Recorded at 11 o'clock A M. 6-2-8

Reception No. 342580 MILDRED ALSDORF, RECORDER

BOOK 628 PAGE 304

CONDOMINIUM DECLARATION FOR THE IRON MOUNTAIN CONDOMINIUMS

Iron Mountain Investments, Ltd., (hereinafter referred to as the "Declarant") as the owner in fee simple of the real property known as the Iron Mountain Condominiums located in Garfield County, Colorado, and described on the Condominium Map thereof recorded as Reception No. 342579 of the Garfield County, Colorado, records; and

WHEREAS, Declarant desires to create a project under the Condominium Ownership Act of the State of Colorado, and the applicable laws of the Garfield County, Colorado, and to establish thereby a plan for the ownership in fee simple of real property estates in residential "units" as hereinafter defined, and to provide for the ownership, use and maintenance of all the remaining real property hereinafter defined and referred to as the "Common Elements";

NOW, THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, conditions, reservations, limitations, and obligations are declared and agreed to be for the protection of the value of the property, shall be deemed to run with the land, shall be a burden and a benefit to Declarant, to Declarant's successors and assigns, and to any person or entity acquiring or owning an interest in the above described real property and improvements, their grantees, heirs, legal representatives, devisees, successors or assigns.

ARTICLE I - DEFINITIONS

1. Association: "Association" means the Iron Mountain Condominium Association, a Colorado non-profit corporation, which shall act by and through its Board of Directors and officers.

2. Building: "Building" means the residential building constructed on the property.

3. Common Driveway: "Common Driveway" means the access and parking areas within the project.

4. Common Elements: "Common Elements" mean all parts of the property, improvements, installations, and facilities which are not included within any Unit, and shall include the general Common Elements and the limited Common Elements. Any provisions in this Declaration to the contrary notwithstanding, all utility lines, ducts, facilities, and installations servicing more than one Unit constitute a part of the Common Elements, even though located, in whole or in part, within a Unit.

5. Common Expenses: "Common expenses" means and includes (a) expenses of administration, operation and management, repair or replacement of the Common Elements; (b) expenses declared common expenses by the provisions of this declaration or the By-Laws of the Association; (c) expenses agreed upon as common expenses by the members of the Association.

6. Declarant: "Declarant" means and refers to Iron Mountain Investments, Ltd., its successors and assigns hereto.

7. Declaration: "Declaration" means this document being the Condominium Declaration for the Iron Mountain Condominiums and any and all amendments and supplements thereto, if any.

8. General Common Elements: "General Common Elements" mean and include all Common Elements except the Limited Common Elements.

9. Limited Common Elements: "Limited Common Elements" mean those Common Elements reserved for the exclusive use of the owner of a Unit, which reservation is accomplished by the designation of each Limited Common Element and the Unit having exclusive use thereof on the map. The surface and airspace above the portions of the property designated as Limited Common Elements shall also be deemed Limited Common Elements. Except as may be otherwise provided in this declaration, all Limited Common Elements shall be used in connection with the particular Unit to which they are assigned, to the exclusion of the use thereof by the owners of other Units, except by invitation.

10. Manager: "Manager" means any duly authorized property manager employed or appointed by the Association to implement the duties and responsibilities incumbent upon the Association.

11. Map: "Map" means the Condominium Map of the Iron Mountain Condominiums or any amendments or supplements thereto as filed in the records of the Clerk and Recorder of Garfield County, Colorado.

12. Member: "Member" shall mean and refer to every person or entity who holds membership in the Association.

13. First Mortgage: "First Mortgage" shall mean and refer to any unpaid and outstanding mortgage, deed of trust or other security instrument recorded in the records of the office of the Clerk and Recorder of the County of Garfield, Colorado, having priority of record over all other recorded liens except those governmental liens made superior by statute (such as general ad valorem tax liens and special assessments). "First Mortgage" shall also mean and refer to any executory land sales contract wherein the Administrator of Veterans Affairs, an Officer of the United States of America, is the original seller, whether such contract is recorded or not, and whether such contract is owned by the said Administrator or has been assigned by the said Administrator and is owned by the Administrator's assignee, or a remote assignee, and the land records in the office of the Clerk and Recorder of the County of Garfield, Colorado, show the said Administrator as having the record title to the Unit.

14. First Mortgagee: "First Mortgagee" shall mean and refer to any person named as a mortgagee or beneficiary under any First Mortgage (including the Administrator of Veterans Affairs, an Officer of the United States of America, and his assigns under any executory land sales contract wherein the said Administrator is identified as the seller, whether such contract is recorded or not and the land records in the Office of the Clerk and Recorder of the County of Garfield, Colorado, show the said Administrator as having the record title to the Unit), or any successor to the interest of any such person under such First Mortgage.

15. Owner: "Owner" means a person, persons, firm, corporation, partnership, association, or other legal entity, or any combination thereof, including the Declarant, who holds record fee title to any Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

16. Project: "Project" means the property and the buildings and other improvements now or hereafter located on the property, and all rights, easements, and appurtenances belonging thereto.

17. Property: "Property" means the real property known as the Iron Mountain Condominiums as described above.

18. Rules: "Rules" means rules and regulations adopted by the Association, as amended from time to time.

19. Unit: "Unit" means an individual air space Unit, consisting of enclosed rooms occupying a part of a floor in the building bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows, and doors thereof as shown and numbered on the Condominium Map, together with all fixtures and improvements therein contained. The foregoing notwithstanding, the following are not a part of a Unit: bearing walls, floors, and roofs (except for the interior surface thereof, if a perimeter wall, floor or ceiling), foundations, shafts, or other surfaces used by more than one Unit, pipes, fences, ducts, conduits, wires and other utility installations, wherever located, except the outlets thereof when located within a Unit. The interior surface of a perimeter door or window means the points at which such surfaces are located when such windows or doors are closed; the physical windows and doors themselves are part of the Common Elements, as herein defined. Unit shall include a proportionate undivided interest in the General Common Elements.

ARTICLE II - DIVISION OF PROPERTY INTO OWNERSHIP UNITS

1. Division of Property: The property and the improvements now or hereafter constructed thereon, shall be divided into fee simple estates referred to as Units as hereinabove defined and as described on the map. Each such estate shall consist of the separately designated Units and the limited Common Elements, if any, appurtenant to each Unit as set forth on the map. Each such estate shall include an undivided interest in the general Common Elements, which interest shall be designated as a fraction having as its numerator the number one (1) and as its denominator the total number of Units in the project.

2. Description of Unit: Every deed for the conveyance of a Unit and every other instrument affecting title to a Unit may describe that Unit by the number shown on the map describing such Unit, with appropriate reference to such map and to this declaration or any supplement hereto as each shall appear in the records of the Clerk and Recorder of Garfield County, Colorado, in substantially the following fashion:

> Unit ____ as shown on the map of the Iron Mountain Condominiums appearing in the records of the Clerk and Recorder of Garfield County, Colorado, as Reception No. 372579 and as defined and described in the Condominium Declaration for the Iron Mountain Condominiums appearing in such records.

Such description shall be construed to describe the Unit together with the appurtenant limited Common Elements and the undivided interest in the general Common Elements and to incorporate all rights incident to ownership of a Unit and all limitations on such ownership as described in this declaration, including all appurtenant undivided interests and all rights, limitations, privileges, and obligations arising under and by virtue of the Articles of Incorporation and By-Laws of the Association, and together with the right of ingress to and egress from such Unit.

3. Title: Title to a Unit may be held or owned by any person or entity in any manner by which title to any other real property may be held or owned in the State of Colorado.

4. Inseparability: No part of a Unit or of the legal rights comprising ownership of a Unit may be separated from any other part thereof. Each Unit and the undivided interest in the Common Elements appurtenant to such Unit shall always be conveyed, transferred, given, devised, encumbered or otherwise affected only as a complete Unit. Any and every conveyance, transfer, gift, devise, encumbrance, or other disposition of a Unit, or any part thereof, shall be presumed to be a conveyance, transfer, gift, devise, encumbrance or disposition, as the case may be, of the entire Unit, together with all appurtenant rights created by law or by this Declaration.

5. Tax Assessment: Upon the recording of this declaration and the filing of the map for record in the office of the Clerk and Recorder of Garfield County, Colorado, Declarant shall deliver a written notice to the Assessor of Garfield County, Colorado, as provided by law, which notice shall set forth the descriptions of the Units. Thereafter, all taxes, assessments, and other charges of the State or of any political subdivision or of any special improvement district, or of any other taxing or assessing authority, shall be assessed against and collected on each Unit, which shall be carried on the tax books as a separate and distinct parcel for that purpose and not on the building or property as a whole. The valuation of the Common Elements shall be assessed proportionately among the Units in accordance with the undivided interest in the Common Elements appurtenant to each such Unit as described in the map. The lien for taxes assessed to any owner shall be confined to his Unit and to his undivided interest in the Common Elements. No forfeiture or sale of any Unit for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title of any other Unit.

6. Leases: Any lease agreement for any Unit shall provide that the terms of the lease shall be subject to the provisions of this Declaration and the Articles of Incorporation and By-Laws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing and shall not have an initial term of less than thirty (30) days. Other than as provided in this section, there is no restriction on the right of any owner to lease his Unit.

ARTICLE III - ASSOCIATION

1. Membership: Each owner is automatically a member of the Association. Each membership shall be appurtenant to and inseparable from the Unit upon which it is based, and shall be transferred automatically by the transfer (in whatsoever form) of that Unit. No person or entity other than an owner may be a member of the Association.

2. Class of Membership: The Association shall have two classes of voting membership:

Class A. Class A Members shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each Unit owned.

Class B. Class B Members shall be the Declarant and shall be entitled to three (3) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) 120 days after the date when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on September 1, 1988.

3. Voting: The right to vote for election of members of the Board of Directors of the Association, or upon Association matters, shall vest exclusively in the owners of units within the project. In the event any Unit is owned by two or more persons, whether by joint tenancy, tenancy in common or otherwise, the membership as to such Unit shall be joined, and a single membership for such Unit shall be issued in the names of all owners, and they shall designate to the Association, in writing at the time of issuance, one person who shall hold the membership and have the power to vote said membership. In the absence of such designation, the Board of Directors of the Association may designate one of the owners as the voting member. Owners of more than one Unit shall have one membership in the Association for each Unit owned.

4. Duties, Rights and Powers of the Association: Declarant has caused the Association to be incorporated as a Colorado non-profit corporation. Any purchaser of a Unit shall be deemed to have assented to and ratified the designation and authority of the Association to conduct the management of the General Common Elements and other common aspects of the project. The Association by its signature approving this instrument, has agreed to perform the duties required of it hereunder. The Association shall have the following duties, rights and powers:

(a) To promulgate and from time to time supplement and amend reasonable rules and regulations governing the use of the Units and the Common Elements, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

(b) To levy and make assessments, for the following purposes:

(i) To promote the recreation, health, safety and welfare of the owners and the residents of the property;

(ii) To provide for care and maintenance of the buildings, grounds, improvements and other Common Elements;

(iii) To pay common utility expenses, if any;

(iv) To pay the premiums for all insurance which the Association is required or permitted to maintain;

(v) To pay wages for Association employees, Association management expenses, legal and accounting fees;

(vi) To pay any deficit remaining from any previous assessment period;

(vii) To create a reasonable contingency reserve, surplus and or sinking fund;

(viii) To lease or purchase real or personal property in the performance of its duties;

(ix) To repair and replace the Association's facilities, machinery and equipment;

(x) To pay any other expenses and liabilities which may be incurred by the Association for the benefit of the voting members, to borrow money for the purpose of improving the Common Elements; and

(c) In accordance with its Articles of Incorporation and ByLaws, and upon the prior written approval of a two-thirds (2/3) majority of the voting members of each class of membership and 100 percent of all First Mortgagees of Units (based on one vote for each First Mortgage owned), to mortgage said property as security for any loan.

(d) To enter into or upon any Unit in case of any emergency originating in or threatening such Unit. An owner shall permit entry into his Unit for the purpose of performing installations, alterations, replacements or repairs to the mechanical, electrical or utility services, which, if not performed would affect the use of other Units; provided, that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

(e) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from the owners for violation of the Covenants contained herein or the Rules as promulgated hereunder.

(f) To employ workmen, maids, janitors and gardeners and others; to contract for services to be performed including those of a Manager; to purchase supplies and equipment, and to enter into contracts and generally to have the powers of a property manager in connection with the matters hereinbefore set forth, except that the Association may not encumber or dispose of the interest of any owner except to satisfy a lien or judgment against such owner for violation of the owner's covenants imposed by this Declaration.

(g) To protect and defend the property from loss and damage by suit or otherwise.

(h) To employ counsel, attorneys, and auditors in connection with legal matters of the Association and upon written request of any holder or insurer of a first mortgage on any Unit, to prepare and furnish within a reasonable time an audited financial statement of the Association, which audit shall be available to owners for inspection at the Association's office during normal business hours.

(i) To make available to Units owners, lenders and the holders and insurors of the first mortgage on any Unit, and prospective purchasers, current copies of the Declaration, By-Laws, other rules adopted by the Association and the most recent annual audited financial statement of the Associations, if such is prepared.

(j) To invest funds, if any, in the hands of the Board of Directors of the Association, in excess of reasonable working capital needs, and to credit income derived therefrom to owners in an equitable manner to offset Common Expenses and other costs described herein. Each individual owner shall be furnished a statement of annual earnings attributable to owners from such income received.

(k) To file legal protests with authorities, when requested to do so by a majority of the owners, against the granting by authorities of zoning or variances as to any property adjoining or within a reasonable proximity of the project which might affect or depreciate the value of the owner's interest in the project.

(l) To grant utility easements under, through or over the Common Elements,

(m) To exercise any right or privilege given it expressly by this declaration or by law, and every other right, privilege, and power reasonably to be implied from the existence of any right or privilege given it herein or by its Articles of Incorporation or ByLaws or reasonably necessary to effectuate its function and purposes.

ARTICLE IV - GENERAL AND LIMITED COMMON ELEMENTS AND OTHER PROPERTY RIGHTS

1. Limited Common Elements: The owner and his invitees shall have the exclusive right to use and enjoy the limited Common Elements which are appurtenant to such owner's Unit.

2. General Common Elements: Each Unit owner shall have an undivided interest in the general Common Elements as set forth in Article II, paragraph 1 above.

3. Use of General Common Elements: Owners shall have the right to use and enjoy the General Common Elements subject to the Association's rules.

4. Delegation of Use: Any owner may delegate his right to enjoyment of the Common Elements to the resident members of his family, his tenants or contract purchasers who may reside in his Unit. Any person not residing in the Unit may not use the Common Elements.

5. Rules: The Association may promulgate and enforce reasonable rules relating to the Common Elements, including their use, maintenance, upkeep and aesthetic appearance.

6. Nonpartitionability: There shall be no judicial or other partition of the Common Elements or any part thereof, nor shall any owner bring any action seeking partition thereof.

7. Additional Liens: In addition to mechanic's liens, assessment liens or tax liens, a Unit owner may pledge his undivided interest in the general Common Elements in connection with such owner mortgaging his Unit, provided that an undivided interest in the general Common Element shall not be encumbered separately from the Unit to which it is appurtenant and any mortgagee having an interest in the general Common Element shall be subject to the provisions of this Declaration with regard to the rights in and use and enjoyment of the general Common Elements.

ARTICLE V - MAINTENANCE

1. Association's Duties: Except as hereinafter provided in this Article, the Association shall maintain and keep in repair all of the general Common Elements including, without limitation, roofs, partition walls, structural supports and walls, the exterior surfaces of the buildings, common utility lines, stairs, decks, landings, fences, landscaped areas, walks, roads, parking areas, and driveways and shall remove the snow from parking areas, driveways and sidewalks.

2. Owners Duties: Each owner shall maintain and keep in repair all plumbing, sewers, drains, pipes, electrical wiring, and heating, cooling, and ventilation facilities and systems, commencing at a point where such utilities enter the Unit, together with all entry doors and frames, windows, glass, yards, and courtyards appurtenant to or a part of his Unit. Each owner shall also have the exclusive right and obligation, at his sole cost and expense, to maintain, repair, and decorate the interior surfaces of the walls, ceilings, floors, and doors forming the boundaries of this Unit and all walls, ceilings, floors, and doors within such boundaries; provided, however, that no owner shall alter or enclose window openings, or door openings without the prior written approval of the Association. An owner shall do no act nor any work that will impair the structural soundness or integrity of the building or impair any easement or hereditament. An owner shall always keep the limited Common Elements appurtenant to his Unit in a clean and sanitary condition, free from trash, garbage or other debris and shall keep any designated limited Common Elements and sidewalks appurtenant to his Unit free from the accumulation of snow or ice. The interior surfaces of all windows forming a part of a perimeter wall of a Unit and the exterior surfaces of such windows, as well as all patios, patio doors and screens appurtenant to a Unit shall be maintained, cleaned and kept up at the expense of each respective owner. Damage to the interior or any part of a Unit resulting from the maintenance, repair, emergency repair, or replacement of any of the general Common Elements shall be a Common Expense of all of the owners, unless such damage is caused by negligence or tortious act of an owner, members of his family, his agent, employee, invitee, licensee or tenant, in which event such owner shall be responsible and liable for all of such damage.

Any provision herein to the contrary notwithstanding, any air conditioner, furnace or heating unit, all or part of which is located outside of a Unit and which serves one or less than all of the Units shall be maintained and repaired by the owner or owners of the Unit or Units served by such air conditioner, furnace or heating unit.

3. Materials: The Association shall have the sole discretion in determining the kind and type of materials to be used in all maintenance and repair work performed on Common Elements, whether the same be performed by the Association or an owner.

4. Determination of Obligation: The responsibility for the performance of any maintenance, repair, ground care, or snow removal not expressly designated above shall be determined by the Association. In the event any dispute should arise as to the construction or interpretation of the foregoing sections, the determination made by the Association shall be conclusive with regard thereto.

5. Miscellaneous: Anything contained herein to the contrary, notwithstanding, any maintenance or repair required by reason of the willful or negligent act of any owner, members of his family, his agent, employee, invitee, licensee or tenant, shall be the sole responsibility and obligation of such owner. The Association shall have the right to perform such maintenance or repairs and recover such costs from the owner responsible therefor.

6. Supervision: The Association shall have the right to prescribe minimum standards with regard to an owner's performance of any maintenance or repair for which the owner is responsible. The owner shall comply with all guidelines and requirements prescribed by the Association in this connection, and

in furtherance hereof, the Association shall have the right to require an owner at any time to forthwith correct any repair or maintenance deficiency then existing.

ARTICLE VI - COMMON EXPENSES AND ASSESSMENTS

1. Assessments: The Declarant, for each Unit owned, hereby covenants, and each owner, by acceptance of a deed to a Unit, covenants and agrees to pay to the Association, (1) regular assessments or charges, and (2) special assessments for capital improvements to be fixed, established and collected from time to time as herein provided.

2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively to defray common expenses, to accomplish its purposes and for the performance of its duties as established by this Declaration and the Articles and By-Laws of the Association.

3. Collection of Assessments:

(a) Prepaid Assessment: The Association shall levy and collect from each owner at the time such owner purchases or acquires a Unit, other than Declarant, a sum equal to two (2) times the original estimated monthly Common Expense for his Unit. Said sum may be used by the Association as working capital, to apply against a delinquent account of an owner, or emergency needs, and shall be refunded to the owner (except as hereinafter provided) upon the sale or transfer of his Unit, less any amounts then due by said owner to the Association. Such amount may be transferred to a new owner upon a settlement sheet adjustment between a seller and purchaser. Deficiency amounts in any owner's account shall be restored promptly by the owner upon demand of the Association, to maintain an amount equal to two (2) times the original estimated monthly Common Expense for such Unit. At the time of conveyance of the first Unit, Declarant shall pay the Association a sum equal to two (2) times the original estimated monthly Co Expense for the balance of the Units, which sum shall be reimbursed to Declarant upon the sale of each additional Unit.

(b) Due Dates: Assessments shall be due and payable on the first day of the month or other period fixed for payment. If not paid within ten (10) days of the date due, the same shall be considered delinquent. All delinquent assessments shall bear interest from the date of delinquency at the rate of 12% per annum. In the event it shall become necessary for the association to collect any delinquent assessments or fees, whether by foreclosure of a lien hereinafter created or otherwise, the delinquent owner shall pay, in addition to the assessment and late charge and interest herein provided, all costs of collection, including a reasonable attorney's fee and costs incurred by the Association in enforcing payment.

(c) Insurance: Insurance premiums on Units shall be equitably prorated in proportion to the square footage of each Unit.

(d) Water and Sewer: Water and sewage charges shall be paid as a Common Expense. Water and sewage charges incurred by the Association, shall be paid as a common expense.

(e) Expense of Electricity and Heat: Electricity and heat serving a Unit shall be an expense of the Unit owner. All other expenses for electricity and heat, if any, incurred by the Association shall be prorated in the same manner as Common Expenses.

(f) Common Expenses: Each owner shall pay a proportionate amount of the Common Expenses, which share shall be based on such owners undivided interest in the general Common Elements.

(g) Owner Expenses: Each owner shall furnish and be responsible for, at his own expense, all of the maintenance repairs and replacements within his own Unit; provided, however, such maintenance, repairs, and replacements as may be required for the functioning of the plumbing outside of the Unit and for the bringing of water, gas and electricity to the Unit shall be performed by the Association as a part of the Common Expenses. Maintenance, repairs and replacements of refrigerators, ranges and other kitchen appliances, lighting fixtures and other electrical appliances, including air conditioning units, which are for the owner's exclusive use shall be performed by and at the expense of each owner.

(h) Levy of Assessments: The Board of Directors of the Association shall, during the first month of each calendar year, determine the estimated annual assessment to be made to each owner and payable periodically during the year; provided, however, that said assessments may be adjusted at any time if deemed necessary by said Board of Directors of the Association. As soon as practicable after the close of each calendar year, actual expenses shall be totaled and any overages or shortages of actual expenses and assessments made shall then be charged or credited to the owners account.

(i) Non-Exemption: No owner shall be exempt or relieved from payment of any assessment or charge by waiver or suspension of the use of any of the general Common Elements or by the abandonment or leasing of his Unit.

4. Special Assessments: In addition to the assessments or charges authorized above, the Board of Directors of the Association may levy special assessments for the purpose of defraying in whole or in part the cost of any construction, or reconstruction, unexpected structural repairs or replacement of capital improvements, including the necessary fixtures and personal property related thereto; provided that if any such assessment exceeds $5,000.00, the same shall have the assent of not less than a majority of the owners voting in person or by proxy at a meeting duly called for such purpose, at which time not less than 75% of the owners shall be represented in person or by proxy. Written notice of such meeting shall be sent to all owners of record not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting, setting forth the purpose of the meeting. For purposes of this section, the repair, maintenance, or replacement of utility lines shall be considered capital improvements.

5. Reserve for Improvements, Repairs, and Replacements: As a part of any annual or special assessments, the Association may levy and establish in any assessment year, a reserve fund for the maintenance, repair and replacement of Common Elements and any improvements thereon, or for the future construction or improvement thereon. Any funds so collected shall be designated by the Board of Directors as capital contributions by the members thereof and shall be segregated and placed in a separate bank account of the Association to be utilized solely for the purposes aforesaid.

6. Owners' Personal Obligation for Payment of Assessments: The amount of any assessment against or incurred on account of each Unit, together with interest, and any costs of collection, including attorney's fees, shall be the personal and individual debt of the owner thereof. Suit to recover a money

judgment for unpaid assessments may be maintainable by the Association, without foreclosure or waiving the lien securing same. Such personal obligation for delinquent assessments shall not pass to successors in title or interest unless expressly assumed by them.

7. Lien for Nonpayment of Assessments: The regular and special assessments, including utility charges, together with interest, costs and reasonable attorneys' fees shall be a charge and lien upon the property against which each such assessment is made. To evidence such lien the Association may, but shall not be required to, prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the defaulting owner of the Unit and a description of the Unit. Such a notice shall be signed by an officer of the Association or its manager, and may be recorded in the office of the Clerk and Recorder of the County of Garfield, State of Colorado. Such notice shall be served on the delinquent owner by certified mail, postage prepaid, and mailed to the address of such owner as contained in the records of the Association. Such notice need not be received by such delinquent owner in order to constitute effective notice of the existence of such lien. Such lien shall attach from the due date of the assessment and may be enforced by foreclosure on the defaulting owner's Unit by the Association in like manner as a mortgage on real property. In any such foreclosure, the defaulting owner shall be required to pay the costs and expenses of such proceedings, and for filing the notice or claim of lien, together with all reasonable attorney's fees incurred in connection therewith. The foreclosing party shall be entitled to the appointment of a receiver for the subject Unit. The foreclosing party shall have the power to bid in the Unit at foreclosure sale and to acquire and hold, lease, mortgage, convey and otherwise deal with the same.

8. Liability for Assessments Upon Transfer of Unit: The grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid assessments 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 therefore.

Upon payment of a reasonable fee not to exceed ten dollars and upon the written request of any owner or any mortgagee, prospective mortgagee or prospective purchaser of a Unit, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, due in connection with the subject Unit, the amount of the current periodic assessment and the date such assessment becomes due, credit for advance payments or for prepaid items, including but not limited to insurance premiums. Unless such request for a statement of indebtedness is complied with within thirty (30) days of such request, all unpaid assessments which become due prior to the date of making such request shall be subordinate to the lien of the person requesting such statement.

Any mortgagee holding a lien on a Unit may pay any unpaid assessments with respect to such Unit, and upon such payment, such mortgagee shall have a lien on such Unit for the amounts paid, which lien shall be of the same priority as the lien of his encumbrance. Any provision herein to the contrary notwithstanding, any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage only taking a deed in lieu of foreclosure will not be liable for such Units unpaid assessments or charges which accrue on or after the date of recordation of said first mortgage and prior to the acquisition of title to such Unit by the Mortgagee.

9. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any First Mortgage, including any executory land sales contract wherein the Administrator of Veterans Affairs (Veterans Administration) is seller, whether such contract is owned by the Veterans Administration or its assigns, and whether such contract is recorded or not. Sale or transfer of any Unit shall not affect the lien for said assessment charges except that sale or transfer of any Unit pursuant to foreclosure of any such First Mortgage or any such executory land sales contract, or any proceedings in lieu of foreclosure, including deed in lieu of foreclosure, or cancellation or foreclosure of any such executory land sales contract wherein the Administrator of Veterans Affairs (Veterans Administration) is seller, whether such contract is owned by the Veterans Administration or its assigns, and whether of record or not, shall extinguish the lien of such assessment charges as to payments which became due prior to such sale or transfer, or foreclosure, or any proceeding in lieu thereof, or cancellation or forfeiture of any such executory land sales contract; provided, however, that any such assessment charges, including interest, costs and reasonable attorneys' fees, which are extinguished as provided herein, may be reallocated and assessed to all Units as a common expense. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture of any such executory land sales contract shall relieve any Unit from liability for any assessments thereafter becoming due nor from the lien thereof.

10. Homestead Exemption: The lien of the Association assessments, including utilities service charges, shall be superior to any homestead exemption as is now or may hereafter be provided by Colorado law. The acceptance of a deed to any Unit subject to this Declaration shall constitute a waiver of the homestead exemption as against said assessment lien.

11. Special Fees: No special or extraordinary fees or charges, in addition to the regular or special assessments of the Association, shall be charged or levied for the use of the general Common Elements or any of the Association's facilities situate thereon, except upon the affirmative vote of seventy-five percent (75%) of the members of the Association.

ARTICLE VII - INSURANCE AND CASUALTY

1. Insurance on Common Elements: The Association shall maintain insurance covering all Common Elements, (except land, foundation, excavation and other items normally excluded from coverage), including fixtures to the extent they are a part of the Common Elements, building service equipment and supplies, and other common personal property belonging to the Association in an amount equal to 100 percent of the current replacement cost of the condominium exclusive of land, foundation, excavation and other items normally excluded from coverage. Reference to a master or blanket type policy of property insurance is intended to denote single entity condominium insurance coverage. In addition, any fixtures, equipment or other property within the units which are to be financed by a mortgage to be purchased by FNMA or FHLMC (regardless of whether or not such property is a part of the Common Elements) shall be covered by such master or blanket policy. Such policy shall provide standard coverage provisions for the full insurable replacement cost of the property insured thereby, with such deductible provisions relating thereto as may be deemed desirable by the Association. The name of the insured under such policy shall appear as follows: "IRON MOUNTAIN CONDOMINIUM ASSOCIATION for use and benefit of the individual owners of the Iron Mountain Condominiums, Garfield County, Colorado". Such policy shall provide that any proceeds thereof shall be paid to the Board of Directors of the Association, in trust, or to such other escrow agent or trustee as may be designated by the Association as insurance trustee under this Declaration, and such funds shall be held in trust for the units owners and their first mortgagees, as their interest may appear.

A certificate or schedule showing the coverages of each owner's or mortgagee's interest and the amount of the insurance policy shall be furnished to each owner and mortgagee. As insurance coverages are increased or decreased, new certificates shall be issued to owners and mortgagees. A determination of replacement cost shall be made annually by one or more written appraisals to be furnished by a person knowledgeable of replacement costs. The amounts of insurance carried by the Association shall be updated annually in accordance with the annual appraisal to cover current replacement cost.

2. Types of Insurance: The Association shall maintain the following types of insurance, to the extent that such insurance is reasonably available:

(a) A policy of property insurance covering all Common Elements, with a "Replacement Cost Endorsement" providing that any claim shall be settled on a full replacement cost basis without deduction for depreciation, and including an "Inflation Guard Endorsement" and an "Agreed Amount Endorsement". The Association may also purchase a "Demolition Endorsement", and "Increased Cost of Construction Endorsement", a "Contingent Liability from Operation of Building Laws Endorsement" or the equivalent, and/or coverage on personal property owned by the Association. Such insurance as maintained by the Association pursuant to this subsection shall afford protection against at least the following:

(i) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement; and

(ii) such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard all risk endorsement, where such is available.

(b) A comprehensive policy of public liability insurance covering all of the Common Elements, insuring the Association in an amount not less than $1,000,000.00 covering bodily injury, including death of persons, personal injury and property damage liability arising out of a single occurrence. Such coverage shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Commons Elements, legal liability arising out of lawsuits related to employment contracts of the Association, and protection against liability for non-owned and hired automobiles; such coverage may also include, if applicable, garagekeeper's liability, liability for property of others, host liquor liability, water damage liability, contractual liability, workmen's compensation insurance for employees of the Association, and such other risks as shall customarily be covered with respect to projects similar in construction, location and use.

(c) A policy providing adequate fidelity coverage or fidelity bonds to protect against dishonest acts on the part of officers, directors, trustees and employees of the Association and all others who handle or are responsible for handling funds of the Association. Such fidelity coverage or bonds shall meet the following requirements:

(i) all such fidelity coverage or bonds shall name the Association as an obligee;

(ii) such fidelity coverage or bonds shall contain waivers of any defense based upon the exclusion of person who serve without compensation from any definition of "employee" or similar expression.

(d) If the Common Elements, or any portion thereof, is located within an area identified by the Federal Emergency Management Agency as having special flood hazards, and flood insurance coverage on the Common Elements has been made available under the National Flood Insurance Program, then such a policy of flood insurance on the Common Elements in an amount at least equal to the lesser of:

(i) the maximum coverage available under the National Flood Insurance Program for all buildings and other insurable property located within a designated flood hazard area; or

(ii) one hundred percent (100%) of current replacement cost of all buildings and other insurable property located within a designated flood hazard area.

3. Owner's Additional Insurance: In addition to the insurance maintained by the Association, owners may carry additional insurance if they so desire for their own benefit, and at their expense, provided that all such policies shall contain waivers of subrogation and provided further that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance carried by any owner. Insurance coverage on furnishings including carpet, draperies, wall coverings, pictures, furniture, clothing, appliances and other items and articles of personal property belonging to the owner, as well as public liability coverage within each Unit, shall be the sole and direct responsibility of the owner of such Unit and the Association shall have no responsibility therefor.

4. Substantial or Total Destruction: In the event of destruction by fire or other casualty of 50% or more in total value of the Units situate upon the property, then the Board of Directors shall repair and reconstruct the building to its original condition prior to such casualty, unless 75% or more of the owners of Units in the building cast their ballot against the rebuilding of the building at a meeting of such owners held for such purpose. Such meeting shall be called and held within a period of thirty (30) days after the fire or casualty occurs. Whenever an owner's interest is subject to an encumbrance, his vote against rebuilding shall be subject to concurrence by the holder of the encumbrance. If a Unit is owned by more than one owner, only one vote shall be permitted to be cast by the owners of such Unit.

In the event the reconstruction and repair of the building is to be made following any loss as aforesaid, then the Board of Directors of the Association, as insurance trustees, in cooperation with the owners shall use the proceeds of insurance for such purpose. In the event there is insufficient money received in settlement of the losses claimed from the insurance carriers and a deficiency exists, then all of the owners of Units shall be assessed for such deficiency in the proportion that the insured value of each Unit bears to the total insured value of all Units, not inclusive of any additional insurance carried by an owner as authorized above. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the insurance escrow agent, and funds collected by the Association from assessments against owners, shall be disbursed in payment of such costs in the manner then customary in the community for the disbursal of the fund of a construction loan. Deficiencies in amounts required to repair or replace improvements other than Units shall be considered as a Common Expense and prorated as provided in this Declaration.

Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building or improvement; or if not, then according to the plans and specifications approved by the Association and all owners of the Units.

In the event the owners determine by vote as aforesaid not to proceed with rebuilding, then the proceeds from the insurance coverages of the Units payable to the Board of Directors of the Association shall be apportioned among the owners based upon the insured certificate value of each Unit as a proportion of the insured certificate value of all Units applied against the total of the proceeds and such apportioned proceeds shall be paid into separate accounts for the respective Unit to which such proceeds apply. The Association shall use and disburse the total amount of each such account, without contribution from one account to another, first to the payment of valid tax and special assessment liens on the Unit in favor of any governmental assessing authority, second to the payment of assessments made pursuant to this Declaration, third to the payment of other holders of liens or encumbrances on the Unit in the order of priority of their liens, and the balance remaining, if any, to the respective owner of the Unit to which such account relates. Simultaneously with such distribution, the owner shall transfer and convey to the Association, by deed or other appropriate instrument, the respective interests of such owners in the Units within the destroyed building. By action of the Board of Directors of the Association, approved by at least 75% of the members, the building may then be razed and/or the property dispose of for the benefit of the Unit owners, in which event the proceeds thereof shall be divided and distributed as above provided in this section. Each owner grants to the Board of Directors of the Association the exclusive power and right to file proofs of loss in the event of any loss or damage covered by insurance or to make adjustment with insurance carriers for any losses sustained.

5. Obsolescence: Owners holding seventy-five percent (75%) or more of the total votes of the Association may agree that the project is obsolete and adopt a written plan for the sale of the project, in which event the Association shall forthwith record in the office of the Clerk and Recorder of Garfield County, Colorado, a notice setting forth such facts and upon the recording of such notice by the Association, the project shall be sold or otherwise disposed of by the Association as attorney-in-fact for all of the Owners. The proceeds of such sale or disposition shall be apportioned among the owners in the same manner as the proceeds of insurance coverages and the proceeds of sale or disposition of the property as provided above in Section 4 of this Article.

6. Partial Destruction: In the event of partial destruction or damage of less than 50% of the total value of the Units, the Board of Directors shall repair and reconstruct the building to its condition immediately prior to such casualty, applying insurance proceeds and making additional assessments as provided in the event of reconstruction and repair under the provisions of paragraph 4 of Article VI above.

7. Miscellaneous: To the extent obtainable, all policies of insurance shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any act of an owner and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including the Association, each owner, and each first mortgagee listed as such in each such policy of insurance. Duplicate originals of all policies and renewals thereof, together with proof of payment of premiums, shall be delivered to any first mortgagee upon written request. All insurance policies purchased by the Association shall be for the benefit of the Association and the owners and their mortgagees as their interests may appear.

ARTICLE VIII - EASEMENTS

1. Dedication: All dedicated easements shown on the map are hereby reserved for the purpose or purposes intended.

2. Access: Easements are reserved for ingress and egress by pedestrian and vehicular traffic, over, through, and across sidewalks, paths, walks, lanes, driveways and parking areas, as the same may from time to time exist upon the Common Elements as designated for such purposes; provided that each Unit owner shall have a right of ingress and egress to such owner's Unit, which right shall be perpetual.

3. Utilities: Easement for utilities, including, without limitation, water, sewer, gas, electricity, telephone, and cable TV, are and shall hereafter be reserved or granted as set forth on the map and plat. Any such easements for underground utility service shall be kept clear of all other improvements, including buildings, patios, or other improvements other than crossing walkways or driveways, and neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers, or other improvements, of the owner located on the Common Elements covered by said easements.

4. Maintenance Easement: The Common Elements, and to the extent necessary, the Units themselves, shall be subject to an easement in the Association, including its agents, employees, contractors, and subcontractors, for the inspection, maintenance, repair, or replacement of Common Elements as provided in this Declaration.

In addition, each Unit owner shall have an easement and right of access across any Common Element appurtenant to such owner's Unit for purposes of maintaining, repairing and cleaning, during reasonable hours, those exterior portions of the Unit which such Unit owner is responsible to maintain and which can be reached only from such Common Element appurtenant to the adjoining Unit.

5. Encroachments: If, as a result of construction, reconstruction, repair, shifting, settling, movement or otherwise, any portion of the Common Elements encroaches upon a Unit or Units, or any portion of a Unit encroaches upon the Common Elements or upon an adjoining Unit or Units, a valid easement for the encroachment and for the maintenance of same shall exist so long as the encroachment exists. Such encroachments and easements shall not be considered or determined to be an encumbrance either on the Common Elements or on the Units for the purpose of marketability of title or other purposes.

6. Miscellaneous: The above and foregoing easements and covenants are intended and are hereby declared to run with the land and to be appurtenant to the Units and each of them.

7. Creation: All conveyances of units hereafter made, whether by the declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give affect to the preceding sections of this article, even though no specific reference to such easements appears in the conveyance.

ARTICLE IX - MORTGAGES

1. Mortgaging a 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; provided, that any such lien interest shall be subject to the provisions of this Declaration.

2. Entitlements of Mortgagees: Any holder, insurer or guarantor of a first mortgage on a Unit

shall, upon written request to the Association stating the name and address of such holder, insurer or guarantor and the number of the Unit covered by said first mortgage, be entitled to:

(a) Inspect the books and records of the Association upon reasonable advance request, during normal business hours; and

(b) Within a reasonable time, receive an audited financial statement of the Association for the immediately preceding fiscal year; and

(c) Receive timely written notice of (1) any proposed amendment of the Declaration, Map or other documents effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interest in the general or limited Common Elements appertaining to any Unit or the liability for common expenses appertaining thereto, (iii) the number of votes in the Association appertaining to any Unit, or (iv) the purposes to which any Unit or the Common Elements are restricted; (2) any proposed termination of the Condominium regime; (3) any condemnation loss or casualty loss which affects a material portion of the project or which affects the Unit covered by said first mortgage; (4) any delinquency in the payment of assessments or charges owed by the owner of the Unit subject to said first mortgage where such delinquency has continued for a period of sixty days; (5) any lapse, cancellation or material modification of any insurance policy maintained by the Association pursuant to the requirements of this Declaration.

(d) Receive timely written notice of any default in the performance by the owner of such Unit of any obligation under the Declaration which is not cured within sixty (60) days.

3. Mortgagee's Approval: The approval of the eligible holders of first mortgages on units to which at least 75% of the votes of units subject to mortgages held by such eligible holders are allocated, must be obtained in the following situations:

(a) Any restoration or repair of the property after a partial condemnation or damage due to an insurable hazard which is not substantially in accordance with the Declaration and the original plans and specifications;

(b) Any election to terminate the Condominium regime after substantial destruction or a substantial taking in condemnation of the property;

(c) Any reallocation of interest in the Common Elements resulting from a partial condemnation or partial destruction of the property.

ARTICLE X - USE LIMITATIONS

1. Use: All of the property shall be used for residential purposes and uses accessory thereto, and for maintenance and administration of the residential units. No structures of a temporary character such as trailers, tents, shacks, barns or other outbuildings shall be placed on any portions of the property.

2. Temporary Use by Declarant: Any provisions herein contained to the contrary, notwithstanding, it shall be expressly permissible for declarant to maintain upon the property during the period of sale of Units, such facilities as in the sole opinion of declarant may be reasonably required, convenient or incidental to the sale of said Units, including, but not limited to, a business office, inside storage area, signs, and sales office.

3. Prohibition Against Partition: No owner shall institute or prosecute any action for partition of the Common Elements and each owner hereby expressly waives such right by acceptance of a conveyance of such interest to him.

4. Household Pets: No animals, livestock or poultry of any kind shall be raised, bred or kept on the property except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and shall be subject to the Rules of the Association and any governmental ordinances or laws. Dogs shall be leashed at all times when outside the Unit of an owner and the pet owner shall confine his dog for excretion to an appropriate area designated by the Association. Pets constituting a nuisance may be ordered by the Association to be kept within the Unit of the owner or ordered expelled from the project.

5. Advertising: No advertising signs, for sale signs, billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the property nor shall the same be used in any way for any purpose which may endanger the health or unreasonably disturb the owners of any Units or any residents thereof; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards, or the construction and maintenance of buildings, if any, of declarant, during the original construction and sale period, and provided further that one sign of not more than five (5) square feet and containing the words "For Sale" or "For Rent" may be placed on any Unit. The Association may erect such billboards or notices as it deems desirable in conjunction with its administration of the project.

6. Personal Business: No business activities shall be conducted in the building or on any portion of a Unit. This restriction shall not be construed in such a manner as to prohibit an owner or occupant from: (a) maintaining his personal or professional library therein; (b) keeping his personal business or professional records or accounts therein; or (c) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incidental to the principal residential use and not in violation of this paragraph.

7. Planting or Gardening - Fences, Hedges or Walls: Except in the yards areas appurtenant to a specific Unit, no planting or gardening shall be done unless otherwise designated by the Association. No fences, hedges or walls shall be erected or maintained upon the property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association.

8. Antennas: Without prior written approval of the Association, no exterior television, radio, or other antennas of any sort shall be placed, allowed or maintained upon any portion of the property or improvements thereon.

9. Exterior Lights: All exterior lights and light standards shall be approved by the Association for harmonious development and prevention of lighting nuisances.

10. Negligent Acts: In the event that the need for any maintenance or repair to the Common Elements is caused through the willful or negligent act of an owner, his family, guests or invitees or lessees, the cost of such maintenance or repairs shall be added to and become a part of the next

assessment to which such owner is subject, and shall be subject to the lien privileges as provided herein.

11. Unsightly Objects: Refuse piles, tools, equipment, automobile parts, or other unsightly objects or materials shall not be placed, stored or allowed to remain upon the property unless enclosed or concealed within a Unit. The Association shall, upon due notice to owner and failure of owner to comply, have the right to enter upon any Unit or Common Element and remove such refuse piles or other unsightly objects or materials at the expense of the owner and such entry shall not be deemed a trespass.

12. Unused Vehicles: "Unused vehicle" is defined as any vehicle which is inoperable, unlicensed or does not bare a current safety inspection sticker, if the same is required by law. No unused vehicle shall be stored, parked or located within the subject property. A written notice describing the unused vehicle and requesting removal thereof shall be personally served upon the owner or placed on the windshield or other conspicuous place on such vehicle and if such vehicle has not been removed within 72 hours thereafter, the Association or applicable law enforcement agency shall have the right to remove the same without liability to it, and the expense thereof shall be charged to the owners of such vehicle. If such owner shall be a member of the Association, the costs of enforcing this provision shall be added to the next assessment to which such owner is subject.

13. Mail Receptacles: Mail receptacles shall be approved by the Association and shall be located on the property as determined by the Board of Directors.

14. Prohibitions: Nothing shall be done or kept in any Unit or in any portion of the property which would result in the cancellation of the insurance on the project or any part thereof. No use shall be made of any Unit or any portion of the project prohibited by the laws of the United States, the State of Colorado, or local ordinance. No noxious, destructive, offensive or other disruptive activity shall be carried on upon the property or within the Units, which may be, or may become, an annoyance or nuisance to the neighborhood or which may detract from the residential value, reasonable enjoyment and quality of the Units upon the property.

15. Garbage and Refuse Disposal: No part of the property may be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same shall be disposed of in a prompt and sanitary manner, as may be established by the Association. All containers or other equipment for the storage or disposal of garbage and trash by any owner shall be kept in a clean and sanitary condition and shall be kept enclosed out of view from other units and the streets and sidewalks of the project, except during days designated by the Association for pickup and disposal. The burning of trash in outside incinerators, barbecue pits or the like is prohibited, it being intended that all refuse, trash, garbage and the like shall be hauled away.

16. Removal of Trees: The removal of trees, shrubs, and other improvements from the property shall be prohibited without the express written approval of the Association.

17. Rules and Regulations: No owner, nor the family or guests of any owner, shall violate the rules and regulations for the use of his Unit and of the Common Elements as may from time to time be adopted by the Association. The Association is expressly empowered to adopt and promulgate such rules and regulations as it may, from time to time, deem necessary or desirable to regulate the use and activities upon the property in a manner consistent with the purposes of this Declaration.

ARTICLE XI - ARCHITECTURAL CONTROL

1. Review by Association: No building, fence, wall or other structure or any attachment to an existing structure, whether a residence, exterior lighting facilities, or other similar improvements or attachments, shall be commenced, erected, or maintained upon the property, nor shall any exterior addition to or change or alteration therein be made, and no change in the final grade, nor the installation of any landscaping shall be performed, until the plans and specifications therefor (said plans and specifications to show the nature, kind, shape, exterior, design, height, materials, color and location of the structure or addition to the structure, plotted horizontally and vertically, general plan of landscaping, fencing, walls, windbreaks and the grading plan) shall have been first submitted to and approved in writing by the Association. The Association shall exercise its best judgment to the end that all attachments, improvements, construction, landscaping and alterations to structures and on lands within the property conform to and harmonize with surrounding structures and topography as to external design and location.

2. Procedures: The Association shall approve or disapprove all plans within sixty (60) days after submission. In the event that the Association fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

3. Vote: A majority vote of the Board of Directors of the Association is required to approve a proposed improvement, unless the Board has designated a representative to act for it, in which case the decision of the representative shall control.

4. Records: The Association shall maintain written records of all applications submitted to it and of all actions taken by it thereon, and such records shall be available to Members for inspection at reasonable hours of the business day.

5. Liability: The Association and the members thereof shall not be liable in damages to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, in regard to any matter within its jurisdiction hereunder.

ARTICLE XII - MECHANIC'S LIEN RIGHTS

No labor performed or materials furnished for use in connection with any Unit with the consent or at the request of an owner, his agent or subcontractor shall create any mechanic's lien or right to file a Statement of Mechanic's Lien against the Unit of any other owner, or against any interest in the Common Elements except as to the undivided interest therein appurtenant to the Unit of the owner for whom such labor shall have been performed or materials furnished. Each owner shall indemnify and hold harmless each of the other owners from and against all liability arising from the claim of any lien against the Unit of any other owner or against the Common Elements for construction performed or for labor, materials, services or other products incorporated in an owner's Unit at such owner's consent or request.

ARTICLE XIII - CONDEMNATION

1. Condemnation of Whole of the General Common Elements: In the event of a proceeding in

condemnation of all of the general Common Elements or a portion of the building in which Units are located by any governmental authority authorized to do so, then the proceeds from such condemnation or of any sale in lieu of or in avoidance thereof, shall be distributed to the Board of Directors of the Association for apportionment among all the owners based upon the insured certificate value of each Unit as a proportion of the insured certificate values of all Units applied against the total of the proceeds received from such condemnation.

2. Partial Condemnation: In the event of a partial condemnation by any governmental authority authorized to do so of a portion of the general Common Elements other the building in which the Units are housed, then the proceeds from such partial condemnation, or of any sale in lieu of or in avoidance thereof, of the General Common Elements shall be distributed to the Board of Directors of the Association for apportionment to all of the owners based upon their respective ownership interests in the general Common Elements.

3. Lien Holders: If, when a condemnation occurs, a Unit is subject to an encumbrance, then the proceeds due owner by reason of such condemnation shall, to the extent of such encumbrance, be paid to the holder of the encumbrance. Any amount in excess of that required to clear the encumbrance shall be paid to owner.

4. Representation: The Association shall represent the Unit owners in the condemnation proceedings or in negotiations, settlements and agreements with the condemning authority, and the owner of each Unit by recordation of the deed of conveyance to such owner hereby appoints the Association as such owner's attorney-in-fact for such purpose.

ARTICLE XIV - REVOCATION OR AMENDMENT TO DECLARATION

1. Change in Ownership Percentage: Neither the interest of a Unit owner in the general Common Elements nor the Limited Common Element interest of a Unit owner as designated on the map shall be changed without the prior written consent of the Unit owner and the first mortgagees having an interest therein.

2. Revocation or Amendment: This Declaration may be amended or revoked by a vote of owners of units to which at least seventy-five percent (75%) of the votes in the Association are allocated and approved by the eligible holders of first mortgages on units to which at least fifty-one percent (51%) of the votes of units subject to a mortgage appertain (except for an action to terminate the Condominium regime, which action shall require the approval of the eligible holders of first mortgages on units to which at least seventy-five percent (75%) of the votes of units subject to a mortgage appertain.) Any amendments or revocation shall be effective only upon the recordation of a certificate setting forth the amendment or revocation signed by the required percentage of owners and mortgagees as above provided. No amendments to this Declaration shall be in conflict with the laws of the State of Colorado. Any provision in this section to the contrary notwithstanding, so long as the Declarant remains the owner of any units in this project, the Declarant shall have the absolute right to unilaterally amend this Declaration in order to comply with any standard, guideline, rule or requirement now or hereafter established in connection with the financing requirements of the Federal Housing Administration (FHA), the Administration of Veterans Affairs (VA), the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Company (FHLMC). The manner in which common expenses are assessed shall not be altered, except with the express written consent of all Members of all classes and all First Mortgagees.

3. Amendment by Declarant: Notwithstanding anything to the contrary contained in this Declaration, if Declarant shall determine that any amendments to this Declaration or any amendments to the Articles of Incorporation or By-Laws of the Association shall be necessary in order for existing or future mortgages, deeds of trust or other security instruments to be acceptable to the Veterans Administration, the Federal Housing Administration of the U.S. Department of Housing and Urban Development, the Federal National Mortgage Association for the Federal Home Loan Mortgage Corporation, then, subject to the following sentence of this Section, Declarant shall have and hereby specifically reserves the right and power to make and execute any such amendments without obtaining the approval of any Owners of First Mortgagees. Each such amendment of this Declaration or of the Articles of Incorporation or By-Laws shall be made, if at all, by Declarant prior to (a) conveyance of the last Unit by Declarant to the first Owner thereof (other than Declarant) or (b) September 1, 1988, whichever shall be first to occur; and each such amendment must contain thereon the written approval of the Veterans Administration or the Federal Housing Administration of the U.S. Department of Housing and Urban Development.

4. Duration: The separate ownership estates created by this Declaration and the map shall continue until this Declaration is revoked or terminated in the manner hereinabove provided.

ARTICLE XV - GENERAL PROVISIONS

1. Enforcement: The Association, or any aggrieved Unit owner, shall have the right to enforce, by any proceeding at law or in equity, for injunctive relief, damages, or both, all restrictions, conditions, covenants, reservations, liens and charges, now or hereafter imposed by the provisions of this Declaration or any rules and regulations promulgated by the Association. All costs and expenses of enforcement proceedings by the Association, including reasonable attorney fees, shall be taxed to the owner against whom such proceedings are instituted. All such costs shall be a lien in favor of the Association against the Unit or Units of the owner and may be collected in the same fashion as assessments. Failure by the Association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Declarant's Authority: During such time as the Declarant has the majority of votes in the Association pursuant to Article III, paragraph 2, the Declarant shall have and exercise all of the rights and powers of the Association as set forth herein.

3. Severability: If any clause or provision of this Declaration is determined to be illegal, invalid, or unenforceable under present or future laws, all other terms and provisions hereof shall nevertheless remain in full force and effect.

4. Management Agreement: The Association shall have the right to employ a qualified person to manage the project or to otherwise provide management services, provided that the term of any such contract shall be terminable without penalty by the Association upon not more than ninety (90) days' prior written notice.

5. Indemnification: The declarant, manager, employees of the Association and each director and officer of the Association shall be indemnified by the Association against all expenses and liabilities,

including attorney's fees, reasonably incurred by or imposed upon them in connection with any proceeding to which they may be a party, or in which they may become involved, by reason of or having acted as such upon behalf of the Association, provided that this indemnification shall not apply if the said person is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided further that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such person may be entitled.

6. Limitation Upon Liability of Association: Notwithstanding the duty of the Association to maintain and repair parts of the Common Elements, the Association shall not be liable for injury or damage, other than the normal cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association or by the conduct of other owners or persons or by casualties for which provision is not specifically made.

7. Claims: No claim or cause of action shall accrue in favor of any person in the event of the invalidity of any covenant or provision of this Declaration or for failure of the Association or Declarant to enforce any covenant or provision hereof.. This section may be plead as a full bar to the maintenance of any suit or action brought in violation of the provisions of this section; provided, this provision shall not prohibit or otherwise restrict the right of any owner or mortgagee of any Unit on the property to enforce the provisions of this Declaration or to take necessary action to compel the Association or the Declarant to enforce this Declaration.

8. Mailing of Notices: Each owner shall register his mailing address with the Association and all notices or demands intended to be served upon any owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the owner at such mailing address. Any notice referred to in this Section shall be deemed given when deposited in the United States Mail in the form provided for in this section.

9. Captions: The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

10. Gender: The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

11. Conflict of Provisions: In case of conflict between this Declaration and the Articles of Incorporation or the By-Laws, this Declaration shall control.

12. FHA/VA Approval: As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Elements, dedication of Common Elements, and amendment of this Declaration.

SIGNED this 2nd day of May, A.D. 1983.

IRON MOUNTAIN INVESTMENTS, LTD.

BY: W Duane Van Wky
General Partner

STATE OF COLORADO)
) ss
COUNTY OF)

The foregoing instrument was subscribed and sworn to before me this 2nd day of May, 1983, by W. Duane Van Wky, as General Partner of Iron Mountain Investments, Ltd.

WITNESS my hand and official seal.

My commission expires: February 24, 1985

Robin S. Clemons
Notary Public
817 Colorado Ave, Suite 201
Glenwood Springs, Co. 81601
Address

The Iron Mountain Condominium Association hereby approves the above and foregoing Condominium Declaration and has caused its corporate name to be hereinto subscribed by its President and its corporate seal to be hereto affixed by its Secretary, this 2nd day of May, 1983.

IRON MOUNTAIN CONDOMINIUM ASSOCIATION

ATTEST:
Beverly Jean Van Wky
Secretary

By: W Duane Van Wky
President

STATE OF COLORADO)
COUNTY OF Garfield) ss.

The foregoing instrument was subscribed and sworn to before me this 27th day of May, 1983, by [illegible] as President and [illegible] as Secretary of the Iron Mountain Condominium Association.

WITNESS my hand and official seal.

My commission expires: February 24, 1985

ROBIN S. CLEMONS NOTARY PUBLIC STATE OF COLORADO

Robin S. Clemons
Notary Public
817 Colorado Ave, Suite 201
Glenwood Springs, Co. 81601
Address