

319248

JUN 24 10 24 AM '85
RECEIVED

AMENDMENT TO CONDOMINIUM DECLARATION
FOR
ANCHORAGE WEST

The Condominium Declaration for Anchorage West, recorded in Summit County, Colorado, in Book 213 beginning at Page 807 (the "Declaration"), as amended by instrument recorded in Book 211 at Page 663, is hereby further amended by the addition of two (2) additional paragraphs under Section 19 as follows:

(i) A Unit shall not be used as a timeshare estate, as defined in C.R.S. 39-13-110 or for any contractual or membership right of occupancy (which cannot be terminated at the will of the Owner), for life or for a term of years, to the recurrent, exclusive use or occupancy of a Unit, annually or on some other periodic basis, for a period of time that has been or will be allotted from the use or occupancy period into which the property has been divided.

(j) No Condominium Unit may be sold, transferred, or conveyed to a grantee(s) so that the resulting ownership consists of more than four (4) or more persons including partners (if the grantee is a limited or general partnership) or shareholders or members (if the grantee is a for profit or nonprofit corporation), or beneficiaries of trusts (if the grantee is a trust), which persons have not been prior to the acquiring of an interest in the Condominium Unit otherwise associated through a business or social relationship for a period of at least one (1) year or a family relationship. This provision shall not apply to holders of first mortgages or first deeds of trust of record who acquire an interest in the property by foreclosure of their first mortgage or first deed of trust or by receipt of a deed in lieu of foreclosure. For purposes of this paragraph, a married couple shall be considered to jointly be one (1) person.

This instrument has been prepared in multiple counterparts and when at least sixty percent (60%) of the owners and sixty percent (60%) of the holders of recorded first mortgages or deed of trust have signed a copy hereof (representing twenty-nine (29) out of forty-eight (48) units) such signed copies shall collectively constitute an Amendment to the Declaration as permitted by paragraph 18 thereof.

Date Signed _____ Unit No. _____ Owner's Signature _____

* Information about Holder of first mortgage or deed of trust *
* Name of Holder: _____ *
* Address of Holder: _____ *
* Loan Number: _____ *

1122

JOINED by holder of recorded first mortgage of deed of trust
Date signed 6-4-56 Helder
For Unit No. 1014 Signer Paul J. Spearman, D.S., Inc.
Title President

STATE OF COLORADO)
City of St. Louis) ss.

The foregoing instrument was acknowledged before me this
16 day of June, 1956, by Paul J. Spearman, The D. B. Bank

WITNESS my hand and official seal
My commission expires: 1957
Paul J. Spearman
Notary Public

STATE OF COLORADO)
County of _____) ss.

The foregoing instrument was acknowledged before me this
_____ day of _____, 1956, by _____

WITNESS my hand and official seal.
My commission expires: _____
Notary Public

Recorder

Judith C. Collock

AMENDMENT
TO
CONDOMINIUM DECLARATION
FOR
ANCHORAGE WEST

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, on November 8, 1972, there was recorded in Book 225, Page 807, records of the Clerk and Recorder of the County of Summit, State of Colorado, an instrument termed "Condominium Declaration for Anchorage West," and

WHEREAS, paragraph number "18" of the recorded Declaration provides, in part, as follows, to-wit:

"18. Revocation or Amendment to Declaration.

This Declaration shall not be amended unless the owners representing an aggregate ownership interest of sixty percent, or more, of the general common elements in the project and sixty percent of the holders of recorded first mortgages or deeds of trust consent and agree to such amendment by instrument(s) duly recorded; provided, however, that the undivided interests in the general common elements appurtenant to each unit shall have a permanent character and shall not be altered without the consent of all of the unit owners and all of the holders of any recorded mortgage or deed of trust as expressed in an amended Declaration duly recorded.

WHEREAS, the undersigned, being the owners of all of the condominium units, do hereby amend the Declaration in the following respect:

The reference to Condominium Unit 125, Building 12 in paragraph 33 is amended by the substitution therefor of Condominium Unit 135, Building 13.

Except as is provided herein, the terms, covenants, and provisions of paragraph 33 shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment this 26th day of February, 1973.

Marvin Lederman
Marvin Lederman

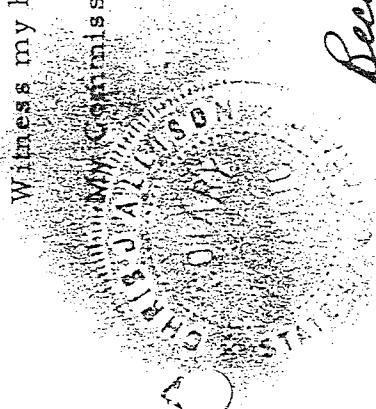
Victor Lederman
Victor Lederman

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

The foregoing instrument was acknowledged before me this 26 day of February, 1973, by Marvin Lederman and Victor Lederman.

Witness my hand and official seal.

My Commission expires August 5, 1974.



Chris J. Allison
Chris J. Allison, Notary Public

Recorded March 2, 1973; Book 231, Page 663

Nov 14 2 56 PM
COLLEGE RICHMOND

307100

SECOND AMENDMENT TO CONDOMINIUM DECLARATION
FOR ANCHORAGE WEST

The Condominium Declaration for Anchorage West, recorded in Summit County, Colorado, in Book 225 beginning at Page 807 (the "Declaration") as amended by instrument recorded in Book 231 at Page 663, is hereby further amended as follows:

1. Paragraph 2, Division of Property into Condominium Units is hereby amended by the addition of the following paragraph (c):

(c) The Association, being the present owner of Unit 135, shall have the right to separate Unit 135 into two units to be identified as Unit 135 and Unit 134. The new unit to be known as Unit 134, shall generally incorporate the ground floor of existing Unit 135 and parking spaces 41, 42, 43 and 44. The Association shall record an Amendment to Condominium Map which shall set forth the location of the new Unit 135 and the new Unit 134. The legal, architectural, engineering and/or construction fees relative to construction of the new unit and preparation of all necessary documents and drawings shall be borne as a common expense. The appurtenant undivided interest for the new Unit 135 shall remain 2.2 as shown on the current Exhibit B, unless modified as provided in paragraph 4 hereof. The Association shall have the right to offer for sale and sell Unit 135.

2. Paragraph 7, Inseparability of a Condominium Unit is amended by the addition of the following phrase to the last sentence.

, except as permitted in paragraphs 2(c) and 30.

3. Paragraph 30, Parking is hereby amended by the addition of the following paragraph (e):

(e) The Association shall have the right to assign any covered parking space (not previously assigned) for the permanent and exclusive use of the owners of a specific condominium unit with the intent that each unit shall have only one covered parking space permanently assigned to it. Units previously assigned a covered parking space by Declarants or the Association may convey such assigned space to the Association in exchange for an assignment from the Association of a different covered space.

4. Paragraph 33, Association office and Resident Manager's Living Quarters is hereby amended by the addition of the following paragraphs:

(a) When constructed, Unit 134 is for the use by the Association as office and living quarters for the resident manager and his immediate family.

(b) In the event this amendment is approved by less than 100% of the owners or holders of recorded first mortgages or deeds of trust, then the new Unit 134 shall be a general common element.

(c) In the event this amendment is approved by 100% of the owners and 100% of the holders of recorded first mortgages or deeds of trust, then the new Unit 134 shall be designated as a Condominium Unit (and not a general

Signature page attached to
SECOND AMENDMENT TO CONDOMINIUM DECLARATION FOR ANCHORAGE WEST

common element). As a Condominium Unit, it shall be initially owned by the Association and thereafter may be encumbered or disposed of by the Association only upon the vote approval of the owners at any regular or special meeting of the Association. In the event that the Association conveys, sells or otherwise disposes of Unit 134, Exhibit B shall be automatically amended to conform to the Exhibit B attached hereto and incorporated herein by this reference.

This instrument has been prepared in multiple counterparts and when at least 60% of the owners and 60% of the holders of recorded first mortgages or deed of trust have signed a copy hereof (representing 29 out of 48 units) such signed copies shall collectively constitute an Amendment to the Declaration as permitted by Paragraph 18 thereof. For convenience in recording this instrument, this signature page may be detached from its front page and joined with other similar signature pages and attached to an identical counterpart front page.

Date signed 6/21/83 Unit No. 61 Owner's Signatures [Signature]

* Information about Holder of first mortgage or deed of trust: *
* Name of Holder: FRANK COLETTI (USDA/VA HOME LOAN) *
* Address of Holder: 3800 W. UNIVERSITY BLVD. DENVER, CO 80202 *
* Loan Number: _____ *

JOINER by Holder of recorded first mortgage or deed of trust:

Date signed _____ Holder name _____
For Unit No. _____ Signed by _____
Title _____

STATE OF COLORADO)) ss.
COUNTY OF Denver))

The foregoing instrument was acknowledged before me
this 21 day of June, 1983, by Frank Coletti

WITNESS my hand and official seal.
[Signature]
Notary Public

My commission expires:
Address:
My Commission Expires Nov. 27, 1983
1401 E. Yale Ave