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CONDOMINIUM DECLARATION

FOR

CAMELBACK VILLAGE CONDOMINIUM ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, CAMELBACK VILLAGE CONDOMINIUM ASSOCIATION, a Colorado Not-for-Profit corporation, ("Declarant") is the owner of certain property located in the County of El Paso, State of Colorado, and more particularly described in Exhibit "A" attached hereto and made a part hereof, said property being hereinafter referred to as "the Property", and

WHEREAS, Declarant desires to maintain a condominium complex containing 61 condominium units, as hereinafter defined, and

WHEREAS, Declarant also desires to continue to modify property to serve the needs of its members, and

WHEREAS, Declarant desires to establish, by this Declaration, a plan for the individual ownership of that part of the property consisting of the area or space contained in each of the condominium units in said buildings and the co-ownership, as tenants in common, of all the remainder of the property and improvements thereon which are hereinafter defined and referred to as the "common elements". Such plan is hereby declared to be for the benefit of the property and the owners thereof, their heirs, successors, administrators, grantees and assigns, and is for the purpose of designating the property as condominium property under the provisions of the Condominium Ownership Act of the State of Colorado, Article 15 of Chapter 118 of 1963 Colorado Revised Statutes, as amended.

NOW, THEREFORE, Declarant hereby makes the following declaration which shall govern the divisions, conveyances, covenants, restrictions, limitations, conditions and uses of the property hereby specifying that this Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners of all or any part of the property and improvements thereon, together with their grantees, successors, heirs, administrators and assigns.

DEFINITIONS

A. All applicable portions of definitions as contained in 1963 Colorado Revised Statutes, Chapter 118-15-3, as amended, shall apply to this Declaration and the property except as particularly modified or changed by individual definitions hereinafter contained.

B. "Unit" means the air space which is contained within the unfinished perimeter walls, floors and roofs of each unit of a building as shown on the Condominium Map of the property, to be recorded, together with all improvements and fixtures within said air space except bearing walls, pillars, and utilities passing through said condominium unit to serve adjacent

condominium units, and except beams and portions of the buildings forming essential supports and essential structural parts.

C. "Building" means a single building containing units as shown on the Map.

D. "Condominium Unit" means the fee simple interest and title in and to a unit, together with the undivided interest in the general common elements and the rights to such limited elements as are appurtenant thereto.

E. "Owner" means a person, persons, firm, corporation, partnership, association, or other legal entity, or any combination thereof, who or which owns an interest in one or more condominium units.

F. "General Common Elements" means and includes the land described in Exhibit "A", except those areas designated as "garages", the structural components of the buildings; the balconies and parking spaces; such improvements, buildings or areas as are provided for community, recreation, utility or for common use; and all other parts of such land and the improvements thereon necessary or convenient to its existence, maintenance and safety which are normally and reasonably in common use, including the air above such land, all of which shall be owned, as tenants in common, by the owners of the separate units, each owner of a unit having an undivided percentage or fractional interest in such general common elements as is provided hereinafter.

G. "Limited Common Elements" means those parts of the general common elements which are either limited to and reserved for the exclusive use of an owner of a condominium unit or are limited to and reserved for the common use of more than one but fewer than all of the condominium unit owners.

H. "Condominium Project" means all of the land and improvements initially submitted by this Declaration and subsequently submitted as many be provided hereinafter.

I. "Map", "Condominium Map", or "Supplemental Map" means and includes the engineering survey of the land depicting and locating thereon all of the improvements, the floor and elevation plans and any other drawing or diagrammatic plan depicting a part of or all of the improvements and land.

J. "Fractional Interest" means the proportionate interest of each condominium unit owner's undivided interest in common elements to all such interests.

K. "Common Expenses" means the expenses of administration; of repair and maintenance of common elements and buildings, including, but not limited to, caring for the grounds, recreational facilities, roofs, walls and supports of buildings, and carports; reserve for repair, maintenance, taxes and other charges including fire and other hazard insurance premiums, and a liability insurance policy which policy, in addition to public liability, shall cover repair and construction work to all of the assets and property owned or to be maintained by the Association. Such common expenses shall be paid in amounts and at times determined reasonable and necessary by the Association for the best good and convenience of all condominium unit owners.

L. "Association" means a Colorado Non-profit corporation bearing the name of this condominium project, formed for the purpose of managing, maintaining, repairing and administering the property and all buildings and improvements and common elements on a part of the property; of assessing, collecting and applying common expenses, for enforcing this Declaration, for acting as attorney-in-fact or trustee for condominium unit owners as hereafter set forth, and generally for administering the property. Its only members shall be owners of condominium units. A person who, for any reason, ceases to be such owner shall cease to be such member, which membership provisions shall be included in the Association's by-laws.

M. "Managing Agent" means an individual, firm, partnership or corporation authorized to do business in the State of Colorado, employed by the Association, to administer and operate the property and to carry out such other duties as the Association may direct, in furtherance of its purposes. Wherever in this Declaration a duty is imposed upon, or a right or privilege is reserved to, the Association, if such duty right or privilege is delegated by the Association to the Managing Agent, the latter shall thereupon be deemed to have assumed such duty and shall be entitled to exercise such right or privilege.

II. MAP

The Map may be filed for record in whole or in parts or sections, from time to time, as the stages of construction of the units and other improvements are substantially completed. Each section of the Map filed subsequent to the first, or initially, filed Map, shall be termed a Supplement to such Map and the numerical sequence of such supplements shall be shown thereon. The Map or any part or section thereof depicting units shall not be filed for record until a building in which the units are located has been substantially completed in order to permit the location thereof, both horizontally and vertically. Each such Map shall be filed for record prior to the conveyance of condominium unit to a purchaser. Each such Map shall depict and show at least the following: The legal description of the land and a survey thereof; the location of the building; the floor and elevation plans; the location of the unit within the building, both horizontally and vertically; the thickness of the common walls between or separating the units; the location of any structural components or supporting elements of a building located within a unit; and the unit designations by number and the buildings by letter or symbol. The Map shall contain the certificate of a registered professional engineer or licensed architect, or both certifying that the Map substantially depicts the location and the horizontal and vertical measurements of the building, the units, the unit designations, the dimensions of the units, the elevations of the unfinished floors and ceilings as constructed, the building letter or symbol, and that such Map was prepared subsequent to substantial completion of the improvements. Each supplement and/or any amendment shall set forth a like certificate when appropriate. In interpreting the Map the existing physical boundaries of each separate unit as constructed shall be conclusively presumed to be its boundaries. Declarant reserves the right to amend the Map, from time to time, to conform the same according to the actual location of any of the constructed improvements and to establish, vacate and relocate easements, access road easements and on-site parking areas.

III. DIVISION OF PROPERTY INTO CONDOMINIUM UNITS

The real property described in Exhibit "A" and the improvements thereon are hereby divided into the fee simple estates as is set forth on the attached Exhibit "B", which by this reference is made a part hereof. Each such estate shall consist of the separately designated units and the undivided percentage interest in and to the general common elements appurtenant to each unit as set forth therein.

Declarant reserves the right to (i) physically combine the space within one unit with the space within one or more adjoining units, (ii) to combine a part of or combination of parts of the space within one unit with part or parts of the space within one or more adjoining units, and (iii) to divide into separate units the space of one unit. The aggregate or divided undivided interests in the general common elements resulting therefrom shall be reflected by an amendment to Exhibit "B" hereof and to the Map.

IV. LIMITED COMMON ELEMENTS

Limited common elements shall be identified on the Map. Any balcony, patio, or deck which is accessible from, associated with and which adjoins a unit shall, without further reference thereto, be used in connection with such unit to the exclusion of the use thereof by the other owners of the general common elements, except by invitation. All of the owners of the condominium units in the condominium project shall have a non-exclusive right in common with all of the other owners to use of sidewalks, pathways, roads and streets located within the entire condominium project. No reference thereto, whether such limited common elements are exclusive or non-exclusive, need be made in any deed, instrument of conveyance or other instrument, and reference is made to the provisions of paragraph VI of this Declaration.

V. PARKING AND GARAGES

There is excepted from the general common elements the parking areas shown on Exhibit "A", designated as "garages", which areas, whether one or more, may be owned in fee simple by condominium unit only.

VI. DESCRIPTION OF CONDOMINIUM UNITS

(a) A contract for the sale of a condominium unit written prior to the filing for record of the Map may legally describe a condominium unit by its identifying unit number, followed by the words "Camelback Condominium" with further reference to the Declaration and the Map to be filed for record.

(b) Subsequent to the filing of the Map and the recording of the Declaration, every deed, lease, mortgage, trust deed, will or other instrument may legally describe a condominium unit by identifying unit number, followed by the words "Camelback Condominium" with further reference to the Map thereof filed for record and the recorded Declaration. Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect not only the unit but also the general common elements and the limited common elements appurtenant thereto. Each such description shall be construed to include a non-exclusive easement for ingress and egress to an owner's unit, and use of all of the general common elements together with the right to the use of the limited common elements. The initial deeds conveying each condominium unit may contain reservations, exceptions and exclusions

each condominium unit may contain reservations, exceptions and exclusions which the Declarant deems to be consistent with and in the best interests of all condominium unit owners and the Association.

(c) The reference to the Map and Declaration in any instrument shall be deemed to include any supplements to the Map or Declaration without specific reference thereto.

VII. ASSESSMENT FOR COMMON EXPENSES

(a) All owners shall be obligated to pay the estimated assessments imposed by the Board of Managers of the Association to meet the common expenses. The assessments shall be made pro rata according to each owner's percentage interest in and to the general common elements, except for hazard insurance premiums. Assessments for insurance premiums shall be based upon that proportion of the total premiums that the insurance carried on a condominium unit bears to total coverage. The limited common elements shall be maintained as general common elements, and owners having exclusive use thereof shall not be subject to any special charges or assessments. Assessments for the estimated common expenses, including insurance, shall be due monthly in advance on the first day of each month. The Managing Agent or Board of Managers shall prepare and deliver or mail to each owner a statement for the estimated or actual expenses established on a monthly basis payable on the first day of each month. When a change occurs in the monthly amount, a statement shall be delivered prior to the due date of payment.

(b) Contribution for monthly assessments shall be prorated if the ownership of a condominium unit commences on a day other than the first day of a month.

(c) The assessments made for common expenses shall be based upon the cash requirements deemed to be such aggregate sum as the Board of Managers of the Association shall from time to time determine is to be paid by all of the condominium unit owners, to provide for the payment of all estimated expenses growing out of or connected with the maintenance, rental and operation of the units and of the general common elements, which sum shall include, but shall not be limited to, expenses of management; rental operation; taxes and special assessments, until separately assessed; premiums for fire insurance with extended coverage and vandalism and malicious mischief with endorsements attached issued in the amount of the maximum replacement value of all of the condominium units (including all fixtures; interior walls and partitions; decorated and finished surfaces of perimeter walls, floors and ceilings; doors, windows and other elements or materials comprising a part of the units); casualty and public liability and other insurance premiums; telephone; landscaping and care of grounds; common lighting and heating; repairs and renovations; trash collections; wages; water charges, legal and accounting fees; management fees; expenses and liabilities incurred by the Managing Agent or Board of Managers under or by reason of this Declaration; for any deficit remaining from a previous period; the creation of a reasonable contingency or other reserve or surplus funds as well as other costs and expenses relating to the general common elements. The omission or failure of the Board of Managers to fix the assessment for any month shall not be deemed a waiver, modification or a release of the owners from their obligation to pay. Each condominium unit owner shall pay all electricity bills applicable to his individual condominium unit.

(d) No owner may exempt himself from liability for his contribution for the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his unit.

VIII. LIEN FOR NONPAYMENT OF COMMON EXPENSES

It shall be the duty of the owner of each condominium unit to pay his proportionate share of the expenses of administration, maintenance and repair of the common elements, taxes, insurance and fixed charges allocated or assessed to such unit and its corresponding condominium interest, and of any other expense set forth in Section VII above. Payment thereof shall be in such amounts and at such times as may be determined by the Association (or Managing Agent).

If any condominium unit owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof shall constitute a lien on the condominium interest of such owner as set forth in the deed of conveyance to him, together with his interest in common elements, and upon the recording of notice thereof by the Association (or Managing Agent) in the office of the Recorder of Deeds of the County in which the property is situated, such lien shall be constituted upon such unit owner's interest of condominium property prior to all other liens and encumbrances, recorded or unrecorded, except only (a) taxes, special assessments, and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this state and other state or federal taxes which by law are a lien on the interest of such unit owner prior to pre-existing recorded encumbrances thereon, and (b) all sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance.

The Association (or Managing Agent) shall send a notice, postage prepaid, to any such encumbrancer whose encumbrance was recorded prior to the time of recording the notice of lien provided for in this section, at the address shown in the recorded encumbrance; provided that if such encumbrancer has furnished the Association (or Managing Agent) with another address, then such other address shall be used, and said Association (or Managing Agent) shall not foreclose its said lien until at least thirty (30) days after the date of depositing such notice in the United States mails, postage prepaid, to the address of such encumbrancer.

In addition to the lien and foreclosure of same as herein provided, the Association (or Managing Agent) may, at its discretion, after the notice period provided in the preceding paragraph, cause water service to any unit to be terminated until such time as all arrearages have been paid.

Any encumbrancer holding a lien on a condominium unit may pay any common expenses payable with respect to such unit, and, if so provided in an encumbrance, may add the amount of such payment to the unpaid balance secured by his lien, and such added amount shall have the same priority and lien rights as the unpaid balance to which added.

The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other condominium unit owners, and may be foreclosed by an action brought in the name of the Association in a like manner as a mortgage of real property. In any such foreclosure the owner shall be required to pay the costs and expenses of such proceedings, the costs

expenses for filing the notice or claim of lien, and all reasonable attorney fees (but not less than the amount recommended by the Bar Association of said county according to the then current published fee schedule for foreclosure proceedings through Court). The owner shall also be required to pay the Association all monthly assessments for the condominium unit during the period of foreclosure, and the Association shall be entitled to the Receiver to collect the same. The Association acting on behalf of the unit owners, shall have the power to bid in the interest so foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its rights to such lien as may be necessary or expedient to an insurance company which will continue to give total coverage in spite of nonpayment of such defaulting owner's portion of the premium.

The Association (or Managing Agent), its officers and directors, shall not be liable or accountable in damages for any action taken pursuant to the provisions of the Declaration.

IX. OWNERS'S PERSONAL OBLIGATION FOR PAYMENT OF ASSESSMENTS

The amount of the common expenses assessed against each condominium unit shall be the personal and individual debt of the owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing same. No owner may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his unit.

X. JOINT LIABILITY OF TRANSFEROR AND TRANSFEREE

The grantee of a condominium unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his proportionate share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee thereof; unless said liability is limited by contents of a Certificate issued to the grantee under paragraph XI below, or is avoided by the non-issuance of such Certificate within the ten day period as set forth in paragraph XI below.

XI. CERTIFICATE OF ASSESSMENTS

Upon payment of a reasonable fee not to exceed twenty-five (\$25.00) dollars and upon the written request of any owner, mortgagee, prospective grantee or prospective mortgagee, of a condominium unit, the Association -- by its financial officer, (or the Managing Agent) shall issue a written Certificate setting forth the amount of unpaid common expenses, if any, with respect to the subject unit; the amount of the current monthly assessment and the date upon which such assessment becomes due; and credit for advanced payments or for prepaid items (including, but not limited to, insurance premiums). Such Certificate shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a Certificate of Assessments be complied with within ten (10) days of the receipt of the request, then (a) in the case of a request by a mortgagee or prospective mortgagee, all unpaid common expenses which become due prior to the date of making such request shall be subordinate to the lien of said mortgagee or prospective mortgagee, or (b) in the case of a request by a prospective grantee, he shall not be liable for, nor shall the unit conveyed

e subject to a lien for, any unpaid assessment or common expenses which become due prior to the date of making such request. No failure to comply with such request, if made by the owner, shall relieve him from personal liability for, or the subject unit from the lien for, any unpaid assessments or common expenses. The provisions contained in this paragraph shall not apply upon the initial transfer of the condominium units by Declarant.

XII. MORTGAGING A CONDOMINIUM UNIT

Any owner shall have the right from time to time to mortgage or encumber his interest by deed of trust, mortgage or other security instrument. A first mortgage shall be one which has first and paramount priority under applicable law. The owner of a condominium unit may create junior mortgages on the following conditions: (1) that any such junior mortgages shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, lien for common expenses, and other obligations created by this Declaration and by the By-Laws; and (2) that the mortgagee under any junior mortgage shall release, for the purpose of restoration of any improvement upon the mortgaged premises, all of his right, title and interest in and to the proceeds under all insurance policies upon said premises, which insurance policies were effected and placed upon the mortgaged premises by the Association. Such release shall be furnished forthwith by a junior mortgagee upon written request of the Association.

XIII. FORECLOSURE, DEEDS, ETC.

In the event any person shall acquire or be entitled to the issuance of a tax deed, public trustee's deed, sheriff's deed, commissioner's deed, etc., the interest so acquired shall be subject to all the provisions of this Declaration and to the terms, provisions, covenants, conditions and limitations contained in the Declaration, the Condominium Map, the By-Laws of the Association or any restrictions or exceptions affecting such interest then in force.

XIV. INSURANCE

The Association, through its Board of Directors (or the Managing Agent) shall have the authority to and shall obtain insurance for the condominium property on all buildings, common areas, etc., for liability as set forth hereinabove and against loss or damage by fire and such other hazards as are generally covered in the area under standard extended coverage provisions for at least the full insurable replacement costs of the condominium buildings, common elements and units, and may include coverage against vandalism, etc. From time to time, and not less often than once every twelve months, the Association (or Managing Agent) shall cause to be made -- by a reputable real estate appraiser -- an estimate of the replacement cost of the condominium buildings, common elements, and units, and shall thereupon cause the insurance coverage to be raised or lowered accordingly. The insurance shall be carried with a domestic company having the highest rating, and shall be in blanket policy form naming the Association the insured, as attorney-in-fact (for the condominium unit owners), which policy or policies shall identify the interest of each condominium unit owner (owner's name, unit number, building symbol or designation, the appurtenant undivided interest in the general common elements), and which policy or policies shall provide a standard, non-contributory mortgagee clause in favor of each first mortgagee, and that it cannot be canceled by either the insured or the insurance company until after

ten (10) days' prior written notice is first given to each owner and to each first mortgagee. The Association (or the Managing Agent) shall furnish a certified copy of such blanket policy and the Certificate identifying the interest of the mortgagor. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular owner guilty of a breach of warranty, act, omission, negligence or non-compliance of any provision of such policy, including payment of the insurance premium applicable to that owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under any such policy, as to the interests of all other insured owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

A condominium unit owner may obtain whatever additional insurance he desires; it shall, however, be the individual responsibility of each owner to provide, as he sees fit, homeowner's liability insurance, theft, and other insurance covering personal property damage and loss, including damage to interior walls and wall coverings, and payment for the premiums thereof and renewal thereof shall be the sole responsibility of such owner and not of the Association.

XV. ASSOCIATION ATTORNEY-IN-FACT

This Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the property upon its destruction or obsolescence.

Title to any condominium unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed from the Declarant or from any owner shall constitute appointment of the attorney-in-fact herein provided. All of the owners irrevocably constitute and appoint the Association their true and lawful attorney in their name, place and stead for the purpose of dealing with the property upon destruction or obsolescence as is hereafter provided. As attorney-in-fact, the Association, by its president and secretary, shall have full and complete authorization, right and power to make, execute and deliver to itself or a third person any contract, deed or any other instrument with respect to the interest of a condominium unit owner which are necessary and appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in the succeeding paragraph means restoring the improvements to substantially the same condition in which it existed prior to the damage, with each condominium unit and the general and limited common elements having the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association as set forth in Paragraph XVI below.

Such power of attorney includes a power to subject a unit owner's condominium interest and/or percentage ownership to whatever rights are necessary (including entry of a unit in an emergency) to permit proper maintenance, repair and improvement to each and all condominium buildings and common areas by the Association, or by the Managing Agent.

XVI. DISPOSITION OF DESTROYED OR OBSOLETE UNIT

A. In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvements, shall be applied by the Association, as attorney-in-fact, to such reconstruction, and the improvements shall be promptly repaired and reconstructed. The Association shall have full authority, right and power, as attorney-in-fact, to cause the repair and restoration of the improvements.

B. If the insurance proceeds are insufficient to repair and reconstruct the improvements, and if such damage is not more than sixty (60%) percent of all of the condominium units (the whole property), not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of an assessment to be made against all of the owners and their condominium units. Such deficiency assessment shall be a common expense and made pro-rata according to each owner's percentage interest in the general common elements and shall be due and payable within thirty (30) days after written notice thereof. The Association shall have full authority, right and power, as attorney-in-fact, to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the assessment. The assessment provided for herein shall be a debt of each owner and a lien on his condominium unit and may be enforced and collected as is provided in paragraph VIII. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such deficiency assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association, as attorney-in-fact, pursuant to the provisions of this paragraph. The delinquent owner shall be required to pay to the Association the costs and expenses for filing the notices, interest at the rate of eight (8%) percent per annum on the amount of the assessment and all reasonable attorney's fees. The proceeds derived from the sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, in the following order:

- (1) For payment of taxes and special assessments liens in favor of any assessing entity and the customary expense of sale;
- (2) For payment of the balance of the lien of any first mortgage;
- (3) For payment of unpaid common expenses and all costs, expenses and fees incurred by the Association;
- (4) For payment of junior liens and encumbrances in the order of and to the extent of their priority; and
- (5) The balance remaining, if any, shall be paid to the condominium unit owner.

C. If the insurance proceeds are insufficient to repair and reconstruct the damaged improvements, and if such damage is more than sixty (60%) percent of all of the condominium units (the whole property), not including land, and if the owners representing an aggregate ownership interest of fifty-one (51%) percent, or more, of the general common elements do not voluntarily, within one hundred (100) days thereafter, make provisions for reconstruction, which plan must have the unanimous approval or consent of every first mortgagee, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's President and Secretary or Assistant Secretary, the entire remaining premises shall be sold by the Association pursuant to the provisions of the paragraph, as attorney-in-fact for all of the owners, free and clear of the provisions contained in this Declaration, the Map and the By-Laws. The insurance settlement proceeds shall be collected by the Association according to each owner's percentage interest in the general common elements, and such divided proceeds shall be paid into separate accounts, each such account representing one of the condominium units. Each such account shall be in the name of the Association, and shall be further identified by the condominium unit designation and the name of the owner. From each separate account the Association, as attorney-in-fact, shall forthwith use and disburse the total amount (of each) of such accounts, without contribution from one account to another, toward the partial or full payment of the lien of any first mortgage against the condominium unit represented by such separate account. Each such account shall be supplemented by the apportioned amount of the proceeds obtained from the sale of the entire property. Such apportionment shall be based upon each condominium unit owner's percentage interest in the general common elements. The total funds of each account shall be used and disbursed, without contribution from one account to another, by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in subparagraph B (1) through (5) of this paragraph.

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D. If the owners representing an aggregate ownership interest of fifty-one (51%) per cent, or more, of the general common elements adopt a plan for reconstruction, which plan has the unanimous approval of all first mortgagees, then all of the owners shall be bound by the terms and other provisions of such plan. Any assessment made in connection with such plan shall be a common expense and made pro-rata according to each owner's percentage interest in the general common elements and shall be due and payable as provided by the terms of such plan, but not sooner than thirty (30) days after written notice thereof. The Association shall have full authority, right and power, as attorney-in-fact, to cause the repair or restoration of improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the assessment. The assessment provided for herein shall be a debt of each owner and a lien on his condominium unit and may be enforced and collected as is provided in paragraph VIII. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association. The delinquent owner shall be required to pay to the Association the costs and expenses for filing the notices, interest at the rate of ten (10%) percent per annum on the amount of the assessment and all reasonable attorney's fees. The proceeds derived from the sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in subparagraph B (1) through (5) of this paragraph.

(80%) percent, or more, of the general common elements may agree that the general common elements are obsolete and adopt a plan for the renewal and reconstruction, which plan has the unanimous approval of all first mortgagees of record at the time of the adoption of such plan. If a plan for the renewal or reconstruction is adopted, notice of such plan shall be recorded, and the expense of renewal and reconstruction shall be payable by all of the owners as common expenses; provided, however, that an owner not a party to such a plan for renewal or reconstruction may give written notice to the Association within fifty (50) days after the date of adoption of such plan that such unit shall be purchased by the Association shall then have thirty (30) days (thereafter) within which to cancel such plan. If such plan is not canceled, the condominium unit of the requesting owner shall be purchased according to the following procedures. If such owner and the Association can agree on the fair market value thereof, then such sale shall be consummated within thirty (30) days thereafter. If the parties are unable to agree, the date when either party notifies the other that he or it is unable to agree with the other shall be the "commencement date" from which all periods of time mentioned herein shall be measured. Within ten (10) days following the commencement date, each party shall nominate in writing (and give notice of such nomination to the other party) an appraiser. If either party fails to make such a nomination, the appraiser nominated shall, within five (5) days after default by the other party, appoint and associate with him another appraiser. If the two designated or selected appraisers are unable to agree, they shall appoint another appraiser to be umpire between them, if they can agree on such person. If they are unable to agree upon such umpire, each appraiser previously appointed shall nominate two appraisers, and from the names of the four appraisers so nominated one shall be drawn by lot by any judge of any court of record in Colorado, and the name so drawn shall be such umpire. The nominations from whom the umpire is to be drawn by lot shall be submitted within ten (10) days of the failure of the two appraisers to agree, which, in any event, shall not be later than twenty (20) days following the appointment of the second appraiser. The decision of the appraisers as to the fair market value, or in the case of their disagreement, then such decision of the umpire, shall be final and binding. The expenses and fees of such appraisers shall be borne equally by the Association and the owner. The sale shall be consummated within fifteen (15) days thereafter, and the Association, as attorney-in-fact, shall disburse such proceeds for the same purposes and in the same order as is provided in subparagraph B (1) through (5) of this paragraph, except as modified herein.

F. The owners representing an aggregate ownership interest of eighty-five (85%) percent, or more, of the general common elements may agree that the condominium units are obsolete and that the same should be sold. Such plan must have the unanimous approval of every first mortgagee. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's President and Secretary or Assistant Secretary, the entire premises shall be sold by the Association, as attorney-in-fact, for all of the owners, free and clear of the provisions contained in this Declaration, the Map and the By-Laws. The sales proceeds shall be apportioned between the owners on the basis of each owner's percentage interest in the general common elements, and such apportioned proceeds shall be paid into separate accounts, each such account representing one condominium unit. Each such account shall be in the name of the Association, and shall be further identified by the condominium unit designation and the name of the owner. From each separate account the Association, as attorney-in-fact, shall use and disburse the total amount (of

designation and the name of the owner. From each separate account the Association, as attorney-in-fact, shall use and disburse the total amount (of each) of such accounts, without contribution from one account to another, for the same purposes and in the same order as is provided in subparagraph B (1) through (5) of this paragraph.

XVII. EASEMENT FOR MINOR ENCROACHMENTS

The owners of the respective condominium units agree that if any portion of the common areas and facilities encroaches upon the condominium units, or if any portion of a unit encroaches upon the general common elements, or upon an adjoining unit or units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event a structure is partially or totally destroyed, and then rebuilt, the owners of condominium units therein agree that minor encroachment of parts of the common areas and facilities due to construction shall be permitted and that valid easement for said encroachment and the maintenance thereof shall exist. None of such encroachments or easements shall be considered or determined to be encumbrances either on the general common elements or on the units.

There is hereby created a blanket easement upon, across, over and under the above-described premises for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said condominium units. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on said premises except as initially programmed and approved by Declarant or thereafter approved by said Declarant or the Association's Board of Directors. This easement shall in no way affect any other recorded easement on said premises.

An easement is also reserved in, on and over each condominium unit to permit the Association or its designees to effect any desired or necessary maintenance or repairs to a building.

XVIII. USE AND OCCUPANCY RESTRICTIONS

A. The property is hereby restricted to residential dwellings for residential use and uses related to the convenience and enjoyment of such residential use. No buildings or structures shall be moved from other locations onto said premises, and no subsequent building or structures other than buildings shown on the Condominium Map, being condominium units, shall be built on any parcel where the Declarant theretofore programmed and constructed a building. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any portion of the premises at any time as a residence either temporarily or permanently.

B. VACATED

C. The Association shall own and maintain Building 9 at the northeast corner of the property. The Association shall pay for the maintenance and upkeep thereof, and these expenses shall be assessed along with the other

common expenses. The Association may put the area to any use which does not conflict with the Declaration.

D. No animals, livestock or poultry of any kind shall be raised, bred or kept on the property or in any unit, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose; but they may not be kept in violation of the Rules and Regulations set forth by the Association.

E. No advertising signs, billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any condominium unit or any resident thereof. Further, no business activities of any kind whatever shall be conducted in any portion of the property. The foregoing covenants, however, shall not apply to the Association, its successors and assigns, in furtherance of its powers and purposes as hereinafter set forth.

F. All clotheslines, equipment, garbage cans, service yards, wood piles, or storage piles shall be confined to areas designated by the Association (or Managing Agent). All rubbish, trash, or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon.

G. No planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said premises, except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors or their designated representative. The owners of the condominium units are hereby prohibited and restricted from using any land or air space outside the exterior building lines, except as may be allowed by the Association's Board of Directors or as provided in this Declaration. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all owners of condominium units and is necessary for the protection of said owners.

H. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the common elements and all exteriors and roofs of the condominium units, including, but not limited to, recreation and parking areas and walks, shall be taken by the Association.

I. The Association, or its duly delegated representative, shall maintain and otherwise manage all property up to the exterior building lines and including, but not limited to the landscaping, parking areas, streets and recreational facilities, roofs, common elements and exteriors of the buildings located upon the above-described properties, except windows of condominium units, and shall maintain and otherwise manage and be responsible for the rubbish removal of all areas within the above-described property.

J. No exterior additions, or alterations to any building or changes in fences, hedges, walls and other structures shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of sale shall have been submitted to and approved in writing as to conformity and harmony of external design and location with existing structures in the property by an

K. Additional recreational facilities and other common facilities may be constructed from time to time by the Association, provided that it shall first be authorized to do so by the written consent of at least three-fourths of the owners of condominium units in the project.

L. In the event any common element, building (exclusive of any party wall), or storage facility is damaged or destroyed through the negligent or culpable act of an owner or any of his guests, agents or members of his family, such owner does hereby irrevocably authorize the Association its attorney-in-fact, as set forth in Paragraph XV above, to repair said damaged element, building, or storage facility and the Association shall so repair said damaged element, building or storage facility. The owner shall then repay the Association in the amount actually expended for said repairs, together with all other expenses reasonably and necessarily incurred by the Association in connection therewith. Each condominium unit owner further agrees that these charges for repairs, if not paid within ten (10) days after the completion of the work, shall become a lien upon said owner's condominium interest as set forth in paragraph VIII above, and shall continue to be such lien until fully paid.

M. No exterior television or radio antennae or satellite dishes of any sort shall be placed, allowed or maintained upon any structure situated upon the premises, other than an aerial, antenna, electromagnetic signal receiver, or satellite dish for a master system, should any such master system or systems be utilized and require any such exterior aerial, antenna, electromagnetic signal receiver, or satellite dish.

N. An owner shall maintain and keep in repair the interior of his own apartment, including fixtures thereof. All fixtures and equipment installed within a condominium unit commencing at a point where the utility lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") enter the apartment unit shall be maintained and kept in repair by the owner thereof.

O. An owner shall not do any act or any work that will impair the structural soundness or integrity of the building or impair any easement or hereditament.

XIX. PARTITION PROHIBITED

No condominium unit owner shall bring any action for partition or division of his undivided interest in the land underlying the condominium unit or property or in any common element or condominium building in which he owns an undivided interest. Any covenant or agreement to the contrary shall be null and void.

XX. VACATED

XXI. EXEMPT TRANSFERS

(a) In the event of any default on the part of any owners under any first mortgage which entitles the holder thereof to foreclose same, any sale under such foreclosure, including delivery of a bona fide deed to the first mortgagee in lieu of such foreclosure, shall be made free and clear of any restrictive provisions with respect to sale and purchase, and the purchaser

mortgagee in lieu of such foreclosure, shall be made free and clear of any restrictive provisions with respect to sale and purchase, and the purchaser (or grantee under such deed in lieu of foreclosure) of such condominium unit shall thereupon and thereafter be subject to the provisions of this Declaration and By-Laws. If the purchaser following such foreclosure sale (or grantee under deed given in lieu of such foreclosure) shall be the then holder of the first mortgage, or its nominee, said holder or nominee may thereafter sell and convey the condominium unit free and clear of any restrictive provisions with respect to sale and purchase, but its grantee shall thereupon be subject to all of the provisions thereof.

(b) VACATED

(c) VACATED

(d) VACATED

XXII. RECORDS OF RECEIPTS AND EXPENDITURES

The Association shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other common expenses incurred. Such records and the vouchers authorizing the payments shall be available for examination by the condominium unit owners and others with an interest such as encumbrancers or prospective lenders at convenient hours of week days.

XXIII. REVOCATION OF OR AMENDMENT TO DECLARATION

This Declaration shall not be revoked nor shall any of the provisions herein be amended unless the owners representing an aggregate ownership interest of seventy-five (75%) per cent, or more, of the general common elements, and all of the holders of any recorded mortgage or deed of trust covering or affecting any or all condominium units unanimously consent and agree to such revocation or amendment by instruments duly recorded; provided, however, that the percentage of the undivided interest in the general common elements appurtenant to each apartment unit, as expressed in this Declaration, shall have a permanent character and shall not be altered without the consent of all of the unit owners expressed in an amended Declaration duly recorded.

XXIV. VACATED

XXV. SEVERABILITY

If any provisions in this Declaration or any section, sentence, clause, phrase or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of the Declaration and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstance shall not be affected thereby.

XXVI. LANGUAGE VARIATION

The use of pronouns or of singular or plural as used herein shall be deemed to be changed as necessary to conform to actual facts.

IN WITNESS WHEREOF, the Declarant has executed the foregoing
Condominium Declaration this 14th day of November, A.D. 1995

CAMELBACK VILLAGE CONDOMINIUM ASSOCIATION

By Velma Kreiger
Velma Kreiger, President
Doris Ross
Doris Ross, Vice President
David Sobeck
David Sobeck, Secretary
Thomas Todd
Thomas Todd, Treasurer

STATE OF COLORADO)
CITY AND) ss
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this
14th day of November, 1995, by

Officers of CAMELBACK VILLAGE

CONDOMINIUM ASSOCIATION.

My notarial commission expires 3/6/97.

Witness my hand and official seal.

Joe Burns
Notary Public

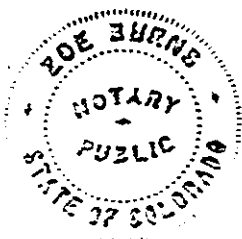


EXHIBIT "A"

Camelback Village Condominium Association Filing No. 1, Colorado Springs, Colorado, as recorded in the office of the Clerk and Recorder of El Paso County, Colorado, more particularly described as follows:

That portion of the North half of the Southwest quarter of Section 35, Township 13 South, Range 67 West of the 6th P.M., described as follows:

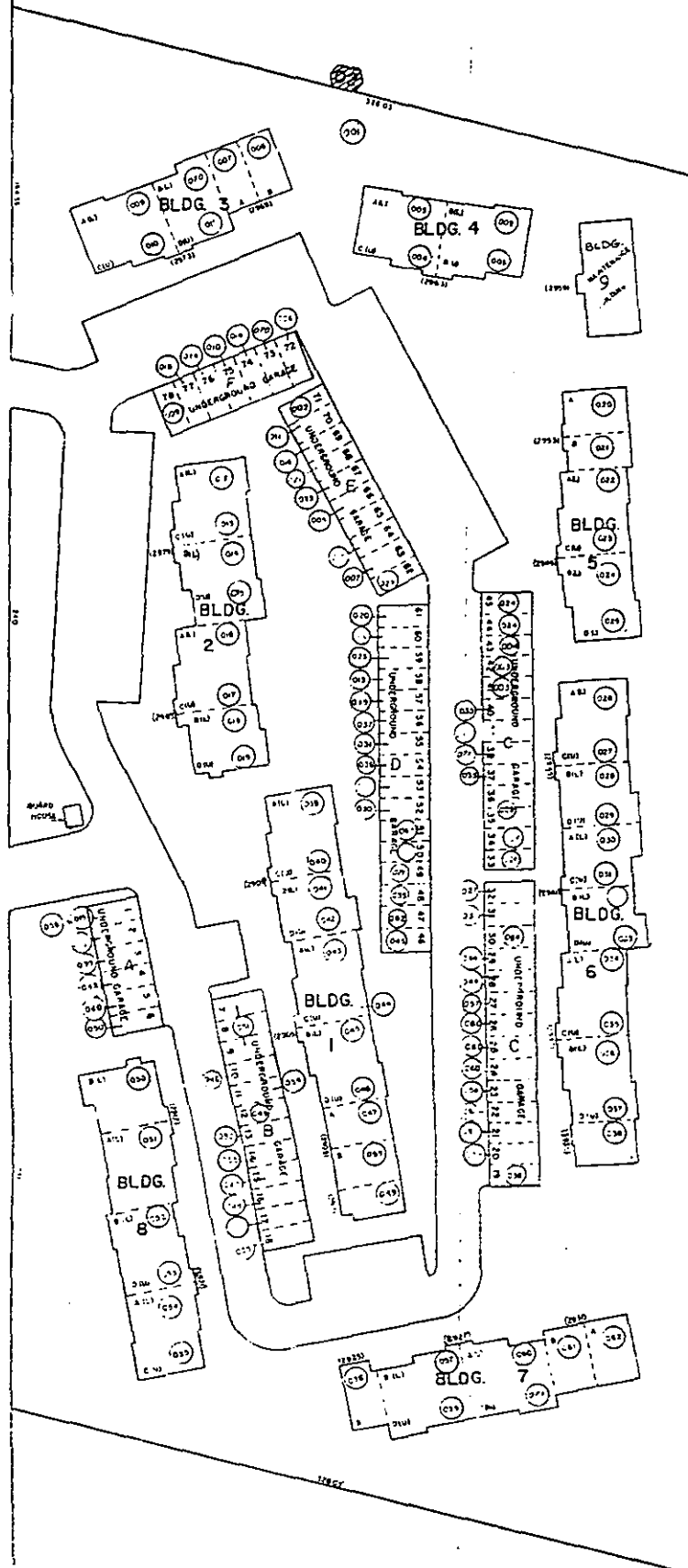
Commencing at the Northeast corner of the Northwest Quarter of the Southwest Quarter of the aforementioned Section 35; thence Southerly along the Easterly line of said Northwest Quarter of the Southwest Quarter a distance of 20.00 feet to the true Point of Beginning of the tract to be described hereby thence angle left parallel to the North line of said North half of the Southwest Quarter of said Section 35 and 20.00 feet Southerly thereof a distance of 46.76 feet; thence angle right 75 degrees 30'00" a distance of 650.00 feet; thence angle right 104 degrees 30'00" a distance of 326.03 feet to intersect the Northerly right-of-way line of Mesa Road, as described in Book 1816 at Page 496 of the records of El Paso County, Colorado; thence angle right 75 degrees 30'00" along said Northeasterly right-of-way line a distance of 650.00 feet to a point that is at right angles to and 20.00 feet Southerly of the aforementioned North line of the North half of said Southwest Quarter of Section 35; thence angle right 104 degrees 30'00" parallel to and 20.00 feet Southerly of said North line, a distance of 279.27 feet to the Point of Beginning and containing 4.71 acres, more or less.

8783 454
DETAIL SHEET
CAMELBACK VILLAGE
CONDOMINIUM

SCALE: 1"=30'

MESA

ROAD



096065221

55 MAY 28 PM 4:30

ARDIS W. SCHMITT
EL PASO COUNTY CLERK & RECORDER

BOOK PAGE
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SUPPLEMENT TO CONDOMINIUM DECLARATION
FOR
CAMELBACK VILLAGE CONDOMINIUM ASSOCIATION

Camelback Village Condominium Association (the "Association"), through its duly authorized Board of Managers, on November 15, 1995, caused to be recorded in the Books and Records of El Paso County, Colorado, a certain "Condominium Declaration For Camelback Village Condominium Association" (the "Declaration").

The Declaration was recorded in Book 6765 at Page 481 of the El Paso County Clerk and Recorders office on November 15, 1995.

The Declaration was properly authorized by more than seventy five percent (75%) of the then owners of condominium units, and by one hundred percent (100%) of the holders of recorded first mortgages or deeds of trust encumbering any of the condominium units.

In Article III of the Declaration, reference is made to an "Exhibit B". Through oversight Exhibit B was not recorded at the time of the recordation of the Declaration.

Therefore, in order to supplement and clarify the Declaration, the Association, through its duly authorized Board of Managers hereby records the Exhibit B, referred to in Article III of the Declaration, and states that this is the correct Exhibit B which, except by oversight, was to have been recorded originally with the Declaration.

The Declaration, as supplemented by this Exhibit B, remains in full force and effect and supersedes and replaces any prior declaration(s) recorded for Camelback Village Condominium Association.

Done this 20th day of May, 1996, in Colorado Springs, El Paso County, Colorado.

Camelback Village Condominium Association
Board of Managers:

<u>Delma Kreiger</u>	<u>Pres.</u>
	Title
<u>John L. Lenz</u>	<u>J. Pres.</u>
	Title
<u>Doris L. Lenz</u>	<u>Secretary</u>
	Title
<u>John L. Lenz</u>	<u>Member</u>
	Title

The foregoing instrument was acknowledged before me this 28
day of May, 1996, by Velma Kragge, President,
Steven Leonard V.P., Darro Ross, Secretary & Stephen
Summers, Treasurer
, as members of the Board of Managers of Camelback
Village Condominium Association.

Witness my hand and official seal.

Notary Public

My commission expires: 3/6/97



EXHIBIT "B"

<u>Unit</u>	<u>Building</u>	Appurtenant Undivided Fractional <u>Interest</u>	<u>Unit</u>	<u>Building</u>	Appurtenant Undivided Fractional <u>Interest</u>
2901-A	1	1/61	2931-A	7	1/61
2901-B	1	1/61	2931-B	7	1/61
2905-A	1	1/61	2927-A	7	1/61
2905-B	1	1/61	2927-B	7	1/61
2909-A	1	1/61	2925	7	1/61
2909-B	1	1/61	2927-C	7	1/61
2913	1	1/61	2927-D	7	1/61
2901-C	1	1/61	2921-A	8	1/61
2901-D	1	1/61	2921-B	8	1/61
2905-C	1	1/61	2917-A	8	1/61
2905-D	1	1/61	2917-B	8	1/61
2979-A	2	1/61	2921-C	8	1/61
2979-B	2	1/61	2921-D	8	1/61
2983-A	2	1/61			
2983-B	2	1/61			
2979-C	2	1/61			
2979-D	2	1/61			
2983-C	2	1/61			
2983-D	2	1/61			
2973-A	3	1/61			
2973-B	3	1/61			
2969-A	3	1/61			
2969-B	3	1/61			
2973-C	3	1/61			
2973-D	3	1/61			
2963-A	4	1/61			
2963-B	4	1/61			
2963-C	4	1/61			
2963-D	4	1/61			
2953-A	5	1/61			
2953-B	5	1/61			
2949-A	5	1/61			
2949-B	5	1/61			
2949-C	5	1/61			
2949-D	5	1/61			
2945-A	6	1/61			
2945-B	6	1/61			
2941-A	6	1/61			
2941-B	6	1/61			
2937-A	6	1/61			
2937-B	6	1/61			
2935	6	1/61			
2945-C	6	1/61			
2945-D	6	1/61			
2941-C	6	1/61			
2941-D	6	1/61			
2937-C	6	1/61			
2937-D	6	1/61			

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EL PASO COUNTY CLERK & RECORDER

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**SECOND SUPPLEMENTAL CONDOMINIUM DECLARATION
FOR
CAMELBACK VILLAGE CONDOMINIUM ASSOCIATION**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Camelback Village Condominium Association, a Colorado Not-For-Profit corporation ("Declarant") is the agent and attorney in fact for the unit owners of the Declarant and with each of such unit owners owning an undivided interest in and to that certain real property (the "Property") located in the County of El Paso, State of Colorado, as more particularly described on Exhibit A which is attached hereto and incorporated herein by reference; and,

WHEREAS, on November 15, 1995, Declarant caused to be recorded in the real property records of El Paso County, Colorado, commencing at Book 6765, Page 481 of such records, a certain "Condominium Declaration For Camelback Village Condominium Association" (the "Declaration"); and,

WHEREAS, Declarant now desires to supplement and amend the Declaration as more fully set forth below (hereinafter referred to as the "Supplemental Declaration"); and,

WHEREAS, in order to amend and supplement the Declaration as more fully set forth in the Supplemental Declaration, Declarant was required under Section XXIII of the Declaration to receive the prior approval of all the unit owners who are subject to the Declaration; and,

WHEREAS, Declarant hereby certifies that the supplements and amendments set forth in the Supplemental Declaration have received the unanimous, prior consent of all unit owners who are subject to the Declaration.

NOW, THEREFORE, Declarant hereby supplements and amends the Declaration as follows:

1. Governing Law.

All applicable definitions as contained in 1963 Colorado Revised Statutes, Chapter 118-15-3, as amended, shall apply to this Revised Declaration.

2. Amendment to Section III. DIVISION OF PROPERTY INTO CONDOMINIUM UNITS:

Section III., is hereby amended so that any reference to "Exhibit B" set forth therein shall hereafter refer to the "Exhibit B" which is attached hereto and incorporated herein by reference.

3. Amendment to Section VII. ASSESSMENT FOR COMMON EXPENSES:

The last sentence of Section VII.(c) is hereby amended to read as follows: "Each condominium unit owner shall pay all electricity bills applicable to his or her individual unit, except for owners of Units 2959-C and 2959-D whose electrical bills for their units shall be the responsibility of the Association."

4. Amendment to Section XVIII. USE AND OCCUPANCY RESTRICTIONS:

Section XVIII.C. is hereby amended to read as follows: "The Association shall own and maintain the Maintenance Shop and Meeting Room located below Units 2959-C and 2959-D. The Association shall pay for the maintenance and upkeep of said Maintenance Shop and Meeting Room, and these expenses shall be assessed along with the other common expenses. The Association may put the Maintenance Shop and Meeting Room to any use which does not conflict with the Declaration."

5. New Section XXIV.

The Declaration is hereby amended by the substitution of the following as a new Section XXIV., which hereby replaces the existing, vacated Section XXIV, and which shall be captioned and shall read as follows:

"XXIV. CONVERSION OF GENERAL COMMON ELEMENTS

A. The Association is hereby instructed to convert Building 9, previously a General Common Element, into two separate condominium units, a Maintenance Shop and Meeting Room and a Limited Common Element (more fully defined below) and with the separate condominium units being hereafter designated as Unit 2959-C, and Unit 2959-D. The separate condominium units, Maintenance Shop, Meeting Room and the Limited Common Element (as defined below) shall be used, owned, sold and conveyed as follows:

i. The Association shall retain ownership of the Maintenance Shop and Meeting Room as General Common Elements until such time as otherwise authorized by the unanimous vote of the unit owners, as elsewhere provided in this Declaration.

ii. The Association shall retain ownership of Units 2959-C and 2959-D. However, the Association, upon a majority vote of its Board of Directors, is hereby authorized to sell and convey the same to a third party or parties upon such terms and conditions as are approved by the Board of Directors of the Association, to be held, owned, sold and conveyed by such third party or parties in fee simple without restriction except for the terms, conditions and provisions of the Declaration, the Bylaws and the Articles of Incorporation of the Association, and any amendments to the same.

iii. The laundry room located adjacent to the

Maintenance Shop shall be owned by the Association. However, from and after the date hereof, such laundry room is hereby designated as a Limited Common Element which shall be available for use only by the owners of Units 2959-C and 2959-D and by the Association's authorized maintenance personnel. The cost of use of such laundry room, including without limitation, electrical and water charges, and maintenance of the washer and dryer, shall be the responsibility of the Association.

B. The Board of Directors of the Association, acting by majority vote, is hereby appointed as the Attorney-in-Fact and Agent for all unit owners for the following purposes:

i. To take such additional steps and actions, if any, which may be necessary or required to convert Building 9, heretofore a General Common Element, into the condominium units, Maintenance Shop and Meeting Room and the Limited Common Elements described above.

ii. To act as the Attorney-in-Fact and Agent on behalf of all unit owners to convey and execute all documents that may be required to convey Units 2959-C and 2959-D to purchasers of the same, including, without limiting the foregoing, the execution of warranty deeds, bills of sale, contracts for sale, and such other closing and conveyance documents which may be required or necessary for the conveyance of such Units to purchasers of the same; provided, however, that any such purchasers shall be and become subject to the terms and conditions of this Declaration and the Bylaws and Articles of Organization of the Association, and any amendments to the same.

iii. To execute such supplemental condominium maps and declarations as may be necessary to carry out the conversion of Building 9, previously a General Common Element, into separate condominium units, a Maintenance Shop, a Meeting Room and Limited Common Elements, as set forth above.

C. All existing unit owners hereby agree to the reapportionment of their Fractional Interest in the General Common Elements and Limited Common Elements as the same may arise as a result of the conversion of Building 9 into separate condominium units, a Maintenance Shop, a Meeting Room and Limited Common Elements as set forth above."

6. Reaffirmation of Declaration.

Except as amended or supplemented as set forth in this Supplemental Declaration, the Declaration is hereby ratified and affirmed and shall continue in full force and effect.

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EXHIBIT "A"

Camelback Village Condominium Association Filing No. 1, Colorado Springs, Colorado, as recorded in the office of the Clerk and Recorder of El Paso County, Colorado, more particularly described as follows:

That portion of the North half of the Southwest quarter of Section 35, Township 13 South, Range 67 West of the 6th P.M., described as follows:

Commencing at the Northeast corner of the Northwest Quarter of the Southwest Quarter of the aforementioned Section 35; thence Southerly along the Easterly line of said Northwest Quarter of the Southwest Quarter a distance of 20.00 feet to the true Point of Beginning of the tract to be described hereby thence angle left parallel to the North line of said North half of the Southwest Quarter of said Section 35 and 20.00 feet Southerly thereof a distance of 46.76 feet; thence angle right 75 degrees 30'00" a distance of 650.00 feet; thence angle right 104 degrees 30'00" a distance of 326.03 feet to intersect the Northerly right-of-way line of Mesa Road, as described in Book 1816 at Page 496 of the records of El Paso County, Colorado; thence angle right 75 degrees 30'00" along said Northeasterly right-of-way line a distance of 650.00 feet to a point that is at right angles to and 20.00 feet Southerly of the aforementioned North line of the North half of said Southwest Quarter of Section 35; thence angle right 104 degrees 30'00" parallel to and 20.00 feet Southerly of said North line, a distance of 279.27 feet to the Point of Beginning and containing 4.71 acres, more or less.

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EXHIBIT "B"

Unit	Building	Appurtenant Undivided Fractional Interest	Unit	Building	Appurtenant Undivided Fractional Interest
2901-A	1	1/63	2927-C	7	1/63
2901-B	1	1/63	2927-D	7	1/63
2905-A	1	1/63	2921-A	8	1/63
2905-B	1	1/63	2921-B	8	1/63
2909-A	1	1/63	2917-A	8	1/63
2909-B	1	1/63	2917-B	8	1/63
2913	1	1/63	2921-C	8	1/63
2901-C	1	1/63	2921-D	8	1/63
2901-D	1	1/63	2959-C	9	1/63
2905-C	1	1/63	2959-D	9	1/63
2905-D	1	1/63			
2979-A	2	1/63			
2979-B	2	1/63			
2983-A	2	1/63			
2983-B	2	1/63			
2979-C	2	1/63			
2979-D	2	1/63			
2983-C	2	1/63			
2983-D	2	1/63			
2973-A	3	1/63			
2973-B	3	1/63			
2969-A	3	1/63			
2969-B	3	1/63			
2973-C	3	1/63			
2973-D	3	1/63			
2963-A	4	1/63			
2963-B	4	1/63			
2963-C	4	1/63			
2963-D	4	1/63			
2953-A	5	1/63			
2953-B	5	1/63			
2949-A	5	1/63			
2949-B	5	1/63			
2949-C	5	1/63			
2949-D	5	1/63			
2945-A	6	1/63			
2945-B	6	1/63			
2941-A	6	1/63			
2941-B	6	1/63			
2937-A	6	1/63			
2937-B	6	1/63			
2935	6	1/63			
2945-C	6	1/63			
2945-D	6	1/63			
2941-C	6	1/63			
2941-D	6	1/63			
2937-C	6	1/63			
2937-D	6	1/63			
2931-A	7	1/63			
2931-B	7	1/63			
2927-A	7	1/63			
2927-B	7	1/63			
2925	7	1/63			

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163ARDIS W. SCHWITT
EL PASO COUNTY, COLORADO

Notice of Clarification

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The undersigned members of the Board of Managers of Camelback Village Condominium Association, also known as Camelback Village (the "Association"), do hereby state for the record, that the By-laws of Camelback Village Condominium Association, recorded November 15, 1995, at Book 6765, Page 466 of the Books and Records of El Paso County, Colorado, replaces all previously recorded By-laws and Amendments to the By-laws of the Association, and the Condominium Declaration, recorded November 15, 1995, at Book 6765, Page 481, of the Books and Records of El Paso County, Colorado, replaces all previously recorded Condominium Declaration(s), and Amendments thereto, including but not limited to those recorded on September 10, 1971, at Book 2435, Page 110 of the El Paso County, Colorado Books and Records.

This Notice of Clarification is made and recorded, effective November 15, 1995, to clarify that the documents recorded in such Books and at such Pages, on November 15, 1995, have replaced in their entirety the previously recorded documents. The undersigned Managers certify that the Amendments were approved by more than seventy-five percent (75%) of the then owners of Condominium units; and holders of a recorded mortgage or deed of trust covering or affecting any or all condominium units, which approvals were properly submitted by Condominium Owners, voting approval of these changes. The records are available for inspection in the records of the Association at the office of the Association, and that the voting for and against these changes properly proceeded according to the By-laws of the Association.

Done in Colorado Springs, El Paso County, Colorado.

Board of Managers
Camelback Village Condominium Association

Velma Kreiger, Pres.
Steve Simmons, v.p.
David L. Sobeck, Sec.
Doris J. Ross, Treas.

STATE OF COLORADO)
CITY AND COUNTY OF EL PASO) ss

The foregoing instrument was acknowledged before me this

13th day of February, 1996, by Velma Kreiger, Pres.; Steve Simmons, V. Pres.; David L. Sobeck, Sec.; and Doris Ross, Treas.

Board of Managers of CAMELBACK VILLAGE CONDOMINIUM ASSOCIATION



notarial commission expires 3/6/97

Witness my hand and official seal

Notary Public

25X

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RECEIVED
EL PASO COUNTY CLERK & RECORDER

AFFIDAVIT

WHEREAS, the undersigned are the duly elected members of the Board of Directors of Camelback Village Condominium Association, a Colorado non-profit corporation (hereafter the "Association"); and,

WHEREAS, the Association desires to convert Building No. 9, heretofore a General Common Element, into separate condominium units, to be known and numbered as Units 2959-C, and 2959-D, a Maintenance Shop, Meeting Room, and with the laundry room located adjacent to the Maintenance Shop to be designated as a Limited Common Element available only for the use of the owners of Units 2959-C and 2959-D, and the authorized maintenance personnel of the Association; and,

WHEREAS, upon the completion of the above conversion, the Association intends to sell and convey to third party purchasers Units 2959-C and 2959-D; and,

WHEREAS, in order to convert any of the General Common Elements of the Association into condominium units or into Limited Common Elements, and to sell and convey any of such converted condominium units, the Association is required to receive the unanimous approval for the same from all unit owners of the Association, as provided and required in Section XXIII of the Condominium Declaration for the Association, which was recorded on November 15, 1995, commencing at Book 6765, Page 481 of the real estate records of El Paso County, Colorado (hereafter the "Declaration"); and,

WHEREAS, the Board of Directors of the Association now desire to execute this affidavit to certify that the Association has received and presently has in its records, the written approval of all unit owners to convert the above reference Building 9 into condominium units, a Maintenance Shop, a Meeting Room, and a Limited Common Element.

NOW, THEREFORE, based on the above premises, which are incorporated herein by reference, the Board of Directors of the Association hereby certifies as to the following:

1. The Board of Directors of the Association has received and has in its files the written approval of all of the owners of condominium units within the Association, which approval authorizes the Association to:

a. Convert Building Number 9, heretofore a General Common Element, into two condominium units, a Maintenance Shop, a Meeting Room and a Limited Common Element;

b. Reapportion the interests of all condominium owners in the General Common Elements and the Limited Common Elements of the Association;

c. Act as the Attorney-in-Fact and Agent for all owners of condominium units to: