

THIRD AMENDMENT TO PRECISE PLAN
AND SUBDIVISION AGREEMENT
FOR
SMUGGLER MOBILE HOME PARK

This Amendment, entered into this 14th day of December 1992, by and between the City of Aspen, Colorado, a municipal corporation (hereinafter referred to as "the City"), and Smuggler Mobile Home Owners' Association, a Colorado not for profit corporation (hereinafter referred to "the Association").

WHEREAS, the Association has submitted to the City for approval, execution and recordation a Second Amended Plat, a copy of which is incorporated herein by this reference and hereinafter referred to as the "Second Amended Plat" for a tract of land known as the Smuggler Mobile Home Park Subdivision, (hereafter referred to as "the Property"), and

WHEREAS, the Property is zoned as a specially planned area pursuant to requirements of the Aspen Municipal Code, and

WHEREAS, the City has fully considered the proposed amendments of the Plat of this Property;

WHEREAS, the Property is governed by a Precise Plan and Subdivision Agreement ("Precise Plan") recorded in Book 424 at page 780 of the records of Pitkin County, Colorado; and

WHEREAS, the Precise Plan has been previously amended by amendments thereto recorded in Book 439 at Page 213 of the records of Pitkin County ("First Amendment") and in Book 535 at Page 975 ("Second Amendment"); and

WHEREAS, on July 9, 1990 the City of Aspen approved ordinance 40 (Series of 1990) granting further amendment to any Precise Plan and Subdivision Agreement; and

WHEREAS, the requirements of Chapter 24 of the Municipal Code of the City of Aspen require a written amendment to any Precise Plan and Subdivision Agreement; and

WHEREAS, the City and the Association furthermore wishes to amend the Precise Plan to incorporate therein certain architectural restrictions with respect to construction on the Property; and

WHEREAS, the City has agreed to the adoption of the architectural restrictions pursuant to Ordinance 40 of 1990; and

WHEREAS, ON July 15, 1992 the City approved the adjustment of a lot line between real property owned by the Association and Anne Byard Peterson also known as Anne Byard; the agreed to extend the deadlines for the filing of the plat required pursuant to Ordinance 40 of 1990 and the recording of this amendment to the Precise Plan; and

WHEREAS, the City is willing to approve, execute and accept for recordation, the Second Amended Plat upon the agreement of the parties who on matters hereinafter described, subject to the representations made in the application submitted in connection therewith and conditions of all approval and all requirements terms and conditions of all approval and all requirements terms and conditions of the City of Aspen Subdivision SPA regulations now in affect and such other rules and regulations as or may be applicable; and

WHEREAS, the City of Aspen is willing to approve, execute and accept this Third Amendment to the Precise plan and Subdivision Agreement of r Smuggler Mobile Home Park in order to adopt certain architectural controls, rules and regulation.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained, and the approval, execution and acceptance of the Second Amended Plat for recordation by the City it is mutually agreed as follows:

1. Amendment To Paragraph 1 (General Development Plan) of the Second Amendment: There shall be added to Paragraph 1 (General Development Plan) of the Second Amendment the following language:

“It is hereby recognized that mobile homes, modular homes, or site built homes shall be permitted within Smuggler Mobile Home Park pursuant to the dimension requirements set forth in the Third Amendment to the Precise Plan and Subdivision Agreement. Any and all additions to any mobile home or structure in the Smuggler Mobile Home Park shall meet the City of Aspen Building Regulations (Chapter 7 of the Aspen Municipal Code). It is further recognized that the placement of any structure or improvement on any lot within the Smuggler Mobile Home Park will be subject to the review and approval of the Architectural Control Committee of the Smuggler Mobile Home Owners’ Association.

2. Building and Architectural Restrictions. Anything in the Precise Plan Subdivision and Improvement Agreement or any amendment thereto, to the contrary notwithstanding, the following architectural rules, regulations and restrictions shall effect any and all construction and use in the Smuggler Mobile Home Park Subdivision:

A. Basements. Any basement and floor system upon which one relocates a mobile home or modular home must be capable of supporting the relocated mobile or modular home.

B. Height. The height of all residential and service structures within Smuggler Mobile Home Park shall be limited to fifteen (15) feet as measured from the mid-point of the lots average slope.

C. Minimum Lot Size. The minimum lot size of any lot within the Smuggler Mobile Home Park shall be twenty-four hundred (2400) square feet.

D. Front Yard Set Back. The minimum front yard set back shall be zero (0) feet for every Lot in the Smuggler Mobile Home Park and there shall be an average eight (8) foot limited

common element from the edge of the roadside curb to the front property line of any Lot in Smuggler mobile Home Park. This common element is intended to be used for off street parking by the owner of the adjacent Lot.

E. Rear Yard Set Back. There shall be minimum of five (5) feet for any lot in the Smuggler Mobile Home Park.

F. Side Yard Set Back. There shall be a minimum of ten (10) feet on one side and a minimum of zero (0) feet on the other side of any structure on any lot within the Smuggler Mobile Home Park.

G. Maximum Floor Area. The maximum allowable floor area in any dwelling unit within Smuggler Mobile Home Park shall be two thousand(2,000) square feet. This two thousand (2,000) square foot limitation shall not include five hundred (500) square feet which may be utilized for the construction of either a garage or a shed. For the purposes of calculation of floor area, each square foot of above grade space will equal one square foot of floor area; each square foot of below grade space will equal one-half (1/2) square foot of floor area for the purposes of floor area calculation.

H. Parking. Parking requirements shall remain as defined and set forth in the rules and regulations of the Architectural Control Committee of the Smuggler Mobile Home Owners' follows:

There shall be a minimum of two (2) off street parking spaces for each lot on the area between the service of the road and the lot line of any lot. For any structure or dwelling unit over fifteen (1500) square feet in living area, as calculated hereunder, three (3) parking spaces shall be required for any structure or dwelling unit in excess of tow thousand (2000) square feet, four (4) parking spaces shall be required and any mobile home in excess of twenty-five hundred (2500) square feet, five (5) parking spaces shall be required. When garage space is utilized for parking, that space shall not be included in the calculation of living area for computed required parking spaces.

I. Accessory Buildings. No accessory buildings or ingress or egress therefrom shall be built within any of the set backs as set forth herein.

3. Affirmation of Other Terms. Except as modified hereby, the terms of the Precise Plan and Subdivision Agreement and the First and Second Amendment thereto are hereby confirmed by all of the parties hereto in all respects.

4. Miscellaneous.

A. The provisions hereof shall be binding upon and inure to the benefit of the Association, the City and their respective successors and assigns.

B. This Agreement shall be subject to and construed in accordance with the laws of the State

of Colorado.

C. If any provisions of this Agreement or any paragraph, sentence, clause, phrase, word or section, or application thereof in any circumstances invalidate, such invalidity shall not affect the validity of the remainder of this Agreement. The application of any such provision, paragraph, sentence, clause, phrase, word of section, any other circumstances, shall not be affected thereby.

D. This Amendment to the Precise Plan and Subdivision Agreement may be altered or amended from time to time only by written instruments executed by all the parties hereto.

E. Notices to be given to the parties to this Agreement shall be considered to be given when delivered or deposited in the United States mail to the parties by registered or certified mail, at the addresses indicated below or such other addresses as may be substituted upon written notice of the parties or their successors or assigns:

City of Aspen
City Manager
130 South Galena Street
Aspen, CO 81611

Smuggler Mobile Home Owners' Association
301 Oak Lane
Aspen, CO 81611

F. The terms, provisions, conditions and obligations contained herein shall be deemed to be covenants and burden the real property more particularly shown on the Second Amended Plat, any and all owners thereof, their successors, grantees or assigns, and further shall inure to the benefit of and be specifically by or against the parties hereto, their successors, grantors or assigns.

G. In the event the City determines that the Association is not in substantial compliance with the terms of this Amendment, the City may serve a Notice of Non-Compliance and request that the deficiency be corrected within a period of forty-five (45) days. In the event the Association believes that it is in compliance or that the non-compliance is insubstantial, the Association may request a hearing before the City Council to determine whether the alleged non-compliance exists or whether any amendment, variance or extension of time to comply should be granted. On request, the city shall conduct a hearing according to standard procedures and take such action as it then deems appropriate. The City shall be entitled to all remedies at equity and at law to enjoin, correct and/or receive damages for any non-compliance with this Agreement.

H. In the event that any of the provisions of this Agreement or any paragraph, sentence, clause, phrase, word or section or the application thereof in any circumstances is invalidated, such invalidity shall not affect the validity of the remainder of this Agreement, and the application of any such provision, paragraph, sentence, clause, phrase, word or section in any

other circumstance shall not be affected thereby.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year set forth above.

City of Aspen:	Smuggler Home Owners' Association
John Bennet, Mayor	Beverly Campbell, President
Kathryn Koch, City Clerk	Patricia J. Simpson, Secretary

signatures on file at Pitkin County Clerk and Recorder, Book 699, Page 986

AMENDMENT TO PRECISE PLAN AND
SUBDIVISION AGREEMENT FOR
SMUGGLER MOBILE HOME PARK SUBDIVISION

documents on file at Pitkin County Clerk & Recorder Book 535 Page 975

This Amendment, entered into this 4 day of May, 19787, by and between THE CITY OF ASPEN, COLORADO, a Municipal Corporation (hereinafter referred to as the "City"), and SMUGGLER MOBILE HOME OWNERS' ASSOCIATION, a Colorado Cooperative (hereinafter referred to as the "Association"), PITKIN LIMITED, a Colorado Corporation, and ASPEN MOUNTAIN PARK, a Colorado General Partnership (hereinafter referred to as "Owner").

RECITALS

WHEREAS the Association has submitted to the City for approval, execution and recordation an Amended Plat, a cop of which is attached hereto as Exhibit A and incorporated herein by this reference and hereinafter referred to as the "Amended Plat," for a tract of land situated within the City of Aspen legally described as Parcel A, Smuggler Mobile Home Park Subdivision, hereinafter referred to as the "Property;" and

WHEREAS the Property is zoned as a Specially Planned Area pursuant to the requirements of the Aspen Municipal Code; and

WHEREAS the City has fully considered the proposed amendments to the plat of the Property; and

WHEREAS the Property is governed by a Precise Plan and Subdivision Agreement recorded in Book 424 at Page 780 of the records of Pitkin County, Colorado; and

WHEREAS the requirements of Chapter 24 of the Municipal code of the City of Aspen require a written amendment to any Precise Plan and Subdivision Agreement; and

WHEREAS the Association wishes to convey portions of the Property which are presently leased to the holders of shares in the Association in the form of single family lots; and

WHEREAS the City has agreed to the conveyance of single family lots within the Property, upon the recordation of an amended plat and an amendment to the original Precise Plan and Subdivision Agreement for Smuggler Mobile home Park Subdivision, and

WHEREAS the City is willing to approve, execute and accept for recordation the Amended Plat upon agreement of the parties to the matters hereinafter described, subject to the representations made in the application submitted in connection herewith, the conditions of approval and all requirements, terms and conditions of the City of Aspen Subdivision and S.P.A. regulations now in effect and such other laws, rules and regulations as are or may become applicable; and

WHEREAS under the authority of the Municipal Cod of the City of Aspen, the City is entitled to assurances that the matters hereinafter agreed to will be faithfully performed by the parties hereto and their successors and assigns, and the parties hereto are willing to enter into such agreements with, and to provide such assurances to, the City;

NOW THEREFORE, in consideration of the premises, the mutual covenants herein contained, and the approval, execution and acceptance of the amended plat for recordation by the City, it is mutually agreed as follows:

1. General Development Plan. It is hereby recognized that anything in the original Precise Plan and Subdivision Agreement heretofore recorded notwithstanding, Parcel A will now be subdivided into eighty-six (86) individually designated mobile home lots, the open space areas, trail easements, parking spaces, and internal roadway system all as are shown and noted on the Amended Plat. It is anticipated that the lots will be transferred to the individual shareholders to the fullest extent possible by the Association, and thereafter, the Association will retain ownership in the balance of the Property. Furthermore, it is anticipated the Property will be subject to certain protective covenants to be recorded in the records of Pitkin County, Colorado and which shall refer to the terms of this Amendment. The following features shall further define and describe the Property to be conveyed by the Amended Plat:

(I) The mobile homes and individual Lots, mobile homes or other dwellings at any time thereon situated, shall be and constitute controlled City of Aspen employee housing and as such, shall be deed or covenant restricted as set forth in this Agreement.

(ii) Use of the common area shall be governed by the Protective Covenants and such other rules and regulation as the Association may promulgate. The common area shall either remain as open space or be maintained as a parking area. Any development activity within th City shall require further review and approval by the City.

2. Employee Housing Restrictions. Anything to the contrary notwithstanding in the original Precise Plan and Subdivision Agreement, in consideration of the execution and recordation of the Amended Plat, the Association for itself, for its successors and assigns, hereby covenants with the City that any Lot, mobile home or other dwelling unit to be located on any of the Lots shall be and hereby are dedicated and restricted for use as City of Aspen Employee housing and subject to all terms, conditions and covenants set forth in the Resale Agreement attached hereto as Exhibit B and

incorporated herein by this reference, which Agreement shall be entered into by any person who obtains an interest in said Lots as a condition of the ownership interest. It is recognized that none of the employee housing dedications, covenants and restrictions contained herein with respect to the Property shall be released or waived in any respect during the period they are binding without the further consent of the City reflected by resolution thereof. The dedication, covenants and restrictions herein set forth shall be deemed to run with the land herein described and be a benefit and burden thereto and to any one acquiring a record interest therein, their successors, grantees and assigns thereof, as well as being of a benefit and to be specifically enforceable by the City. The dedications, covenants and restrictions shall be and remain effective aforesaid for the period of life of the longest lived member of the presently existing City Council of Aspen, plus twenty one (21) years or for a period of fifty (50) years from the date of the recordation hereof in Pitkin County, Colorado real property records, whichever period is less.

3. Affirmation of Other Terms. Except as modified hereby, the terms of the original precise Plan and Subdivision Agreement are hereby reconfirmed by all of the parties hereto.

4. Miscellaneous.

A. The provisions hereof shall be binding upon and inure to the benefit of the Association, the City and their respective successors and assigns.

B. This Agreement shall be subject to and construed in accordance with the laws of the State of Colorado.

C. If any provisions of this Agreement or any paragraph, sentence, clause, phrase, word or section, or application thereof in any circumstances invalidated, such invalidity shall not affect the validity of the remainder of this Agreement. The application of any such provision, paragraph, sentence, clause, phrase, word or section, any other circumstances, shall not be affected thereby.

D. This Amendment to the Precise Plan and Subdivision Agreement may be altered or amended from time to time only by written instruments executed by all the parties hereto.

E. Notices to be given to the parties to this Agreement shall be considered to be given when delivered or deposited in the United States mail to the parties by registered or certified mail, at the addresses indicated below or such other addresses as may be substituted upon written notice of the parties or their successors or assigns;

City of Aspen
City Manager
130 South Galena Street
Aspen, Colorado 81611

Smuggler Mobile Homeowners' Association
Post Office Box 606
Aspen, Colorado 81612

F. The terms, provisions, conditions and obligations contained herein shall be deemed to be covenants and burden the real property more particularly shown on the Amended Plat, any and all owners thereof, their successors, grantees or assigns, and further shall inure to the benefit of and be specifically by or against the parties hereto, their successors, grantees or assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year set forth above.

CITY OF ASPEN

SMUGGLER MOBILE HOMEOWNERS'
ASSOCIATION

Mayor

President

Attested by: City Clerk

Attested by: Secretary

PITKIN LIMITED

ASPEN MOUNTAIN PARK

President

Partner

Attested by: Secretary

Signatures on file at Pitkin Clerk & Recorder Book 535 at Page 978

EXHIBIT "A"

REFER TO PLAT MAP RECORDED MAY 14, 1987; IN PLAT BOOK 19 AT PAGE 61.

COUNTY OF PITKIN, STATE OF COLORADO

**SMUGGLER MOBILE HOME OWNERS ASSOCIATION
ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION**

Smuggler Mobile Home Owners' Association, a Colorado Non Profit Corporation, having its principal office at 301 Oak Lane, Aspen, Colorado, 81611 (hereinafter referred to as the "Association") hereby certifies to the Secretary of State that:

FIRST: The name of the Association is Smuggler Mobile Home Owners' Association.

SECOND: The Articles of Incorporation are hereby amended by amending Article I, Definitions, Section 1 to read as follows:

Section 1. "Association" shall mean and refer to the Smuggler Home Owners' Association, a non-profit Colorado corporation, its successors and assigns.

THIRD: The Articles of Incorporation are hereby amended by striking Articles III, IV, V, VI and VIII in their entirety and substituting in lieu thereof the following:

ARTICLE III
I. Non Profit Purpose

The Association is formed for the principal purpose for which a corporation may be formed under the Colorado Non Profit Corporation Act (hereinafter referred to as

“Act”) and not to distribute income or profit to its members, directors or officers, except to the extent permitted under the Act.

II. Purposes

The purposes for which the Association is organized are as follows:

A. To be and to constitute the Association referred to in the Condominium Declaration for Smuggler Mobile Home Park Subdivision (hereinafter referred to as “Declaration”), and recorded in the office of the County Clerk and Recorder of Pitkin County, Colorado, which Declaration established a plan of ownership for certain real property known as Smuggler Mobile Home Park situate within Pitkin County, Colorado, described within the Declaration (this property hereinafter referred to as “the Mobile Home Park”).

B. To perform the obligations and duties, and to exercise the rights and powers of the Association as set forth in the Declaration.

C. To purchase or otherwise acquire and own, hold, manage, maintain, rehabilitate, improve, develop and sell, lease exchange, encumber or otherwise dispose of and deal in real property, whether improved or unimproved, and any interest therein, of every kind and description, whether in connection with or incident or related to the foregoing purposes.

D. To purchase or otherwise acquire and own, hold, manage, maintain, rehabilitate, improve, develop and sell, lease exchange, encumber or otherwise dispose of and deal in personal property in connection with or incident or related to the foregoing purposes.

E. To provide an entity for the establishment and maintenance of the Mobile Home Park as a prime residential mobile home park of the highest quality and value, and further to do all things necessary and proper to enhance and protect its value, desirability and attractiveness.

ARTICLE IV **Powers**

In furtherance of its purposes, the Association shall have the following powers:

A. All those powers conferred on non-profit corporations under the Act.

B. All those powers necessary to perform obligations and duties and to exercise the rights and powers of the Association as set forth in the Declaration.

C. To do everything necessary, suitable or proper for the accomplishment of any of its non-profit corporate purposes, including, but without limitation thereto, the following:

1. To make and collect assessments whether annual, special or otherwise against members for the purpose of defraying the costs, expenses and losses, if any, of the

Association.

2. To manage, control, operate, maintain, repair, and improve the common areas of Smuggler Mobile Home Park Subdivision, a mobile home park, as defined in the Declaration.

3. To enforce covenants, restrictions or conditions affecting any property of the Association to the extent the Association may be authorized under the Declaration or otherwise.

4. To make and enforce rules and regulations with respect to the use of the property in Smuggler Mobile Home Park Subdivision.

5. To engage in activities and endeavors which may now or hereafter be allowed or permitted by law to actively foster, promote and advance the common interests of owners of mobile home lots within Smuggler Mobile Home Park Subdivision.

ARTICLE V **Memberships**

A. The Association shall be a membership corporation without certificates or shares of stock. There shall be one membership in the Association for each lot in the Mobile Home Park as defined in the Declaration so existing from time to time in Smuggler Mobile Home Park Subdivision. No person or entity other than an owner as defined in the Declaration may be a member of the Association. There shall be one vote for each lot on all matters on which members are entitled to vote, unless otherwise specified in the Declaration.

B. The owner or owners of a lot shall hold and share a membership in the Association in the same proportional interest and by the same type of tenancy as the title to that lot so owned is held.

C. The Association may suspend any owner's voting rights in the Association during any period or periods which the owner fails to comply with any rules or regulations of the Association or with any other obligation of the owner of the lot under the Declaration.

D. A membership in the Association and the shares of a member in the assets of the Association shall not be assigned, encumbered or transferred in any manner except appurtenant to transfer of title to a lot which the membership pertains, provided, however, that the right of membership may be assigned to the holder of a mortgage, deed of trust, or other security instrument on a lot as further security for a loan secured by a lien on the lot. A transfer of membership shall occur automatically on transfer of title to the lot to which the membership pertains, provided, however, that the By-laws of the Association may contain reasonable provisions and requirements with respect to recording the transfers on the books and records of the Association.

E. The Association shall have preemptive rights to purchase other lots or the memberships appurtenant thereto, as may be provided in the Declaration.

F. The By-laws may contain provisions, not inconsistent with the foregoing, setting forth the rights, privileges, duties and responsibilities of the members.

G. There shall be no right of any member to vote in any annual or special election by proxy. Any member desiring to vote in any annual or special election must appear in person at any such meeting.

H. The initial subscription for each member shall be Twenty Five Dollars (\$25.00).

ARTICLE VI **Board of Directors**

A. The business and affairs of the Association shall be conducted, managed and controlled by the Board of Directors.

B. The Board of Directors shall consist of from three (3) to nine (9) members, the specific number to be set forth from time to time in the By-laws of the Association. A change in these limits shall be made only by amendment to these Articles of Incorporation. No decrease in the number of directors shall have the effect of shortening the term of any incumbent director.

C. Members of the Board of Directors shall be elected at the annual meeting of the members in the manner provided by the By-laws. A director may be a representative of a member or a non-member but such directors shall not constitute a majority of the Board. There shall be no cumulative voting by members in any election for Directors.

D. The directors shall serve for a period of time commensurate with the designated group as specified in the By-laws and until their respective successors are duly elected and qualified.

E. The Board of Directors shall have the power to adopt such prudent By-law and to alter the same as it may from time to time deem proper for the management of the affairs of the Association, so long as they are not inconsistent with the provisions of these Articles of Incorporation or the declaration.

F. The Board of Directors, by resolution adopted by a majority of the directors in office, may create an Executive Committee. The number of members of the Executive Committee and the persons who shall be members thereof shall be determined by the Board of Directors, consistent with applicable law. Except to the extent limited by resolution of the Board of Directors or applicable law, the Executive Committee shall have and shall exercise all the authority of the Board of Directors.

ARTICLE VIII **Registered Office and Agent**

The registered office of the Association shall be 315 East Hyman Avenue, Suite 305, Aspen,

Colorado 81611. The initial registered agent at such address shall be Brooke A. Peterson.

FOURTH: The amendment was adopted by the members of the Association at a Special Meeting called for that purpose on February 2, 1994. The number of members which were represented at the Special Meeting approving the amendment was sufficient for approval under the provisions of the Colorado Corporation Code, Colorado Non Profit Corporation Code and the Colorado Common Interest Ownership Act.

IN WITNESS WHEREOF, Smuggler Mobile Home Owners' Association has caused these presents to be signed in its name and on its behalf by its President and Secretary, who acknowledge that these Articles of Amendment are the act and deed of Smuggler Mobile Home Owners' Association and, under the penalties of perjury, that the matters and facts set forth herein with respect to authorization and approval are true in all material respects to the best of their belief, knowledge and information.

ATTEST:

Patricia Simpson, Secretary
Bev Campbell, President

Notarized by Dorothy Winagle, Notary Public, on 14 March, 1994
Commission expiration date 11/12/94

Signatures on file at Pitkin County Clerk & Recorder

**AMENDMENT TO
DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS OF
SMUGGLER PARK SUBDIVISION**

f/k/a

Smuggler Mobile Home Park Subdivision

WHEREAS, this Amendment to the Declaration of Protective Covenants, Conditions and Restrictions of Smuggler Park Subdivision (the "Declaration"), f/k/a Smuggler Mobile Home Park subdivision was adopted and ratified by the members of the Association at the Annual Meeting of the

Smuggler Home Owners' Association held on March 8, 2000. The number of the members which were represented at the annual Meeting approving the Amendment was sufficient for approval under the provisions of the Declaration, the Colorado Business Corporation Act, the Colorado Revised Nonprofit Corporation Act and the applicable provisions of the Colorado Common Interest Ownership Act.

NOW THEREFORE, the Declaration is hereby amended as follows: All references to Smuggler Mobile Home Park Subdivision in the Declaration and any Supplements or Amendments thereto shall be deleted in their and replaced with the following name: **SMUGGLER PARK SUBDIVISION**.

WHEREAS, all other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Smuggler Home Owners' Association, a Nonprofit Corporation has caused these presents to be signed in its name and on its behalf by its President and Secretary, who acknowledge that this Amendment to the Declaration is the act and deed of the Smuggler Home Owners' Association, and under the penalties of perjury, that the matters and facts set forth herein with respect to the authorization and approval are true in all material respects to the best of their belief, knowledge and information

ATTEST:

Mark Hesselschwerdt, President

Susan Decillis, Secretary

1 November, 2000

April S. Grycner, Notary Public, Commission expiration date 16 June, 2001

Signatures and notary seals on record at Pitkin County Clerk & Recorder, 11/17/2000