Dillon Condominiums dated  
February 18, 1976, and recorded March 10, 1976, in Book 275  
at page 856, Reception No. 155154 in the office of the Clerk  
and Recorder of the County of Summit, State of Colorado (the  
"Declaration"); and

WHEREAS, Article II, Subparagraph 2(c) of the  
Declaration provides that additional portions of the Land  
may be subjected to the Declaration; and

WHEREAS, Declarant is now the owner of that portion  
of the Land described in Exhibit A attached hereto and made  
a part hereof. Declarant may also subject other portions of  
the Land to the Declaration by recording a supplemental  
declaration or declarations and a supplemental map or maps  
in the Summit County, Colorado, records within ten years  
after the initial recording of the Declaration; and

WHEREAS, Declarant desires to subject the property  
described in Exhibit A to the Declaration.

1. Declarant does hereby subject the property described  
in Exhibit A to all of the terms and conditions of the  
Declaration. Declarant does hereby publish and declare that  
the terms and conditions of the Declaration shall apply to  
the property described in Exhibit A and that the terms and  
conditions of same shall be deemed to run with the land,  
shall be a burden and a benefit to Declarant, its successors,  
assigns, and any person, corporation, partnership, or other  
legal entity acquiring or owning an interest in the real  
property which is or becomes subject to the Declaration or  
to this Supplemental Condominium Declaration, and improvements  
built thereon.

2. The real property described in Exhibit A is hereby  
divided into 16 condominium units designated as set forth on  
Exhibit B, attached hereto and made a part hereof by reference,  
each consisting of an apartment unit, an undivided interest  
in the general common elements appurtenant to such apartment  
units, and the exclusive or nonexclusive right to use and  
enjoy limited common elements as set forth in Exhibit B.

3. Declarant does hereby convey and attribute (from  
Declarant's interest in general common elements reserved to  
Declarant in Article II, Subparagraph 2(b) of the Declaration)  
to each additional apartment unit an undivided percentage  
interest in the general common elements, such undivided  
percentage interest being set forth in Exhibit B attached  
hereto and made a part hereof by reference.

IN WITNESS WHEREOF, Declarant has fully executed  
this Supplemental Condominium Declaration this 22 day of  
December, 1978.

FREMONT PROPERTIES, INC., a  
Colorado corporation

(SEAL)

By Jed J. Burnham  
Vice President

ATTEST:

William L. Fink  
Secretary

(SEAL)

STATE OF COLORADO )  
CITY AND COUNTY OF DENVER ) ss.

The foregoing instrument was acknowledged before  
me this 22nd day of December, 1978 by William L. Fink  
as Secretary, of Fremont Properties,  
Inc., a Colorado corporation, on behalf of such corporation.

Witness my hand and official seal.

My commission expires: 2-9-81

(SEAL)

K. J. Peterson  
Notary Public

The foregoing instrument was acknowledged before me this 22nd day  
of December, 1978 by Jed J. Burnham as Vice President of  
Fremont Properties, Inc., A Colorado Corporation

K. J. Peterson

My Commission expires 2-9-81

EXHIBIT A

(Attached to and made a part of Supplemental Condominium Declaration for Villamont at Dillon Condominiums).

A portion of Lot 2, Wilderheat Filing No. 2, Summit County, Colorado, as filed for record in the office of the Summit County Clerk and Recorder; being more particularly described as follows:

Beginning at the northeasterly corner of said Lot 2; thence S 03° 34' 58" E a distance of 213.95 feet; thence S 39° 54' 35" E a distance of 63.73 feet to a point on the northerly line of Villamont at Dillon Condominiums as described in Book 275, Page 871; thence S 45° 31' 00" W along said northerly line a distance of 77.00 feet; thence N 44° 29' 00" W a distance of 131.71 feet; thence S 36° 27' 40" W a distance of 79.29 feet; thence N 09° 48' 57" W a distance of 289.36 feet to a point on the northerly line of Lot 2; thence N 89° 40' 56" E along said northerly line of Lot 2 a distance of 189.42 feet to the point of beginning, containing 1.115 acres more or less.

# EXHIBIT B

(Attached to and made a part of Supplemental Condominium Declaration for Villamont at Dillon Condominiums)

## INTERESTS IN GENERAL COMMON ELEMENTS

<u>Unit Number</u>	<u>Building Number</u>	<u>Square Footage of Apartment Unit</u>	<u>Percentage Interest in General Common Elements</u>
6915	15	1,342.25	2.05
6917	15	1,342.25	2.05
6919	16	909.78	1.39
6920	13	909.78	1.39
6921	16	985.27	1.49
6922	13	985.27	1.49
6923	16	909.78	1.39
6924	13	909.78	1.39
6925	22	1,342.25	2.05
6926	14	909.78	1.39
6927	22	1,342.25	2.05
6928	14	985.27	1.49
6930	14	909.78	1.39
6932	21	909.78	1.39
6934	21	985.27	1.49
6936	21	909.78	1.39

## LIMITED COMMON ELEMENTS

Each deck attached to a single apartment unit, as shown on the map, is a limited common element appurtenant to such unit, and the owner of such unit shall have the exclusive right to use such deck. Each deck or walk attached to more than one unit, as shown on the map, is a limited common element appurtenant to all the units to which it is attached, and only the owners of such units shall have the right to use such deck or walk.

FRENCH, WEST, WOOD & BROWN, P. C.

100 SOUTH RIDGE - SUITE 204

P. O. BOX 588

BRECKENRIDGE, COLORADO 80424

(303) 453-2901

ROBERT H. S. FRENCH  
STEPHEN C. WEST  
JOHN B. WOOD  
D. WAYNE BROWN  
DAVID A. DRAWBERT  
JANICE L. RUMBERGER

June 11, 1985

TO: All Villamont Condominium  
Association Members

RE: Declaratory Judgment Action  
District Court Case No. 84-CV-438

Dear Association Members:

As all of you will remember, this law firm was retained by your association to petition the District Court here in Breckenridge, Summit County, Colorado, to more clearly interpret the association's condominium documents with reference to the question of limited common elements versus general common elements. In so doing, you were sent a complete copy of the Complaint back in December of 1984.

In the intervening months, I have had the opportunity to speak with a number of you, and your representatives, and in every instance those persons agreed with the thrust of the Complaint, and evidenced their assent by not filing any responsive pleadings. Consequently, under the rules by which we play, we were able to secure a default declaratory judgment from Judge Ruckriegle on June 6, 1985. Pursuant to the letter you received with the Complaint, enclosed herewith please find a copy of Judge Ruckriegle's Final Order on this matter.

Essentially, to paraphrase Judge Ruckriegle's Order, the unit owners in a particular building will be responsible for the maintenance, upkeep, repairs, and replacements needed by that building. Limited common elements are now defined as elements that directly affect some, but not all, owners of units in the association. Please read Judge Ruckriegle's Order for the very precise definition contained therein. The association as a whole still has the authority and duty to mandate needed repairs to limited common elements, but the persons who will be assessed for making such repairs or replacements are the unit owners in the specific building needing work done. Practically speaking, the situation has not changed from the previous treatment of this problem, and those of you who have expended monies on your own building will now be assured that you will not be asked to pay for repairs or replacements in any other buildings than your own.

I wish to personally thank you all for your cooperation, understanding, and patience in this matter. It has been a pleasure to have been your representative in this matter.

Sincerely yours,

David A. Drawbert

DAD:klg  
Enclosure

June 6, 1985

DISTRICT COURT, SUMMIT COUNTY, COLORADO

Case No. 84-CV-438

Carol H. Briggs CLERK

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DEFAULT DECLARATORY JUDGMENT  
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VILLAMONT CONDOMINIUM ASSOCIATION, a Colorado non-profit corporation,

Plaintiff,

vs.

JOHN BIEG, CARY W. HAGENBACH, DONALD G. HUNTER, PATRICK K. O'MALLEY, JERRY M. SHANZER, INEZ M. SMITH, DONNA S. DALE, GAUIS R. SMITH, KATHY A. KIRKBY AND LEO K. KIRKBY, JAMES T. HUFFMAN AND DONNA L. HUFFMAN, PAUL D. MORRELL AND CARYL E. MORRELL, EAST LIMITED INVESTMENT GROUP, GEORGE J. DAVIS AND RUTH A. DAVIS, BEVERLY K. BROWN, GENE A. JOHNSON, JAN M. KLOPFENSTEIN, FRED J. KLOPFENSTEIN AND JUNE C. KLOPFENSTEIN, RITZMAN RENTALS/WALTER W. RITZMAN, DAVID W. HAYNES, JR., JOHN PARMAKIAN AND ADELE PARMAKIAN, PENNER-FRANTZ & CO., THOMAS A. DeFORE AND DOLORES A. DeFORE, DOUGLAS E. LARSON AND EVELYN J. LARSON, JOHN KENT CARUTHERS AND FLORA A. CARUTHERS, DONALD F. McBRYANT AND PATRICIA L. McBRYANT, CHARLES J. BOYCE AND LOIS A. BOYCE, DAVID E. WINSLOW, FRED J. FARNER, EDWARD G. WILBURN AND ALICE H. WILBURN, RICHARD H. BADER AND MARCIA C. BADER, DENNIS B. RAWLS AND MARTHA C. RAWLS, LESLIE J. KAY AND KATHLEEN M. KAY, ALLAN D. ANDERSON, KIAN SHAFF, ELIZABETH ANN TERSCHLUSE AND HERBERT E. TERSCHLUSE, JR., TRUSTEES OF THE ELIZABETH ANN TERSCHLUSE TRUST OF 11-1-78 AND HERBERT E. TERSCHLUSE, JR. AND ELIZABETH ANN TERSCHLUSE, TRUSTEES OF THE HERBERT E. TERSCHLUSE, JR. TRUST OF 11-1-78, JAMES L. SCHROCK, JAMES T. MULSTAY, DALE R. BROCKMEIR AND LAURA L. BROCKMEIR, GENE CARL KROEGER, LOWELL V. LANGLAND AND ALMA L. LANGLAND, ALLEN J. FLITCRAFT AND JANE H. FLITCRAFT, CORDON FLETCHER, NANCY L. ALLEN, FLORENCE T. SACHS, HELEN M. HEDTKE, SUMMIT COUNTY PARTNERSHIP, A COLORADO GENERAL PARTNERSHIP, ALVIN L. THOMAS AND DEBRA J. THOMAS, GARY L. GLOVER AND DeANN GLOVER, LARRY A. GLOVER AND LINDA M. GLOVER, TERRANCE J. TANGEN, HARRY J. DEVEREAUX AND DEBRA L. DEVEREAUX, CAROL A. ROSAUER, LESLIE C. MEYER, HOWARD R. MOORE, JR. AND ANN M. MOORE, MERLE D. BACON AND DIXIE L. BACON, O.M. WILBANKS, EMMETT B. FORMBY AND CATHERINE M. FORMBY, PAUL A. WESTLUND AND DONNA R. WESTLUND, PATRICK D. McANANY AND PATRICIA A. McANANY, ROBERT D. TAGMYER AND SUSAN R. TAGMYER, WILLIAM C. BARRON AND JO R. BARRON, GEORGE ATHAN AND CHERYL ATHAN, JAME ROGERS, TRUSTEE, FRANK F. DAVIS AND BARBARA NULL-DAVIS, WILLIAM H. BUNKER AND JUDITH BUNKER, COLORADO ESCAPE, A LIMITED PARTNERSHIP, DAVID H. ROLL, DAN C. EBY AND KATHY L. EBY, JACK PLUNKERT AND GERMAINE PLUNKERT, MARC DUBOWY, MARK SINGER, BUENA VISTA ASSOCIATES, BEN F. METZLER, JR. AND CAROLYN METZLER, RICHARD LEE MEYER AND MARILYN TOKY MEYER, SHELDON K. GINSBERG AND GLORIA D. GINSBERG, ALAN EISENBERG AND ANITA E. EISENBERG, FREDRICK G. DISNEY, JR., ANABEL M. LISLE, T. EVELYN HUNTER, MICHAEL D. SHUTAK

AND JUDITH L. SHUTAK, TRIPLE BGM, A PARTNERSHIP, JOHN J. WADAS, JR. AND GERALDINE K. WADAS, WILLIAM C. WEEDEN AND THERESA A. WEEDEN, JIMMY O. TEAGUE AND LINDA B. TEAGUE, G.G. COOPER AND SHIRLEY J. COOPER, MIDWEST CARBON COMPANY, JOSEPH D. LHOTKA AND BONNY P. LHOTKA, JOHN W. WESCOTT AND KRYSTINE K. WESCOTT, SIU HUEN NG AND MOLLY NG, WILLIAM S. CURRA AND PAULA R. CURRA,

Defendants.

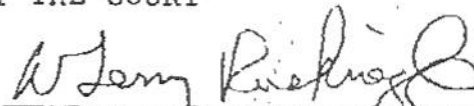
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This matter having come before the Court upon the Plaintiff's Motion for Default Judgment, and the Court having examined said Motion and attached Affidavit, and having determined that venue has been considered in this action and is proper, and that the Plaintiff, Villamont Condominium Association, is entitled to the relief prayed for in the Complaint filed herein, and being otherwise fully advised in the premises, it is

ORDERED AND ADJUDGED that the Plaintiff's Motion be and the same is hereby granted and a default declaratory judgment is hereby entered in favor of the Plaintiff, and the terms of said judgment are as follows: The Court adjudges that, except as otherwise specifically designated on the condominium plats for Villamont at Dillon Condominiums, the term "limited common elements" be defined as comprising all portions of an individual building enclosed within the exterior surface of the building envelope, including underground utility lines and other underground facilities on the interior of a downward projection of the exterior surface of the foundation; and also including the building's roofs, exterior siding, windows, doors, foundations, framing, crawl spaces, basements, attics, and other portions of the building, but excluding portions of the building which comprise or are included within individual condominium units; thus clarifying the language of the condominium declarations for Villamont at Dillon Condominiums with regard to the definition of limited common elements and the responsibility for up-keep, repairs, and replacements of such limited common elements.

DONE AND ORDERED this 6<sup>th</sup> day of June, 1985.

BY THE COURT

  
W. Terry Ruckriegle, Judge

SECOND SUPPLEMENTAL CONDOMINIUM DECLARATION

FOR

VILLAMONT AT DILLON CONDOMINIUMS

Summit County  
Clerk and Recorder  
Oct 22 12 24 PM '83  
ARLYS M. WARD

198442

WHEREAS, Straight Creek Management Corp. recorded Condominium Declaration for "Villamont at Dillon" on July 24, 1973, in Book 140 at page 578 under Reception No. 135508 in the records of the Clerk and Recorder of the County of Summit, State of Colorado, covering Lot 2, Wilderwest Filing No. 2, Summit County, Colorado (the "Land"); and

WHEREAS, Fremont Properties, Inc., a Colorado corporation ("Declarant"), revoked in its entirety the said Condominium Declaration and substituted therefor Condominium Declaration for Villamont at Dillon Condominiums dated February 18, 1976, and recorded March 10, 1976, in Book 275 at page 856, Reception No. 155154 as supplemented by Supplemental Condominium Declaration for Villamont at Dillon Condominiums recorded December 26, 1978 under Reception No. 185763, a Supplement filed January 9, 1979 under Reception No. 186474 and Amendment to Supplemental Condominium Declaration for Villamont at Dillon Condominiums filed January 29, 1979 under Reception No. 187224 in the office of the Clerk and Recorder of the County of Summit, State of Colorado (such declaration as supplemented being herein called the "Declaration"); and

WHEREAS, Article II, Subparagraph 2(c) of the Declaration provides that additional portions of the Land may be subjected to the Declaration by recording a supplemental declaration or declarations and a supplemental map or maps in the Summit County, Colorado records within ten years after the initial recording of the Declaration; and

WHEREAS, Declarant is now the owner of that portion of the Land described in Exhibit A attached hereto and made a part hereof and Declarant desires to subject such property to the Declaration.

1. Declarant does hereby subject the property described in Exhibit A to all of the terms and conditions of the Declaration. Declarant does hereby publish and declare that the terms and conditions of the Declaration shall apply to the property described in Exhibit A and that the terms and conditions of the Declaration shall be deemed to run with the land, shall be a burden and a benefit to Declarant, its successors, assigns, and any person, corporation, partnership, or other legal entity acquiring or owning an interest in the real property which is or becomes subject to the Declaration or to this Second Supplemental Condominium Declaration, and improvements built thereon.

2. The real property described in Exhibit A is hereby divided into 32 condominium units designated as set forth on Exhibit B, attached hereto and made a part hereof by reference, each consisting of an apartment unit, an undivided interest in the general common elements appurtenant to such apartment units, and the exclusive or nonexclusive right to use and enjoy limited common elements as set forth in Exhibit B.

3. Declarant does hereby convey and attribute (from Declarant's interest in general common elements reserved to Declarant in Article II, Subparagraph 2(b) of the Declaration)

PROPERTY OF  
SARGENT & SOUTHWELL  
OCT 21 1977  
FBI  
ATLANTA

PREMONT PROPERTIES, INC., a  
Colorado corporation

W. D. Woods

Secretary

~~Vice-President~~

) 1885.

CITY &amp; COUNTY OF DENVER

Witness my hand and official seal.

My commission expires: My Commission Expires May 30, 1963

A circular notary seal for the State of Colorado. The outer ring contains the text "NOTARY PUBLIC" at the top and "STATE OF COLORADO" at the bottom. The center features a five-pointed star.

Notary Public

EXHIBIT A

(Attached to and made a part of Second Supplemental  
Condominium Declaration for Villamont at Dillon  
Condominiums)

LEGAL DESCRIPTION

A portion of Lot 2, "RESUBDIVISION OF A PORTION OF LOT 2 AND  
ALL OF LOT 3, WILDERNEST FILING NO. 2", Summit County,  
Colorado as filed for record in the office of the Summit  
County Clerk and Recorder; being more particularly described  
as follows:

Beginning at the southwesterly corner of said Lot 2; thence  
North 10°07'14" West a distance of 573.11 feet; thence North  
89°40'56" East a distance of 168.79 feet; thence South  
9°48'57" East a distance of 510.14 feet to a point on the  
North line of Ryan Gulch Road; thence South 68°20'37" West  
along said North line a distance of 139.24 feet to a point  
of curve; thence along said North line along the arc of a  
curve to the left having a radius of 466.12 feet and a  
central angle of 3°26'04" a distance of 27.94 feet to the  
point of beginning, containing 1.901 acres more or less.

EXHIBIT B

(Attached to and made a part of Second Supplemental  
Condominium Declaration for Villamont at Dillon  
Condominiums)

INTERESTS IN GENERAL COMMON ELEMENTS

<u>Unit Number</u>	<u>Building Number</u>	<u>Square Footage of Apartment Unit</u>	<u>Percentage Interest in General Common Elements</u>
6940	7	909.78	1.44
6942	7	985.27	1.56
6944	7	909.78	1.44
6941	8	909.78	1.44
6943	8	985.27	1.56
6945	8	909.78	1.44
6946	9	909.78	1.44
6948	9	985.27	1.56
6950	9	909.78	1.44
6952	10	909.78	1.44
6954	10	985.27	1.56
6956	10	909.78	1.44
6947	11	1342.25	2.13
6949	11	1342.25	2.13
6951	12	1342.25	2.13
6953	14	1342.25	2.13
6958	17	909.78	1.44
6960	17	985.27	1.56
6962	17	909.78	1.44
6964	18	909.78	1.44
6966	18	985.27	1.56
6968	18	909.78	1.44
6955	19	1342.25	2.13
6957	19	1342.25	2.13
6959	20	909.78	1.44
6961	20	985.27	1.56
6963	20	909.78	1.44
6970	23	909.78	1.44
6972	23	985.27	1.56
6974	23	909.78	1.44
6965	24	1342.25	2.13
6967	24	1342.25	2.13

LIMITED COMMON ELEMENTS

Each limited common element shown on the Supplemental Map as being attached to or for use by or otherwise related to a single apartment unit is appurtenant to such unit, and the owner of such unit shall have the exclusive right to use such limited common element. Each limited common element shown on the Supplemental Map as being attached to more than one unit is appurtenant to all the units to which it is attached, and only the owners of such units shall have the right to use such limited common element.