

279394

**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made on the date hereinafter set forth, by San Miguel County Housing Authority, an agency of San Miguel County, Colorado, a political subdivision of the State of Colorado ("Declarant") and is consented to and approved by an additional party as set forth below.

*RECITALS:*

a) Declarant is the owner of certain real estate in the County of San Miguel, State of Colorado, which is more particularly described as set forth in Exhibit A attached hereto and by reference made a part hereof.

b) The parties affirming, ratifying and approving this Declaration (as set forth below) are the owners of certain real estate in the County of San Miguel, State of Colorado, which is more particularly described as set forth in Exhibit A-2 attached hereto and by reference made a part hereof.

c) The real estate described in attached Exhibits A is or will be subject to a deed restriction of the Declarant.

d) The real estate described in Exhibit A is subject to the Declaration for Lawson Hill, San Miguel County, Colorado, recorded April 16, 1992, as document 276371 (the "Master Declaration") and a Plat, titled as the Insubstantial Amendment to Lawson Hill Phase One & Phase Two, San Miguel County, Colorado (the "Plat").

e) The party consenting to and approving this Declaration is the declarant under the Master Declaration.

f) The parties desire to create and define two Units (as A and B designations) on each Lot described in Exhibit A, by which portions of the real estate described in Exhibit A will be designated for separate ownership as two separate Units.

## ARTICLE 1

### SUBMISSION;DEFINED TERMS

Section 1.01 Submission of Real Estate. Declarant hereby declares that all of the real estate described in Exhibit A shall be held or sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real estate and be binding on all parties having any right, title or interest in the real estate or any part thereof, their heirs, legal representatives, successors, and assigns and shall inure to the benefit of each Owner thereof.

Section 1.02 Defined Terms. Each capitalized term in this Declaration or in the Plat of the real estate described in Exhibit A shall have the meaning specified or used in the Master Declaration or Plat, unless otherwise defined in this Declaration.

## ARTICLE 2

### UNITS

Section 2.01 Number of Units. The number of Units created and defined on the real estate described in Exhibit A is thirty-two (32).

Section 2.02 Identification of Units. The identification number of each Unit is shown on the Plat and Exhibit B of this Declaration.

Section 2.03 Unit Boundaries. The boundaries of each Unit are located as shown on the Plat.

Section 2.04 Units to be Maintained. Unit Owners are responsible for the maintenance, repair and replacement of the properties located within their Unit boundaries and parking spaces to which they have exclusive rights to use. Each Unit and its assigned parking spaces, shall, at all times be kept in a clean, sightly, and wholesome condition. No trash, litter, junk boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed upon any Unit so that the same are visible, except as necessary during the period of construction. The Association, after notice and hearing, through its agents and assigns, shall have the authority to enter and clean up Units which do not conform to the provisions of this Section, and to charge and collect from the Unit Owners thereof all reasonable costs related thereto as an assessment to the Unit Owner made pursuant to the Master Declaration.

Section 2.05 Restriction on Further Subdivision. Upon written approval by the Declarant and the Executive Board of the Association, and upon required additional approvals from San Miguel County or other local governing authority, a Unit may be further subdivided into two or more Units, if the Owner of the Unit to be subdivided shall submit to the Declarant and the Executive Board such application as shall be required.

### ARTICLE 3

#### COMMON AND LIMITED COMMON ELEMENTS

##### Section 3.01 Common Elements and Limited Common Elements.

(a) Portions of the real estate described in Exhibit A may be designated as Common Elements or as Limited Common Elements for driveways or access or other purposes.

(b) The Declarant, and its agent, reserve the right to allocate areas as Common Elements, and further, to allocate areas which constitute a part of the Common Elements as Limited Common Elements for the exclusive use of the owners of Units to which those specified areas shall become appurtenant. The Declarant may allocate or assign Common Elements or Limited Common Element areas (i) by making such an allocation in a recorded instrument, or (ii) in the deed to the Unit to which such Limited Common Element shall be appurtenant, or (iii) by recording an appropriate amendment or supplement to this Declaration. Such allocations by the Declarant may be made as a matter of reserved right by the Declarant or its agents and may be made to Units owned by the Declarant.

(c) A "Limited Common Element" means a portion of the Common Elements, designated by Declarant for the exclusive use of one or more, but fewer than all of the Units.

Section 3.02 Maintenance, Repair and replacement of Common Elements. The Association shall be responsible for the maintenance, repair and replacement of any Common Elements.

Section 3.03 Maintenance, Repair and Replacement of Limited Common Elements/Expense Allocation. Maintenance, repair or replacement of a Limited Common Element may be performed by the Association, and in that event, the expenses shall be assessed equally against the Units to which the Limited Common Element is assigned as an assessment to the Unit and Unit Owners made pursuant to the Master Declaration.

Section 3.04 Owners' Easements of Enjoyment. Every Unit Owner shall have a right and easement of enjoyment in and to any Common Elements and such easement shall be appurtenant to and shall pass with the title to every Unit, subject to the provisions of the Master Declaration and this Declaration.

Section 3.05 Delegation of Use. Any Unit Owner may delegate his right of enjoyment to the Common Elements and facilities to the members of his family, his tenants, or contract purchasers who reside on his Unit.

Section 3.06 Title to the Common Elements. Declarant hereby discloses for itself, its successors and assigns, that it or its agents may convey easements, licenses, rights to use or title to the Common Elements, by one or more deeds or other instruments.

## ARTICLE 4

### EASEMENTS AND LICENSES

Section 4.01 Recording Data. All easements and licenses to which the Units are presently subject are recited in Exhibit A. In addition, the Units may be subject to other easements or licenses granted pursuant to reservations in the Master Declaration.

Section 4.02 Easements for Access. Every Unit Owner, his family members, guests and invitees shall have a non-exclusive right and easement of access, including a non-exclusive right and easement of ingress and egress over, across and upon the Unit with which their Unit shares a Party Wall for the purpose of getting to and from their Unit, to any parking areas and the public way for both pedestrian and vehicular travel, which rights and easements shall be appurtenant to and pass with the transfer of title to an Owner's Unit. Further, every Unit Owner, his family members, guests and invitees shall have, in conjunction with all other Unit Owners and their family members, guests and invitees, a non-exclusive right and easement of access over, across and upon the Common Elements, if any, for the purpose of getting to and from their Unit, to any parking areas and the public way for both pedestrian and vehicular travel, which rights and easements shall be appurtenant to and pass with transfer of title to an Owner's Unit.

Section 4.03 Driveway Easements. If the driveway for any Unit is adjacent to the driveway for an adjoining Unit and if such adjoining driveways are curved or angled, then the Owners of such adjoining Units shall have a joint non-exclusive easement and right-of-way for ingress and egress from their respective driveways or garages, if any, to the street adjoining their Units.

Section 4.04 Easement for Parking. Each Unit is allocated two (2) parking spaces, which parking spaces may be located outside the boundaries of a Unit or outside the real estate described in Exhibit A. In that event, an exclusive easement is hereby granted to the Unit and the Unit Owner to enter upon and use the parking spaces as assigned by Declarant or its agents, for the purposes for which the parking spaces are intended, and for the purpose of maintaining, repairing and replacing the assigned parking spaces. Parking spaces may be assigned by written instrument given by Declarant as set forth in Paragraph 3.01(b)

above.

Section 4.05 Encroachment Easements. The real estate described in Exhibit A, and all portions thereof, shall be subject to an easement for encroachments and overhangs created by construction of Improvements on a Lot as designed or constructed by Declarant or its agents and for settling, shifting and movement of any portion of the Improvements. A valid easement for said encroachments and overhangs and for maintenance thereof shall exist so long as the encroachment exists. In the event that any Improvements on a Unit are partially or totally destroyed, and then rebuilt, the Owners of the Units adjoining the Unit on which the rebuilt Improvements are located hereby agree that any encroachments of the rebuilt Improvements upon such adjoining Units, and all Unit Owners and the Association agree that any encroachments of the rebuilt Improvements upon the Common Elements, shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist so long as the encroachments exists. Encroachments referred to herein include, but are not limited to, encroachments caused by the original construction of Improvements, by error in the Plat, by settling, rising, movement or shifting of the earth or by changes in position caused by repair or reconstruction.

Section 4.06 Utility Easements. There is hereby created for the benefit of the Declarant and the Association a general easement upon, across, over, in and under all of the real estate described in Exhibit A for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewer, gas, telephone, electrical and a television system. By virtue of this easement, it shall be expressly permissible and proper for the companies providing electrical and telephone services to erect and maintain the necessary underground equipment on the real estate described in Exhibit A, and to affix and maintain electrical and telephone wires, circuits and conduits on, above and across the roofs and exterior walls of Units. Notwithstanding anything to the contrary contained in this Section, no water, sewer, gas, telephone, electrical or antenna lines, systems or facilities may be installed or relocated on the real estate described in Exhibit A except as initially approved by Declarant or its agents during the development, or thereafter as approved by the Association; provided, further, that all utilities shall be underground, unless approved by the Declarant or the Association. Should any utility company furnishing a service covered by the general easement herein created request a specific easement by separate recordable document, Declarant and the Association shall have, and are hereby separately given the right and authority to grant such easement; provided, however, that such power shall in no way materially affect, avoid, extinguish or modify any other recorded easement.

Section 4.07 Emergency Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance and all other similar emergency agencies or persons to enter upon all streets and upon the Common Elements in the proper performance of their duties.

Section 4.08 Easement for Maintenance. An easement is hereby granted to the Association, its officers, agents, employees and assigns, upon, across, over, in and under the

real estate described in Exhibit A with the right to make such use of said property as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to the Master Declaration. Damage to any part of a Unit resulting from the maintenance, repair, emergency repair or replacement of any of the Common Elements, or as a result of the Association's exercise of power reserved in the Master Declaration or this Declaration shall be an expense of the Association. Restoration of the damaged Improvements shall be substantially the same as the condition in which they existed prior to the damage. Notwithstanding the foregoing, if any such damage is the result of the carelessness or negligence of any Owner, then such Owner shall be solely responsible for the costs and expenses of repairing such damage.

Section 4.09 Easements of Drainage. An easement is hereby granted to the Association, its officers, agents, employees, successors and assigns to enter upon, across, over, in an under any portion of the real estate described in Exhibit A for the purpose of changing, correcting or otherwise modifying the grade of drainage channels so as to improve the drainage of water.

Section 4.10 Easements for Restoration and Repairs. Each Owner and his contractors and agents, and the Association and its contractors, officers, agents and employees shall have an easement onto adjoining Units and onto the Common Elements as is reasonably necessary for the restoration and repair of the Improvements on such Owner's Unit; provided, however, that such Owner shall immediately repair, and be liable for any damage caused by any failure to immediately repair any damage to such Unit or the Improvements or other property thereon resulting from the exercise of this easement.

Section 4.11 Construction Easement. Declarant expressly reserves the right, for itself and for its contractors and agents, to perform construction work, warranty work and repairs and to store materials in secure areas, upon Units and upon the Common Elements, and the future right to control such work and repairs, and the right of access thereto, until completion of the Improvements. All work may be performed by Declarant without the consent or approval of any Unit Owner.

## ARTICLE 5

### PARTY WALLS

Section 5.01 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Declaration, the general rules of law in Colorado regarding party walls and liability for damage due to negligence or willful acts or omissions shall apply to all Party Walls. "Party Wall" shall mean and refer to any wall which is built as a part of the original construction of the Improvements (or as a subsequent restoration or replacement of such original construction) which is placed on a dividing line between Units.

Section 5.02 Party Wall Easements. Mutual reciprocal easements are hereby

established, declared and granted for all Party Walls between Improvements constructed or to be constructed on Units, which reciprocal easements shall be for the mutual support of the Improvements on the Units, and for the maintenance, repair and rebuilding of the Party Walls, which easements shall be for the benefit of the Party Wall Owners thereof and shall be governed by this Declaration. "Party Wall Owner" shall mean and refer to the Owner of a Unit upon which Improvements are separated from Improvements on another Unit by a Party Wall. If more than one owner owns a Unit upon which the Improvements are separated from other Improvements by a Party Wall, then all of such Owners shall collectively be the Party Wall Owner for such Unit.

Section 5.03 Repair and Maintenance. The cost of the reasonable repair and maintenance of a Party Wall shall be shared by each Party Wall Owner thereof in proportion to such Owner's proportionate use of the Party Wall. The proportionate use of a Party Wall by its Party Wall Owners shall be based on the respective length of such Party Wall which is then used by the Owner of each Unit.

Section 5.04 Negligence. Notwithstanding any other provision of this Unit, any Party Wall Owner who by his negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of repairing the damages caused thereby and furnishing the necessary protection against such elements.

Section 5.05 Right to Contribution. The right of any party Wall Owner to contribution from any other Party Wall Owner under this Declaration shall be appurtenant to their Unit and shall pass to such Owner's successors in title.

Section 5.06 Arbitration. In the event any dispute arises concerning a Party Wall or concerning the provisions of this Article 5, such dispute shall be decided by binding arbitration by the Association, and the decision of the Association, as arbitrator, shall be binding upon such Owners.

## ARTICLE 6

### GENERAL PROVISIONS

Section 6.01 Enforcement. The Association, the Owner or Owners of any of the Units or the Declarant may enforce the restrictions, conditions, covenants and reservations imposed by the provisions of this Declaration by proceedings at law or in equity against any person or persons, either to recover damages for such violation, including reasonable attorneys fees incurred in enforcing these covenants, or to restrain such violation or attempted violation. Failure of the Association or of 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.

Section 6.02 Duty to Insure. Each Owner shall obtain and maintain in full force and

effect, at all times, all necessary and appropriate insurance coverage for their Units.

Section 6.03 Severability. Each of the provisions of this Declaration shall be deemed independent and severable. If any provision of this Declaration or the application thereof to any Person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Declaration which can be given effect without the invalid provisions or applications.

Section 6.04 Term of Declaration. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

Section 6.05 Amendment of Declaration by Declarant. Until the first Unit has been conveyed by Declarant by deed recorded in the office of the County Clerk and Recorder of the County of San Miguel, Colorado, any of the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration may be amended or terminated by Declarant by the recordation of a written instrument, executed by Declarant, setting forth such amendment or termination. Thereafter if Declarant shall determine that any amendments to this Declaration shall be necessary in order to make material changes or for the correction of a technical, clerical or typographical error or clarification of a statement, then, subject to the following sentence of this Section, Declarant shall have the right and power to make and execute any such amendments without obtaining the approval of any Owners or holders of a Security Interest. Each such amendment of this Declaration shall be made, if at all, by Declarant prior to April 16, 2002. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to an amendment under this section on behalf of each Owner and holder of a Security Interest. Each deed, Security Interest, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of Declarant to make, execute and record an amendment under this Section.

Section 6.06 Amendment of Declaration by Unit Owners. Any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time upon approval of 67% of the Unit Owners and with the written consent of the Association. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of San Miguel County, State of Colorado, of a certificate, setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Association.

Section 6.07 Amendment Required by Government Mortgage Agencies. Prior to April 16, 2002, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration which FHA, VA, FHLMC, GNMA, FNMA or any similar entity authorized to insure, guarantee, make or purchase mortgage loans requires to be amended or repealed may be amended or repealed by Declarant or the Association. Any



such amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of San Miguel County, State of Colorado, of a certificate, setting forth the amendment or repeal in full.

Section 6.08 Power of Attorney Granted for Amendment of Plat. Declarant hereby reserves and is granted the right and power from the Owners and from the holders of any Security Interest to amend, at any time prior to April 16, 2002, the Plat affecting the real estate. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to such amendment. Each Owner and holder of a Security Interest hereby designates Declarant, its successors and/or assigns, to be his attorney-in-fact for any and all purposes relating to the amendment of the Plat as set forth in this Section, including but not limited to, the execution of any and all instruments which need to be executed by the Owners in order to fully effectuate any such amendment. Said power of attorney does not give Declarant the right to modify property lines of Units that have been previously deeded to Owners. The power of attorney granted herein is a durable power of attorney which shall not terminate upon the death or disability of any Owner. This power of attorney shall be binding upon all assignees, successors, heirs, and owners.

Section 6.09 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development of the Units and of promoting and effectuating the fundamental concepts as set forth in the recitals of this Declaration. This Declaration shall be construed and governed under the laws of the State of Colorado.

Section 6.10 Singular Includes the Plural. Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine and neuter.

Section 6.11 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any paragraph, section or article hereof.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized agents this 10 day of September, 19 92.

SAN MIGUEL COUNTY HOUSING AUTHORITY,  
an agency of San Miguel County, Colorado,  
a political subdivision of the State  
of Colorado

By: W. Wenger  
Authorized Agent  
Chair

By: \_\_\_\_\_  
Authorized Agent

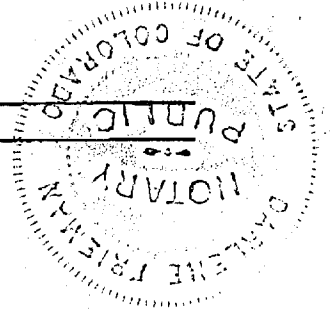
STATE OF COLORADO )  
 ) ss.  
COUNTY OF SAN MIGUEL )

The foregoing Declaration was acknowledged before me by William Wenger  
as authorized agent of the San Miguel County Housing Authority, an agency of San Miguel  
County, Colorado, a political subdivision of the State of Colorado on this 20<sup>th</sup> day of  
Sept., 1992.

My commission expires: 4-20-93

Charlene Freeman  
Notary Public

Address: P.O. Box 1170  
Telluride, CO 81435



STATE OF COLORADO )  
 ) ss.  
COUNTY OF SAN MIGUEL )

The foregoing Declaration was acknowledged before me by \_\_\_\_\_  
as authorized agent of the San Miguel County Housing Authority, an agency of San Miguel  
County, Colorado, a political subdivision of the State of Colorado on this \_\_\_\_\_ day of  
\_\_\_\_\_, 1992.

My commission expires:

\_\_\_\_\_  
Notary Public

Address: \_\_\_\_\_  
\_\_\_\_\_

CONSENT AND APPROVAL

Consent and approval is hereby given to the above Declaration.

Dated in TELLURIDE, Colorado this 10<sup>th</sup> day of SEPTEMBER, 1992

Telecam Partnership II, Limited,  
a Colorado limited partnership

BY: William W. Cantlin VICE PRESIDENT  
Authorized Agent MACELET CONSTRUCTION INC.  
GENERAL PARTNER

STATE OF COLORADO

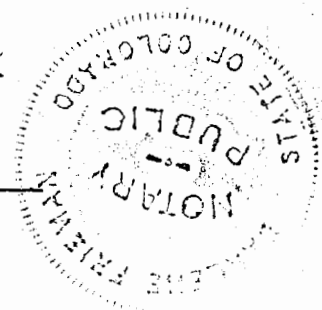
COUNTY OF SAN MIGUEL

The foregoing Consent to Declaration was acknowledged before me by William W. Cantlin AS VP - MACELET CONSTRUCTION INC.  
as \_\_\_\_\_ of \_\_\_\_\_, this 10<sup>th</sup> day of Sept., 1992

WITNESS my hand and official seal.

My Commission Expires: 4-20-93

Paulina Freeman  
Notary Public  
P.O. Box 1170  
Telluride, CO 81435  
Address



## EXHIBIT A

## DESCRIPTION OF REAL ESTATE

Lots 1A, 1B, 4A, 4B, 5A, 5B, 6A, 6B, 19A, 19B, 20A, 20B, 22A, 22B, 23A, 23B, 25A, 25B, 28A, 28B, 32A, 32B, 33A, 33B, 34A, 34B, 35A, 35B, 36A and 36B, Insubstantial Amendment to Lawson Hill Phase One & Phase Two, San Miguel County, Colorado.

Subject to the following easements and interests of record: (insert from title insurance commitment)

## SCHEDULE B

FILE NO. 12825

POLICY NO. 131-25888

## EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

1. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.
2. TAXES FOR THE YEAR 1992 AND SUBSEQUENT YEARS, A LIEN, BUT NOT YET DUE AND PAYABLE.
3. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF THE LAWSON HILL PLANNED UNIT DEVELOPMENT AS GRANTED BY THAT RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, SAN MIGUEL COUNTY, COLORADO, GRANTING PRELIMINARY APPROVAL THEREOF, COUNTY RESOLUTION NO. 1991-22, RECORDED MAY 3, 1991 IN BOOK 477 AT PAGES 367 TO 414.
4. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF THAT PRE-ANNEXATION, UTILITY CONNECTION AND HYDROPOWER LEASE AGREEMENT FOR THE LAWSON HILL PROJECT BETWEEN THE TOWN OF TELLURIDE, A HOME RULE MUNICIPALITY AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO, AND TELECAM PARTNERSHIP 11, LIMITED, A LIMITED PARTNERSHIP ORGANIZED UNDER THE LAWS OF THE STATE OF COLORADO, RECORDED JUNE 7, 1991 IN BOOK 478 AT PAGES 607 TO 641.
5. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF THAT TELLURIDE-TELECAM HYDROPOWER LEASE AGREEMENT BETWEEN THE TOWN OF TELLURIDE, A HOME RULE MUNICIPALITY AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO, AND TELECAM PARTNERSHIP II, LIMITED, A LIMITED PARTNERSHIP ORGANIZED UNDER THE LAWS OF THE STATE OF COLORADO, RECORDED JUNE 7, 1991 IN BOOK 478 AT PAGES 642 AT 671.
6. RIGHT OF THE PROPRIETOR OF A VEIN, OR LODE TO EXTRACT AND REMOVE THIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES GRANTED; AS RESERVED IN UNITED STATES PATENT FOR THE KEYSTONE PLACER, M.S. 244 RECORDED IN BOOK 21 AT PAGE 449; AND AS RESERVED IN UNITED STATES PATENT FOR THE BOSTON PLACER, M.S. 2019 RECORDED IN BOOK 52 AT PAGE 129.

(CONTINUED)

FILE NO. 12825  
POLICY NO. 131-25888  
PAGE 3

SCHEDULE B  
EXCEPTIONS FROM COVERAGE  
(CONTINUED)

7. GENERAL DECLARATION FOR LAWSON HILL RECORDED APRIL 16, 1992 IN BOOK 490 AT PAGE 925; AND THE TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS AS CONTAINED THEREIN.
8. SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED APRIL 16, 1992 IN BOOK 490 AT PAGE 999; AND THE TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS AS CONTAINED THEREIN.
9. DECLARATION OF EASEMENTS RECORDED APRIL 16, 1992 IN BOOK 490 AT PAGE 1016.
10. RESERVATION OF EASEMENTS IN SPECIAL WARRANTY DEED RECORDED APRIL 16, 1992 IN BOOK 490 AT PAGE 1024.
11. TELECAM PARTNERSHIP II, LIMITED/MOUNTAIN VILLAGE METROPOLITAN DISTRICT SEWER LINE EASEMENT RECORDED SEPTEMBER 11, 1991 IN BOOK 482 AT PAGE 403.
12. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF THAT FIRST AMENDMENT TO THE LAWSON HILL PLANNED UNIT DEVELOPMENT REFERRED TO IN EXCEPTION NO. 3 ABOVE, RECORDED APRIL 16, 1992 IN BOOK 490 AT PAGE 1026.
13. ANY LOSS OR DAMAGE THAT MAY RESULT FROM THAT CERTAIN COMPLAINT FILED AS CIVIL ACTION NO. 91 CV 60 IN THE DISTRICT COURT, COUNTY OF SAN MIGUEL, STATE OF COLORADO.
14. TERMS, CONDITIONS AND PROVISIONS OF RESTRICTIONS CONTAINED IN WARRANTY DEED RECORDED APRIL 16, 1992 IN BOOK 490 AT PAGE 1057.

EXHIBIT B  
UNITS CREATED

Lots 1A and 1B  
Lots 4A and 4B  
Lots 5A and 5B  
Lots 6A and 6B  
Lots 19A and 19B  
Lots 20A and 20B  
Lots 22A and 22B  
Lots 23A and 23B  
Lots 25A and 25B  
Lots 28A and 28B  
Lots 32A and 32B  
Lots 33A and 33B  
Lots 34A and 34B  
Lots 35A and 35B  
Lots 36A and 36B