

**FIRST SUPPLEMENT TO  
DECLARATION FOR  
LAWSON HILL  
SAN MIGUEL COUNTY, COLORADO**

This First Supplement to the Declaration for Lawson Hill dated April 16, 1992, recorded in the Office of the Clerk and Recorder of San Miguel County, Colorado, on April 16, 1992 in 90 at page 925 et sec (the "Declaration"), is made this 18th day of May, 1992, by Telecam Partnership II, Limited, a Colorado limited partnership with an office at 11500 Highway 145, Telluride, Colorado. All terms used herein, unless otherwise defined herein, shall have the meanings attributed to them in the Declaration.

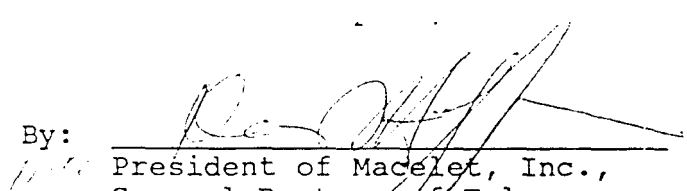
WHEREAS, the Declarant has reserved the right to add additional real property to the Property by filing supplements to the Declaration and now desires to so add additional real property to the Property;

THEREFORE, there is hereby added to the Property real property located in San Miguel County, Colorado, described as Lawson Hill, Phase 2,, according to the Plat recorded on May 18, 1992 in Plat Book 1 at pages 1282 et seq, which shall be subject to all the terms, conditions and restrictions set forth in the Declaration, as the same may be from time to time amended or supplemented, as if it was originally included in the Property.

IN WITNESS WHEREOF Declarant has executed this First Supplement to the Declaration the day and year first above written.

Telecam Partnership II Limited

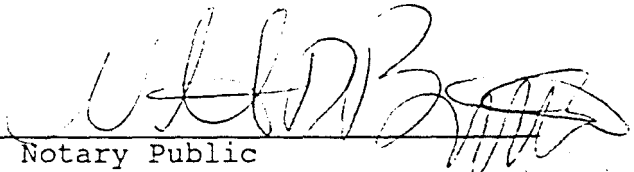
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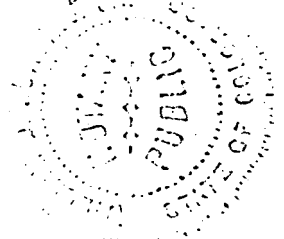
  
\_\_\_\_\_  
President of Macelet, Inc.,  
General Partner of Telecam  
Partnership I Limited, General  
Partner

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

The foregoing instrument -,was acknowledged before me this 18<sup>th</sup> day of May, 1992, by David I. Hoffman, Vice President of Macelet, Inc, a Colorado corporation, general partner of Telecam Partnership I, Limited, a Colorado limited partnership, the sole general partner of and on behalf of Telecam Partnership II, Limited, a Colorado limited partnership.

Witness my hand and official seal  
My commission expires:

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



SECOND SUPPLEMENT TO  
DECLARATION FOR  
LAWSON HILL  
SAN MIGUEL COUNTY, COLORADO

This Second Supplement to the Declaration for Lawson Hill dated June 16, 1992, recorded in the Office of the Clerk and Recorder of San Miguel County, Colorado, on April 16, 1992 in Book 490 at page 925 et seq, as heretofore amended and supplemented (the "Declaration"), is made this 16th day of June, 1993, by Telecam Partnership II, Limited, a Colorado limited partnership with an office at 11500 Highway 145, Telluride, Colorado. All terms used herein, unless otherwise defined herein, shall have the meanings attributed to them in the Declaration.

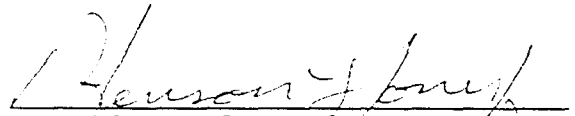
WHEREAS, the Declarant has reserved the right to add additional real property to the Property by filing supplements to the Declaration and now desires to so add additional real property to the Property;

THEREFORE, there is hereby added to the Property real property located in San Miguel County, Colorado, described as Lawson Hill, Phase 5, according to the Plat recorded on 5-27-1993 in Plat Book 1 at page 1491 et seq, which shall be subject to all the terms, conditions and restrictions set forth in the Declaration, as the same may be from time to time amended or supplemented, as if it was originally included in the Property.

IN WITNESS WHEREOF Declarant has executed this Second Supplement to the Declaration the day and year first above written.

Telecam Partnership II, Limited

By:

  
\_\_\_\_\_  
President of Macélet, Inc.,  
General Partner of Telecam  
Partnership I Limited, General  
Partner

STATE OF COLORADO )  
SS  
COUNTY OF SAN MIGUEL )

The foregoing instrument was acknowledged before me this 16th day of June, 1993, by Hensen Jones, President of Macelet, Inc, a Colorado corporation, general partner of Telecam Partnership I, Limited, a Colorado limited partnership, the sole general partner of and on behalf of Telecam Partnership II, Limited, a Colorado limited partnership.

Witness my hand and official seal.  
My commission expires: 11/24/93

Julia Carter  
Notary Public

**THIRD SUPPLEMENT TO  
DECLARATION FOR  
LAWSON HILL  
SAN MIGUEL COUNTY, COLORADO**

This Third Supplement to the Declaration for Lawson Hill dated April 16, 1992, recorded in the Office of the Clerk and Recorder of San Miguel County, Colorado, on April 16, 1992 in Book 490 at page 925 et seq., as heretofore amended and supplemented (the 'Declaration'), is made this 12th day of March 1993, by Telecam Partnership II Limited, a Colorado limited partnership with an office at 141 Society Drive, Telluride, Colorado. All terms used herein, unless otherwise defined herein, shall have the meanings attributed to them in the Declaration.

WHEREAS, the Declarant has reserved the right to add additional real property to the Property by filing supplements to the Declaration and now desires to so add additional real property to the Property;

THEREFORE, there is hereby added to the Property real property located in San Miguel County, Colorado, described as:

Lawson Hill, Phase 3, according to the Plat recorded on March 11, 1993 in Plat Book 1 at page 1457 et seq.;

which shall be subject to all the terms, conditions and restrictions set forth in the Declaration, as the same may be from time to time amended or supplemented, as if it was originally included in the Property.

IN WITNESS WHEREOF Declarant has executed this Third Supplement to the Declaration the day and year first above written.

Telecam Partnership II, Limited

By: William W. Carter

Vice President of Macelet, Inc.  
General Partner of Telecam Partnership I Limited, General Partner

PAID: \$10.00

295198 10/18/1994 11:48A B: 536 P: 655  
Gay Cappis, County Clerk, San Miguel County, CO

295198

FOURTH SUPPLEMENT TO  
DECLARATION FOR  
LAWSON HILL  
SAN MIGUEL COUNTY, COLORADO

This Fourth Supplement to the Declaration for Lawson Hill dated June 16, 1992, recorded in the Office of the Clerk and Recorder of San Miguel County, Colorado, on April 16, 1992 in Book 490 at page 925 et seq, as heretofore amended and supplemented (the "Declaration"), is made this 18th day of October, 1994, by Telecam Partnership II, Limited, a Colorado limited partnership with an office at 11500 Highway 145, Telluride, Colorado. All terms used herein, unless otherwise defined herein, shall have the meanings attributed to them in the Declaration.

WHEREAS, the Declarant has reserved the right to add additional real property to the Property by filing supplements to the Declaration and now desires to so add additional real property to the Property;

THEREFORE, there is hereby added to the Property real property located in San Miguel County, Colorado, described as:

Lawson Hill, Phase 4, according to the Plat recorded on September 27, 1994 in Plat Book 1 at page 1750 et seq;

which shall be subject to all the terms, conditions and restrictions set forth in the Declaration, as the same may be from time to time amended or supplemented, as if it was originally included in the Property.

IN WITNESS WHEREOF Declarant has executed this Third Supplement to the Declaration the day and year first above written.

Telecam Partnership II, Limited

By: 

Vice President of Macelet,  
Inc., General Partner of  
Telecam Partnership I Limited,  
General Partner

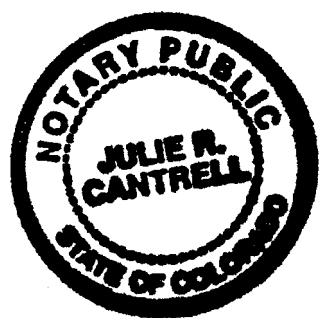
STATE OF COLORADO        )  
                                  ) ss.  
COUNTY OF SAN MIGUEL )

The foregoing instrument was acknowledged before me this day of October, 1994, by David Hoffman, Vice President of Macelet, Inc, a Colorado corporation, general partner of Telecam Partnership I, Limited, a Colorado limited partnership, the sole general partner of and on behalf of Telecam Partnership II, Limited, a Colorado limited partnership.

Witness my hand and official seal.

My commission expires:            11/24/97

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



FIFTH SUPPLEMENT TO  
DECLARATION FOR  
LAWSON HILL  
SAN MIGUEL COUNTY, COLORADO

This Fifth Supplement to the Declaration for Lawson Hill dated June 16, 1992, recorded in the office of the Clerk and Recorder of San Miguel County, Colorado, on April 16, 1992 in Book 490 at page 925 et seq, as heretofore amended and supplemented (the "Declaration"), is made this 28th day of July, 1997, by Telecam Partnership II, Limited, a Colorado limited partnership with an office at 160K Society Drive, Telluride, Colorado. All terms used herein, unless otherwise defined herein, shall have the meanings attributed to them in the Declaration.

WHEREAS, the Declarant has reserved the right to add additional real property to the Property by filing supplements to the Declaration and now desires to so add additional real property to the Property;

THEREFORE, there is hereby added to the Property real property located in San Miguel County, Colorado, described as:

Lawson Hill, Phase 6, according to the Plat recorded on October 12, 1993 in Plat Book 1 at page 1575 et seq;

Lawson Hill, Phase 7, according to the Plat recorded on August 23, 1993 in Plat Book 1 at page 1548 et seq;

Lawson Hill, Phase 8, according to the Plat recorded on August 23, 1993 in Plat Book 1 at page 1550 et seq;

Lawson Hill, Phase 12, according to the Plat recorded on April 25, 1996 in Plat Book 1 at page 2039 et seq;

which shall be subject to all the terms, conditions and restrictions set forth in the Declaration, as the same may be from time to time amended or supplemented, as if it was originally included in the Property.

This Correction Fifth Supplement is filed to correct Fifth Supplement to the Declaration for Lawson Hill recorded in the Office of the Clerk and Recorder of San Miguel County, Colorado, on August 12, 1996 in Book 565 at page 1002, by eliminating reference to:

Lawson Hill, Phase 9, according to the Plat recorded on July 14, 1995 in Plat Book 1 at page 1891 et se ; and

Lawson Hill, Phase 10, according to the Plat recorded on December 19, 1995 in Plat Book 1 at page 1960 et seq



which were included therein in error, it never being the intention of the Declarant to subject such real estate to the provisions of the Declaration.

IN WITNESS WHEREOF Declarant has executed this Correction Fifth Supplement to the Declaration on  
1997.

Telecam Partnership II, Limited

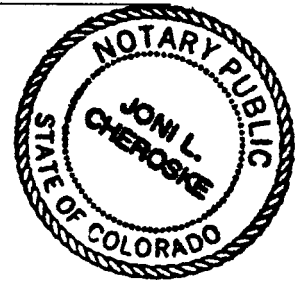
By: William W. Carter  
VICE President of Macelet,  
Inc., General Partner of  
Telecam Partnership I Limited,  
General Partner

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

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of August, 1997, by William Cantlin, Vice President of Macelet, Inc, a Colorado corporation, general partner of Telecam Partnership I, Limited, a Colorado limited partnership, the sole general partner of and on behalf of Telecam Partnership II, Limited, a Colorado limited partnership.

Witness my hand and official seal  
My commission expires: may 6, 2003

Joni L. Cheroske  
Notary Public



FIRST AMENDMENT  
TO DECLARATION FOR LAWSON HILL  
SAN MIGUEL COUNTY, COLORADO

1. Introduction:

1.1. Telecam Partnership II, Limited, a Colorado limited partnership (the "Declarant"), pursuant to rights reserved to it, hereby amends the Declaration for Lawson Hill, San Miguel County, Colorado, dated April 16, 1992, recorded in the Office of the Clerk and Recorder of San Miguel County, Colorado, on April 16, 1992, in Book 490 at pages 925 et seq (the "Declaration").

1.2. All terms used herein, unless otherwise defined shall have the meanings attributed to them in the Declaration.

2. Amendments:

2.1. Section 3.2 of the Declaration is hereby amended in its entirety as follows:

"3.2 Executive Board Limitations: The Executive Board may not act on behalf of the Association to amend this Declaration, to terminate the Common Interest Community or to elect members of the Executive Board or determine the qualifications, powers and duties or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term.

"All members of the Executive Board, and the Executive Board itself, shall at all times act strictly as fiduciaries for the Members and the Association."

2.2. Section 3.11 of the Declaration is hereby amended to read in its entirety as follows:

"3.11 Contract for Functions: The Association may contract with any public or private entity, person or Manager to provide the functions described in this Declaration. The Association may, and, upon the affirmative vote of the Members, shall, utilize professional management in performing its duties hereunder. Any agreement for professional management of the Association's business shall have a maximum term of three (3) years and shall provide for termination by either party thereto, with or without cause and without payment of a termination fee, upon thirty (30) days prior written notice. No such agreement shall be entered into nor terminated without a confirming vote of the Members; upon

the affirmative vote of the Members to do so, any such agreement shall be terminated."

2.3. Section 3 of the Declaration is hereby amended by the addition at the end thereof of a new section 3.21, as follows:

"3.21. Restriction: Anything herein contained to the contrary notwithstanding, the Association shall never expend any funds of the Association to satisfy any obligation of the Declarant to make any capital expenditure whatsoever other than capital expenditures with respect to a community center within Lawson Hill."

2.4. Section 5.4 of the Declaration is hereby amended to read in its entirety as follows:

"5.4. Amount of Periodic Assessments: The amount and periodic frequency of total Periodic Assessments against all Units shall be based upon advance budget estimates of the cash requirements as determined from time to time by the Board of Directors of the Association to provide for the payment of expenses of the Association which shall include but are not limited to the performance of functions; construction, operating, maintenance and repair of Facilities; routine maintenance, repair and operation of the common elements; to create reasonable contingency reserves for periodic maintenance and repair; to eliminate any deficit from a prior year; to provide the furnishing of commonly provided utilities and other services to the Units; management; insurance premiums; landscaping and care of grounds; electricity; lighting; heating; water; snow and ice removal; trash and garbage collections; routine repairs, replacements and maintenance under or by reason of this Declaration. If the Board of Directors shall not determine, levy and assess the Periodic Assessment for a particular assessment period in accordance with this paragraph, then it will be presumed that the Periodic Assessment per Unit for that particular assessment period will be the same as the Periodic Assessment per Unit for the assessment period immediately preceding that particular assessment period. The Board of Directors shall determine, apportion, levy and assess the Association's Periodic Assessments without the vote of the Members of the Association; provided however that before determining any Periodic Assessment the budget underlying the same shall have been submitted to the Members and the Members shall have had a reasonable time within which to review and comment on the same.

"In preparing such advance budget estimates for the purpose of determining Periodic Assessments, the Board of Directors shall specifically estimate the amount of ex-

penses allocable to each of the line items set forth on Exhibit Budget attached hereto."

2.5. Section 5.7 of the Declaration is hereby amended to read in its entirety as follows:

"5.7. Special Assessments: In addition to the Periodic Assessments authorized by this Declaration, the Association may levy special assessments, payable over such periods as the Board of Directors of the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or re-construction, unexpected repair or replacement of the Project or any part thereof, or for any other expense incurred or to be incurred as provided in this Declaration. Any amounts assessed pursuant hereto against all Owners shall be assessed on an equal basis to all Owners in accordance with such formulations applied to reasonably established categories of Owners as may be determined by the Board of Directors. Any amounts assessed pursuant hereto against less than all of the Owners shall be assessed in the same manner as set forth in paragraph 5.5. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners, and payment shall be due 30 days after such notice shall have been given. A special assessment shall bear interest at the rate of 18% per annum from the date it becomes due and payable if not paid within 30 days after such due date. The Board of Directors shall determine, apportion, levy and assess the Association's Special Assessments subject the ratification of majority vote of all of the members of the Association."

2.6. Section 5.9 of the Declaration is hereby amended by the addition thereto at the end thereof of a new section 5.9.12 as follows:

"5.9.12. Credit. Anything herein contained to the contrary notwithstanding, there shall be allowed as a credit against the Real Estate Transfer Assessment otherwise imposed hereunder on a Transfer the amount of any real estate transfer tax or assessment imposed on such Transfer by any municipality."

2.7. Section 5.10.1 of the Declaration is hereby amended to read in its entirety as follows:

"5.10.1 There is hereby imposed an assessment (the "Retail Sales Assessment") on all sales of tangible personal property made, consummated, conducted, transacted or occurring, services rendered and short-term accommodations rental of, any Unit or portion thereof, by any Owner, Lessee or other Person within the geographical boundaries of Lawson Hill (all of which are referred to herein as "Local Sales") which are subject to the Colorado Emergency Retail

Sales Tax Act of 1935 (Colorado Revised Statutes, 1973, Title 39, Article 26), as amended (the "Colorado Sales Tax"). Only those Local Sales which are subject to the Colorado Sales Tax shall be subject to the Retail Sales Assessment. Each Owner's Retail Sales Assessment shall be determined by multiplying (A) the Colorado Sales Tax which an Owner, Lessee or other Person is required to collect and remit or pay to the State of Colorado in accordance with said Act in regard to Local Sales made, consummated, conducted, transacted or occurring at a Unit ("Unit Local Sales"), times (B) the Retail Sales Assessment Rate. Not included within the definition of Unit Local Sales shall be those sales which are finally made and consummated by delivery of the subject matter of a sale to a location outside of Lawson Hill. Each such Owner's Retail Sales Assessment shall be due and payable without notice to the Association each time and at such time as an Owner, Lessee or other Person is required to remit or pay Colorado Sales Tax to the State of Colorado with respect to Unit Local Sales. Each such Owner, Lessee or other Person shall also deliver to the Association with- out notice true and complete copies of all written reports, returns, statements records and declarations, including any supplements or amendments thereto (all of which are referred to herein as "Reports") made or provided to the State of Colorado by such Owner, Lessee or other Person in connection with any Unit Local Sales under the provisions of said Act at such time as such Reports are required to be made to the State of Colorado. If any subsequent adjustments, additions or modifications are made to any Colorado Sales Tax remitted or paid or Report made by such Owner, Lessee or other Person to the State of Colorado, such Owner, Lessee or other Person shall within 30 days thereafter so notify the Association and provide it with true and complete copies of all Reports or other written material issued or received by such Owner, Lessee or other Person in regard thereto. If any adjustment increases the amount of Colorado Sales Tax any Owner, Lessee or other Person is required to remit or pay with respect to Unit Local Sales or results in a refund of such tax, such Owner, Lessee or other Person shall accordingly pay an appropriate additional Retail Sales Assessment or receive an appropriate refund from the Association of any excess Retail Sales Assessments previously paid. Any portion of any Retail Sales Assessment not paid by or on behalf of any Owner when due and payable shall become a lien on and against all of the real property owned or leased by such Owner in Lawson Hill. The Board of Directors in cases of extreme hardship may release any such lien if it receives other security for the payment of the delinquent Retail Sales Assessments which it deems sufficient to protect the interest of the Association."

2.8. Section 5.10 of the Declaration is hereby amended by the addition thereto at the end thereof of a new section 5.10.6 as follows:

"5.10.6. Credit. Anything herein contained to the contrary notwithstanding, there shall be allowed as a credit against the Retail Sales Assessment otherwise imposed hereunder on a Local Sale the amount of any retail sales tax or assessment imposed on such Local Sale by any municipality.

2.9. Section 5.12 of the Declaration is hereby amended by the addition thereto at the end thereof of a new section 5.12(j) as follows:

"(j) Anything herein contained to the contrary notwithstanding, the Retail Sales Assessment shall constitute a lien on and against all real property owned by an Owner only if such Owner is the person or entity making the Unit Local Sale, and the Association shall enforce collection of Retail Sales Assessments only against the person and entity making the Unit Local Sale giving rise to such assessment and, unless the Unit Owner is that person or entity, not against the Unit Owner."

2.10. Section 8 of the Declaration is hereby amended by the addition thereto at the end thereof of a new section 8.18, as follows:

"8.18. Tort and Contract Liability:

"8.18.1. Neither the Association nor any Unit Owner except Declarant shall be liable for any cause of action based upon Declarant's acts or omissions in connection with any part of Lawson Hill which Declarant has the responsibility to maintain.

"8.18.2. If the Association shall be a party to any action based upon an alleged act or omission of the Association and (i) such act or omission occurred during any period of Declarant control of the Association and (ii) Declarant is afforded reasonable notice and an opportunity to defend such action, Declarant shall be liable to the Association and any Unit Owner for all tort losses not covered by insurance suffered by the Association or such Unit Owner and for all costs, including expenses of litigation and reasonable attorney fees, that the Association would not have incurred but for such act or omission. Any statute of limitations affecting the Association's right of action under this section shall be tolled until Declarant's control of the Association terminates.

"8.18.3. The Declarant shall be liable to the Association for all funds of the Association collected during the

period of Declarant control of the Association which were not properly expended."

2.11. Section 9.14 of the Declaration is hereby amended to read in its entirety as follows:

"9.14. Landscape Restriction: No tree of three inches or greater in diameter (measured at a point 54 inches above grade) or twenty-five feet or greater in height may be removed from any Property without the prior written approval of the Review Board. Vegetation on all Property must be maintained to minimize erosion and encourage growth of ground cover and all tree and shrub planting must be consistent with the landscaping plan approved by the Review Board. No construction may occur on a Unit unless a landscaping plan, approved by the Review Board, has been approved for the Unit in conjunction with the proposed construction."

2.12. Section 9.15 of the Declaration is hereby amended to read in its entirety as follows:

"9.15. Limitations on Irrigation. No Unit on which there is located a Dwelling Unit, unless otherwise designated on the plat creating the same, may utilize water for irrigation in an amount greater than the amount required to irrigate a garden less than or equal to 150 square feet per Dwelling Unit."

2.13. Section 9 of the Declaration is hereby amended by the addition thereto at the end thereof of new sections 9.33 and 9.34, as follows:

"9.33. Unit Owners of Units zoned Public or Industrial shall not be held to the same standards as Unit Owners of Units zoned Residential. The Executive Board shall recognize the need for industrial yards and uses consistent therewith in regulations adopted in connection with, and in the interpretation of, this section 9, and, without limiting the generality of such direction, particularly in regulations adopted in connection with, and in the interpretation of, - sections 9.4, 9.5 and 9.7.

"9.34. Fire Protection: The Final Fire Protection Plan for the Lawson Hill Development requires that residential buildings that are closer than a specified distance have an exterior wall finish that meets a specific flame spread rating. If the Telluride Fire Protection District (the "District") accepts a fire retardant that is not U. L. listed and labeled, the treated exterior wall finish shall be tested annually according to criteria and specifications acceptable to the District.

"In the event the treated wall fails the test as per the manufacturer's specifications and/or the Association's



or the Declarant's test criteria, the Association shall order the Unit Owner to apply a specified fire retardant to the structure. In the event the Unit Owner refuses the Association order, the District may order the Association to apply the fire retardant. The Association shall follow the order of the District and shall bill the Unit Owner for the cost of the treatment, including supervision and overhead. The amount due the Association shall be collected in the same manner assessments owing to the Association."

2.14. Section 10.2(a) of the Declaration is hereby amended to read in its entirety as follows:

"(a) Preventing excessive or unsightly grading, indiscriminate earthmoving or clearing of Property, removal of trees and vegetation which would cause disruption of natural watercourses or scar natural land forms."

2.15. The first grammatical sentence of section 10.3.(a) of the Declaration is hereby amended to read in its entirety as follows:

"The Design Review Board is hereby established and shall consist of five or more regular members, as shall be determined by the Executive Board, and two alternate members."

2.16. Section 10.6(f) of the Declaration is hereby amended to read in its entirety as follows:

"(f) Floors that are insulated to a minimum of R 14 and foundations that are insulated to a minimum of R 17 (floors and foundations may be considered together). Provided however that concrete floors of Dwelling Units need not be insulated. and the Design Review Board may grant variances for buildings in Commercial, Industrial and Public zoned areas upon approval of an energy management system

2.17. Section 10.6 of the Declaration is hereby amended by the addition thereto at the end thereof of a new section 10.6(g) as follows:

"(g) The Design Review Board may grant variances from any of the above requirements for a building in a Commercial, Industrial and Public zoned area upon approval of an energy management system for such building. An approved energy management system shall be required for all buildings in Commercial, Industrial and Public zoned areas."

2.18. Conclusion: The Declaration, as hereby amended, shall remain in full force and effect in accordance with its terms.

Declarant has executed this First Amendment to the Declaration on August 21, 1992.

Telecam Partnership II, Limited

By: William W. Cantlin

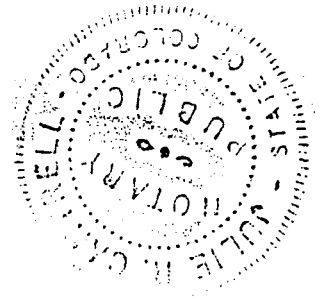
Vice President of Macelet, Inc.,  
General Partner of Telecam  
Partnership I Limited, Gen-  
eral Partner.

The foregoing instrument was acknowledged before on August 21, 1992, by William W. Cantlin, President of Macelet, Inc, a Colorado corporation, general partner of Telecam Partnership I, Limited, a Colorado limited partnership, the sole general partner of and on behalf of Telecam Partnership II, Limited, a Colorado limited partnership.

Witness my hand and official seal.

My commission expires 11/24/93

Julie K. Cantrell  
Notary Public



SECOND AMENDMENT TO  
DECLARATION FOR LAWSON HILL  
SAN MIGUEL COUNTY, COLORADO

1. Introduction:

1.1. Telecam Partnership II, Limited, a Colorado limited partnership (the "Declarant"), pursuant to rights reserved to it, hereby further amends the Declaration for Lawson Hill, San Miguel County, Colorado, dated April 16, 1992, recorded in the Office of the Clerk and Recorder of San Miguel County, Colorado, on April 16, 1992, in Book 490 at pages 925 et seq which was amended by First Amendment dated August 21, 1992, recorded in the Office of the Clerk and Recorder of San Miguel County, Colorado, on August 21, 1992, in Book 496 at pages 918 et sect (the "Declaration").

1.2. All terms used herein, unless otherwise defined herein, shall have the meanings attributed to them in the Declaration.

2. Amendments:

2.1. Section 5 of the by the Declaration is hereby amended by the addition thereto following section 5.10 of a new section 5.10A as follows:

"5.10A. Business License and Building License Assessments. For so long as the Town of Telluride imposes a so called "Business License Tax" or a "Building License Fee" on businesses located within the Town of Telluride, there shall be imposed assessments (the "Business License Assessment" and the "Building License Assessment") on the privilege of doing business on, at, or from, any Unit, or portion thereof, by any Owner, Lessee or other Person, within the geographical boundaries of Lawson Hill. The Business License Assessment and the Building License Assessment shall be paid by the Persons conducting such businesses at the same time and in the same amount as provided by the ordinances, rules and regulations from time to time applicable to the Town of Telluride *Business License Tax and Building License Fee*, presently Telluride Municipal Code 5.04."

2.2. Section 10.10 of the Declaration is hereby amended to read in its entirety as follows:

"10.10 Restriction on Building Permit: No Owner or their agent or assign shall apply for an excavation permit, building permit or similar permit from San Miguel County unless (i) he has received a "Final Plan Approval", as defined in the Design Regulations, from the Review Board and

(ii) he has paid all Town of Telluride water and/or sewer tap fees, if any, applicable to the proposed improvement and presents evidence of such Final Plan Approval and payment of tap fees to the County Building Inspector."

2.3. The first grammatical sentence of section 10.3.(a) of the Declaration is hereby amended to read in its entirety as follows:

"The Design Review Board is hereby established and shall consist of five or more regular members, as shall be determined by the Executive Board, and four alternate members."

2.4. Conclusion: The Declaration, as heretofore and hereby amended, shall remain in full force and effect in accordance with its terms.

Declarant has executed this Second Amendment to the Declaration on August 29, 1993.

Telecam Partnership II, Limited

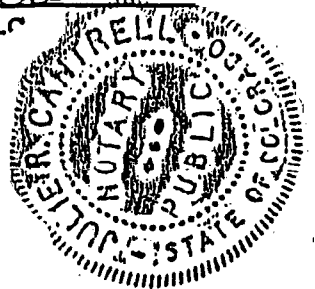
By: William W. Cantlin  
Vice President of Macelet, Inc.,  
General Partner of Telecam  
Partnership I Limited, Gen-  
eral Partner.

STATE OF COLORADO )  
 )ss  
COUNTY OF SAN MIGUEL )

The foregoing instrument was acknowledged before on August 29, 1993, by, William W. Cantlin, Vice President of Macelet, Inc, a Colorado corporation, general partner of Telecam Partnership I, Limited, a Colorado limited partnership, the sole general partner of and on behalf of Telecam Partnership II, Limited, a Colorado limited partnership.

Witness my hand and official seal.  
My commission expires: 11/24/93

Julie Cantrell  
Notary Public



THIRD AMENDMENT TO  
DECLARATION FOR LAWSON HILL  
SAN MIGUEL COUNTY, COLORADO

1. Introduction:

1.1. Telecam Partnership II, Limited, a Colorado limited partnership (the "Declarant"), pursuant to rights reserved to it, hereby further amends the Declaration for Lawson Hill, San Miguel County, Colorado, dated April 16, 1992, recorded in the office of the Clerk and Recorder of San Miguel County, Colorado, on April 16, 1992, in Book 490 at pages 925 et seq which was amended by First Amendment dated August 21, 1992, recorded in the Office of the Clerk and Recorder of San Miguel County, Colorado, on August 21, 1992, in Book 496 at pages 918 et seq. and by Second Amendment dated August 29, 1993, recorded in the office of the Clerk and Recorder of San Miguel County, Colorado, on November 8, 1993, in Book 520 at pages 86 et seq (the "Declaration").

1.2. All terms used herein, unless otherwise defined herein, shall have the meanings attributed to them in the Declaration.

2. Amendments:

2.1. Section 9 of the Declaration is hereby amended by the addition thereto at the end thereof of new sections 9.35 and 9.36, as follows:

"9.35. No Residential Unit, nor any part thereof, shall be rented or leased for a rental term of less than two hundred seventy (270) days."

"9.36. No Residential Unit shall be occupied by other than -

(i) two or more persons related by blood or marriage, or between whom there is a legally recognized relationship; or

(ii) not more than three (3) unrelated persons."

2.2. Conclusion: The Declaration, as heretofore and hereby amended, shall remain in full force and effect in accordance with its terms.

Declarant has executed this Third Amendment to the Declaration on July 3, 1997.



**CORRECTION THIRD SUPPLEMENT TO DECLARATION FOR  
LAWSON HILL, SAN MIGUEL COUNTY, COLORADO**

This Correction Third Supplement to the Declaration for Lawson Hill dated April 16,1992, recorded in the Office of the Clerk and Recorder of San Miguel County, Colorado, on April 16, 1992 in Book 490 at page 925 *et. seq.*, as heretofore amended and supplemented (the "Declaration") is made this - day of March, 1999, by Telecam Partnerhsip II, Limited, a Colorado limited partnership with an office at 160K Society Drive, Telluride, Colorado. All terms used herein, unless otherwise defined herein, shall have the meanings attributed to them in the Declaration.

WHEREAS, the Declarant has reserved the right to add additional real property to the Prop-erty by filing supplements to the Declaration; and

WHEREAS, certain real property was mistakenly added to the Property in the Third Supple-ment to Declaration for Lawson Hill, which Third Supplement was recorded in the Office of the Clerk and Recorder of San Miguel County, Colorado, on August 14, 1996 in Book 566 at page 34.

NOW, THEREFORE, This Correction Third Supplement is filed to correct the Third Sup-plement to the Declaration for Lawson Hill recorded in the Office of the Clerk and Recorder of San Miguel County, Colorado, on August 14, 1996 in Book 566 at page 34, by eliminating reference to the following real property:

Lawson KA Phase 3, according to the Plat recorded on March 11, 1993 in Plat Book 1 at page 1457 *et. seq.*;

Said real property included therein in error, it never being the intention of the Declarant to subject such real estate to the provisions of the Declaration.

IN WITNESS WHEREOF Declarant has executed this Correction Third Supplement to the Declaration on March \_\_, 1999.

Telecam Partnership II, Limited

By: \_\_\_\_\_  
William W. Cantlin,  
Vice President of Macelet, Inc.,  
General Partner of Telecam  
Partnership I Limited, General Partner

STATE OF COLORADO                    }  
  }ss  
COUNTY OF SAN MIGUEL            }

The foregoing instrument was acknowledged before me this \_- day of March, 1999, by Wil-liam W. Cantlin, Vice President of Macelet, Inc., a Colorado corporation, general partner of Telecam Partnership T, Limited, a Colorado limited partnership, the sole general partner of and on behalf of Telecam Partnership II, Limited, a Colorado limited partnership.

Witness by hand and official seal.  
My commission expires:

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Notary Public

After recording, please return to:

Law Office of Diane S. Wolfson  
P.O. Box 2786  
Telluride, CO 81435

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**FOURTH AMENDMENT TO DECLARATION FOR LAWSON HILL  
SAN MIGUEL COUNTY, COLORADO**

This Fourth Amendment to the Declaration for Lawson Hill, San Miguel County, Colorado, is made by Telecam Partnership, II, Limited, a Colorado limited partnership, as the Declarant for Lawson Hill ("**Declarant**"), pursuant to Section 12.13 of the Declaration for Lawson Hill, San Miguel County, Colorado recorded on April, 16, 1992, in the Office of the Clerk and Recorder for San Miguel County, Colorado in Book 490 at Page 925 et. seq, Reception No. 276371, which was amended by a First Amendment dated August 21, 1992, recorded on August 21, 1992, in Book 496 at Page 918 et. seq., and amended by a Second Amendment dated August 29, 1993, recorded on November 8, 1993, in Book 520 at Page 86 et. seq, and amended by Third Amendment dated July 3, 1997, recorded on July 3, 1997, in Book 583 at Page 601-602 (collectively, "**Declaration**"), which section provides that the Declarant may modify the Declaration "acting alone whether before or after the conveyance of by Declarant of a Unit to a transferee."

NOW THEREFORE, the Declarant hereby modifies the Declaration as follows.

**MODIFICATION OF SECTION 3.2.** Section 3.2 of the Declaration is hereby amended in its entirety to read as follows:

Except as expressly provided in the Declaration, the Executive Board may not act on behalf of the Association to amend this Declaration, to terminate the Common Interest Community or to elect members of the Executive Board or determine the Qualifications, powers and duties or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term.

**MODIFICATION OF SECTION 8.7.** Section 8.7 of the Declaration is hereby amended in its entirety to read as follows:

Development Rights and other Special Declarant Rights: The Declarant reserves the following Development Rights and Declarant Rights:

- (a) The right, by supplement or amendment, to create Units, Common Elements and Limited Common Elements on property designated "Development Rights Reserved in this Area," "FD," "Future Development," or "Not Final Plat-  
ted," on the Plat, any Preliminary Plat or any Final Plat.
- (b) The right, by supplement or amendment to relocate boundaries between adjoining Units, between adjoining Units and Common Elements, and between Common Elements.



- (c) The right, by supplement or amendment, to enlarge or reduce Units, and to enlarge or reduce Common Elements.
- (d) The right to convert Common Elements into Units, specifically including the right of the Declarant to construct additional Improvements thereon.
- (e) The right, by supplement or amendment, to subdivide Units.
- (f) The right, by supplement or amendment, to add additional real estate to the Property and to create Units thereon.
- (g) The right to construct utility lines, pipes, wires, ducts, conduits, and other facilities across the Common Elements and across any property owned by Declarant or by the Association, for the purpose of furnishing utility and other services to buildings and Improvements to be constructed on the Property and on property on which Development Rights and Special Development Rights have been reserved. The Declarant also reserves the right to withdraw and grant easements to public utility companies and to convey Improvements within those easements anywhere in the Common Interest Community not occupied by buildings, for the purposes mentioned above.
- (h) The right to establish or obtain, from time to time, by dedication, grant or otherwise, utility and other easements or encroachment permits for purposes including but not limited to streets, paths, walkways, skyways, drainage, recreation areas, parking areas, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions and exclusions for the benefit of and to serve the community.
- (i) Any other right reserved or existing under the provisions of this Declaration or the Act.
- (j) The right to amend the Documents in connection with the exercise of any Development Right or Special Declarant Right, or any other right reserved to Declarant hereunder.
- (k) The right to amend the Community Map in connection with the exercise of any Development Right or Special Declarant Rights, or any other right reserved to Declarant Annex Additional Real Property or Units. The right to add Units, and to subject additional land to the provisions of this Declaration upon the substantial completion of improvements thereon.
- (l) The right to assign in whole or in part, to the Association or to a Unit Owner, or to its successors in title to any portion of the Land, and any of the rights reserved in the Declaration upon execution and delivery of such assignment in writing;
- (m) Any rights created or reserved under this Article for the benefit of Declarant may be transferred in whole or in part to any person by an instrument describing the rights transferred and recorded in every county in which any portion of the community is located. Such instrument shall be executed by Declarant and the transferee. The rights transferred may then be exercised without the con-

sent of the Association, any Owner of a Unit or any holders of First Lien Security Interests.

**MODIFICATION OF SECTION 8.8(a).** Section 8.8(a) of the Declaration is hereby amended in its entirety to read as follows:

The Development Rights may be exercised at any time, but not more than fifty (50) years after the recording of this Declaration;

**MODIFICATION OF SECTION 8.16.** Section 8.16 of the Declaration is hereby amended in its entirety to read as follows:

Limitations on Special Declarant Rights: Unless terminated earlier by an amendment to this Declaration executed by the Declarant, any Special Declarant Right may be exercised by the Declarant until the earlier of the following: (a) such time as Declarant no longer holds a Development Right to create additional Units or Common Elements, Declarant no longer owns any Units, and Declarant no longer owns any Security Interest in any Units; or (b) fifty (50) years have elapsed after recording of this Declaration. Notwithstanding anything to the contrary, the Special Declarant Right set forth in Section 8.10(e) shall expire fifty (50) years after recording of this Declaration.

**MODIFICATION OF SECTION 12.16.** The first grammatical sentence of Section 12.16 of the Declaration is hereby amended in its entirety to read as follows:

Prior to (a) conveyance of the last Unit by Declarant to the first Owner thereof (other than Declarant) or (b) fifty (50) years from the date of this Declaration, whichever shall last occur, any provisions, covenant condition, restriction or equitable servitude contained in this Declaration which FHA, VA, FHLMC, GNMA, FNMA, or any similar entity, public or private authorized, approved or sponsored by any governmental agency to insure, guarantee, make or purchase mortgage loans, required to be amended or repealed may be amended or repealed by the Declarant.

**MODIFICATION OF SECTION 12.17.** Section 12.17 of the Declaration is hereby amended in its entirety to read as follows:

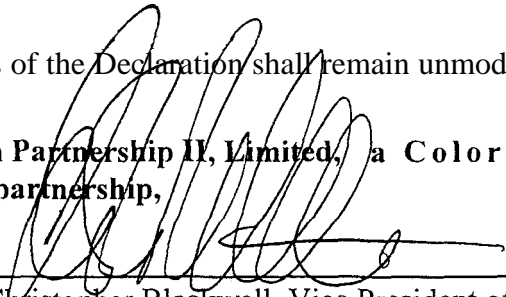
Prior to (a) conveyance of the last Unit by Declarant to the first Owner thereof (other than Declarant) or (b) fifty (50) years from the date of this Declaration, whichever shall last occur, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration to the contrary, any proposed amendment or repeal of any provision of this Declaration shall not be effective unless Declarant has given its written consent to such amendment or repeal, which consent may be evidenced by the execution by Declarant of any certificate of amendment or repeal.

**MODIFICATION OF SECTION 12.18.** The first grammatical sentence of Section 12.18 of the Declaration is hereby amended in its entirety to read as follows:

Declarant hereby reserves and is granted the right and power to amend at any time prior to (a) conveyance of the last Unit by Declarant to the first Owner thereof (other than Declarant), or (b) fifty (50) years from the date of this Declaration, whichever shall last occur, the subdivision plat affecting the Property.

**NO OTHER MODIFICATION.** All other provisions of the Declaration shall remain unmodified and in full force and effect.

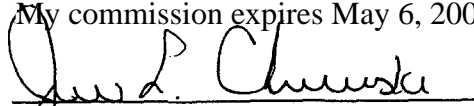
**Telecam Partnership II, Limited, a Colorado limited partnership,**

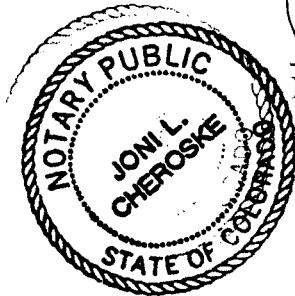
By:   
Christopher Blackwell, Vice President of Macelet, Inc., General Partner of Telecam Partnership I, Limited, General Partner of Telecam Partnership II, Limited

STATE OF COLORADO     )  
  )SS  
COUNTY OF SAN MIGUEL )

The foregoing instrument was acknowledged before me on February 12, 2002, by Christopher Blackwell, Vice President of Macelet, Inc., General Partner of Telecam Partnership I, Limited, General Partner of Telecam Partnership II, Limited, a Colorado General Partnership.

Witness my hand and official seal.

My commission expires May 6, 2004  
  
Notary Public



After recording, please return to:  
Law Office of Diane S. Wolfson  
P.O. Box 2786  
Telluride, CO 81435

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**FIFTH AMENDMENT TO DECLARATION FOR LAWSON HILL  
SAN MIGUEL COUNTY, COLORADO**

This Fifth Amendment to the Declaration for Lawson Hill, San Miguel County, Colorado, is made by Telecam Partnership, 11, Limited, a Colorado limited partnership, as the Declarant for Lawson Hill ("**Declarant**"), pursuant to Section 12.13 of the Declaration for Lawson Hill, San Miguel County, Colorado recorded on April 16, 1992, in the Office of the Clerk and Recorder for San Miguel County, Colorado in Book 490 at Page 925 *et. seq.*, Reception No. 276371, which was amended by a First Amendment dated August 21, 1992, recorded on August 21, 1992, in Book 496 at Page 918 *et. seq.*, and amended by a Second Amendment dated August 29, 1993, recorded on November 8, 1993, in Book 520 at Page 86 *et. seq.*, and amended by Third Amendment dated July 3, 1997, recorded on July 3, 1997, in Book 583 at Page 601-602, and amended by Fourth Amendment recorded February 19, 2002 at Reception No. 347160 (collectively, "Declaration"), which section provides that the Declarant may modify the "**Declaration**" acting alone whether before or after the conveyance of by Declarant of a Unit to a transferee."

NOW THEREFORE, the Declarant hereby modifies the Declaration as follows.

**MODIFICATION OF SECTION 2.11.** Section 2.11 shall be deleted and replaced in its entirety as follows:

Development Rights: Development Rights are the rights reserved by the Declarant under this Declaration to create Units, Common Elements and Limited Common Elements within the Common Interest Community, and include all of those rights reserved to Declarant under Section 8.7 of this Declaration.

**MODIFICATION OF SECTION 2.43.** The following shall be added to the end of Section 2.43:

Special Declarant Rights also includes all of those rights reserved to Declarant under Section 8.7 of this Declaration.

**MODIFICATION OF SECTION 8.7.** The first sentence of Section 8.7 of the Declaration is hereby deleted and replaced in its entirety as follows:

Development Rights and other Special Declarant Rights: The Declarant reserves the following Development Rights and Special Declarant Rights.

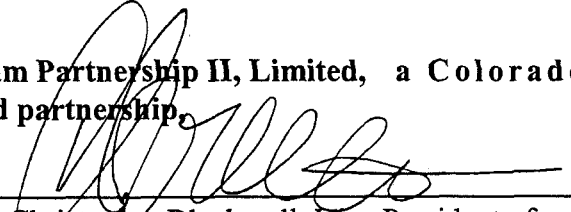
**MODIFICATION OF SECTION 8.16.** Section 8.16 shall be modified as follows:

Limitations on Special Declarant Rights: Unless terminated earlier by an amendment to this Declaration executed by the Declarant, any Special Declarant Right

may be exercised by the Declarant until the earlier of the following: (a) such time as Declarant no longer holds a Development Right to create additional Units or Common Elements, Declarant no longer owns any Units, and Declarant no longer owns any Security Interest in any Units; or (b) fifty (50) years have elapsed after recording of this Declaration. Notwithstanding anything to the contrary, the Special Declarant Right set forth in Section 8.10(e) shall expire fifty (50) ten 10 years after recording of this Declaration.

**NO OTHER MODIFICATION.** All other provisions of the Declaration shall remain unmodified and in full force and effect.

**Telecam Partnership II, Limited, a Colorado limited partnership.**

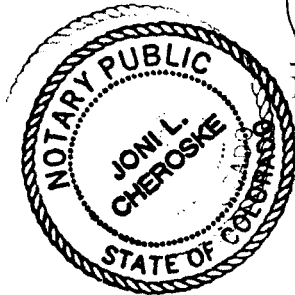
By:   
Christopher Blackwell, Vice President of Macelet, Inc., General Partner of Telecam Partnership I, Limited, General Partner of Telecam Partnership II, Limited

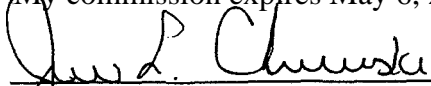
STATE OF COLORADO     )  
  )SS  
COUNTY OF SAN MIGUEL )

The foregoing instrument was acknowledged before me on March 26, 2002, by Christopher Blackwell, Vice President of Macelet, Inc., General Partner of Telecam Partnership I, Limited, General Partner of Telecam Partnership II, Limited, a Colorado General Partnership.

Witness my hand and official seal.

My commission expires May 6, 2004



  
Notary Public