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BOOK 612 PAGE 0215

Reception No. _____ Kim Banner, Recorder, Routt County, CO 81601

348565

CONDOMINIUM DECLARATION
OF
CHATEAU CHAMONIX CONDOMINIUMS

Table of Contents

<u>Section</u>	<u>Page</u>
PREAMBLE.....	1
1. Definitions.....	1
1.1 Additional Property--Building B.....	2
1.2 Additional Property--Building C.....	2
1.3 Alteration.....	2
1.4 Association.....	2
1.5 Board.....	2
1.6 By-Laws.....	2
1.7 Clubhouse Facility.....	3
1.8 Common Elements.....	3
1.9 Common Expense.....	3
1.10 Declarant.....	5
1.11 Improvement.....	5
1.12 Maintenance.....	5
1.13 Map.....	5
1.14 Mortgage--Mortgagee--Mortgagor.....	5
1.15 Owner.....	7
1.16 Property.....	7
1.17 Unit.....	7
2. Owners' Property Rights and Limitations.....	8
2.1 Legal Description.....	8
2.2 Recreational Facilities.....	8
2.3 Easement to Facilities.....	9
2.4 Easement to Roadways.....	9
2.5 Easement to Common Elements.....	11
2.6 Utilities and Governmental Easements.....	11
2.7 Right of Entry to Units.....	11
2.8 Easements for Encroachment.....	12
2.9 Easements to Decks.....	12
2.10 Individual Tax Liability.....	13
2.11 Undivided, Non-Partitionable Interest.....	13
3. Residence and Use Restrictions.....	13
3.1 Use as Residences Only.....	13
3.2 Use for Model or Display.....	14

3.3	Nuisances.....	14
3.4	Sign Restrictions.....	14
3.5	Parking Restrictions.....	15
3.6	Pet Restrictions.....	15
3.7	Eyesores and Fire Restrictions.....	16
3.8	Out-Building Restrictions.....	16
3.9	Structural Integrity.....	16
3.10	Permissions to Declarant.....	17
4.	The Association.....	18
4.1	Business and Membership.....	19
4.2	Binding Effect.....	18
4.3	Power of the Association.....	19
5.	Maintenance.....	19
5.1	Responsibilities of the Association.....	19
5.2	Responsibilities of Owners.....	20
5.3	Notice to Maintain.....	21
5.4	Percentage Interests Permanent.....	21
5.5	Approvals Required.....	21
5.6	Mechanics' Liens.....	21
6.	Assessments.....	22
6.1	Obligation and Purpose.....	22
6.2	General Assessments.....	23
6.3	Assessment Lien and Liability.....	23
6.4	Grantee and Mortgagee Obligations.....	24
7.	Destruction.....	25
7.1	Association as Attorney-in-Fact.....	25
7.2	Use of Insurance Proceeds.....	26
7.3	Special Assessments.....	26
7.4	Estimates and Notice.....	26
8.	Taking by Eminent Domain.....	27
8.1	Taking of Common Elements.....	27
8.2	Partial Takings.....	28
8.3	Total Taking.....	28
8.4	Owners' Claims.....	29
8.5	Notice.....	29
9.	Insurance.....	29
9.1	Casualty Insurance.....	29
9.2	Named Insured and Interests.....	30
9.3	Invalidation or Reduction of Coverage.....	31
9.4	Association as Attorney-in-Fact.....	31
9.5	Replacement Valuation.....	31
9.6	Liability Insurance.....	31

9.7	Other Insurance.....	32
9.8	Premiums.....	32
9.9	Responsibilities of Owners.....	32
9.10	Keeping of Policies.....	32
9.11	Contribution for Tort Liability.....	33
9.12	Savings Clause.....	33
10.	Term, Revocation and Amendment of Declaration.....	33
10.1	Term of Declaration.....	33
10.2	Revocation of Declaration.....	33
10.3	Disbursement of Proceeds.....	34
10.4	Amendment of Declaration.....	35
11.	Obsolescence.....	35
11.1	Plan for Renewal and Reconstruction.....	35
11.2	Payment for Renewal and Reconstruction.....	35
11.3	Dissents from the Plan.....	36
11.4	Sale of Obsolete Project.....	38
12.	Miscellaneous.....	39
12.1	Number and Gender.....	39
12.2	Construction.....	39
12.3	Headings.....	39
12.4	No Dedication.....	40
12.5	Notices.....	40
12.5	Disclaimer.....	40
13.	Subjecting Additional Property to Declaration.....	41
14.	Time-Share Units.....	44
15.	Conveyance of Clubhouse Facility.....	45

CONDOMINIUM DECLARATION
OF
CHATEAU CHAMONIX CONDOMINIUMS

This Declaration is made this 12th day of November, 1985, by Steamboat Associates, Inc., a Colorado corporation (hereinafter the "Declarant").

PREAMBLE

Declarant is the fee simple owner of certain real property, more particularly described in Exhibit A attached hereto and by this reference made a part hereof, in Routt County, Colorado (hereinafter the "Property"). The name of the Property shall be Chateau Chamonix Condominiums. Declarant submits the Property, together with all buildings, structures and improvements of any kind on the Property, and all its rights and privileges in any way pertaining thereto, to the Colorado Condominium Ownership Act.

The Declaration establishes certain rights and easements with respect to the Property for the Declarant and all future Owners of any part of the Property or of any Unit thereon. Declarant intends that such Owners, mortgagees, occupants and any other persons hereafter acquiring any interest in the Property, shall at all times enjoy the benefits of, and shall hold their interests subject to, the rights, easements, privileges and restrictions set forth below. All such rights, easements,

privileges and restrictions are declared to be in furtherance of a plan to promote and protect the value, desirability and attractiveness of the Property and the ownership of units thereon.

Therefore, Declarant declares as follows:

1. Definitions

The following terms, whenever used in this Declaration, shall have the following meaning, unless a different meaning is clearly required from the context.

1.1 "Additional Property--Building B" means the real property described on Exhibit B hereto.

1.2 "Additional Property--Building C" means the real property described on Exhibit C hereto.

1.3 "Alteration" means a change in the existing or planned structures or improvements (as designated on the Map of the Property recorded with the Clerk and Recorder, Routt County, Colorado) other than by Maintenance.

1.4 "Association" shall mean Chateau Chamonix Condominium Association, Inc., the non-stock, non-profit corporation organized and existing under the laws of the State of Colorado by which all Owners act as a group under the Association's Articles of Incorporation, By-Laws and this Declaration.

1.5 "Board" shall mean the Board of Managers of the Association, as constituted from time to time.

1.6 "By-Laws" shall mean the by-laws of the Association existing from time to time, whether or not recorded.

1.7 "Clubhouse Facility" means the clubhouse building and attached swimming pool to be constructed on the real property described on Exhibit D hereto. The construction of the Clubhouse Facility and its conveyance to the Association is provided for in Section 15 hereof.

1.8 "Common Elements" shall mean the Property, except the portions thereof which constitute a Unit. Following the conveyance of the Clubhouse Facility to the Association, the Clubhouse Facility shall be deemed a Common Element, as well as all other real and personal property, other than a Unit, owned or leased by the Association for the use, enjoyment or benefit of the Owners or other occupants of the Property or any part thereof.

(a) "General Common Elements" shall mean those Common Elements reserved for use by all the Owners by virtue of not being Limited Common Elements. The General Common Elements shall include all tangible physical properties of the Property including, but not limited to, the land described above; the air above such land; the buildings' and any parking structures' structural components including, but not limited to, the foundations, girders, beams, supports, roofs, bearing and structural walls, and any underground parking spaces; to the extent not designated on the Map as Limited Common Elements, the yards, gardens, uncovered parking spaces and areas and storage spaces; chimneys;

electrical, mechanical and plumbing service installations; non-dedicated roads; the Clubhouse Facility (following conveyance of the Clubhouse Facility to the Association); and any improvements or areas of the Property provided for the community use, recreation or common use of all of the Owners. General Common Elements shall also include all other parts of and improvements upon the Property necessary or convenient to its existence, maintenance and safety, except the Units.

(b) "Limited Common Elements" shall mean those Common Elements reserved for use by fewer than all the Owners which are described herein or depicted on the Map. If any chute, flue, duct, wire, conduit, bearing wall, fireplace, bearing column or other fixture lies partly within and partly without the boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated for use solely by that Unit, and any portion thereof serving more than one Unit or any portion of the General Common Elements is a part of the General Common Elements. The Limited Common Elements shall include, but not be limited to, doors, windows, the fireplace in each Unit and the deck which each Unit has sole access to. The Limited Common Elements shall also include ski lockers specifically designated as being appurtenant to a particular Unit, either by the Declarant on the date of recordation hereof or subsequently by Declarant. The designation or allocation by Declarant of a ski locker to a Unit shall be based on the proximity of a ski locker

to a particular Unit and on the efficient utilization of the ski lockers with respect to the Property as a whole.

1.9 "Common Expense" shall mean the estimated and actual cost incurred by the Association in the administration, operation and management of the Property, and the estimated and actual expense of Maintenance, Alteration and Improvement thereof.

1.10 "Declarant" shall mean Steamboat Associates, Inc. and its successors and assigns other than purchasers of individual Units.

1.11 "Improvement" means the addition of new and different structures, elements or facilities other than those referred to in this Declaration.

1.12 "Maintenance" shall mean the repair, renovation, restoration, reconstruction, rebuilding or replacement of any portion of the Property or any personal property thereon as may be necessary to maintain the project in the same condition as originally or subsequently constructed, altered or improved.

1.13 "Map" shall mean the map of the Property, as the case may be, which shall be filed for record in the office of the Clerk and Recorder of Routt County, Colorado. The Map shall be filed for record prior to the conveyance of a Unit to an Owner. The Map may be recorded in supplements, depicting improvements as they are completed. The Map shall depict and show at least the following:

(a) The legal description of the real property being subjected to this Declaration, initially (the "Property"), or as Additional Property, and a boundary survey thereof.

(b) The linear measurements and location, with reference to surveyed points on the exterior boundary of the land, of the completed foundations of the building or buildings on such real property.

(c) The diagrammatic floor plans and linear horizontal and vertical dimensions of the perimeter of each Unit.

(d) The designation by number or other description of each Unit and each building.

(e) The location of each Unit within each building, both horizontally by linear measurements and vertically by reference to elevations as established from a datum plane, including measurement of the thickness of common walls and floors between or separating Units and perimeter walls of each building.

(f) General depiction of and designation of Limited Common Elements, without necessity to show the dimensions and exact surveyed location thereof, except as otherwise required by this paragraph.

A supplemental map may be filed for record in whole or in parts, sections or supplements, as construction of the Units and other improvements is substantially completed, all of which parts, sections or supplements shall be considered the integrated condominium Map or supplemental map and reference in any deed or

other instrument to the filing date of the first part, section or supplement of the Map or a supplemental map shall be deemed to include reference to all parts, sections or supplements of the Map or supplemental map, respectively, thereafter filed of record. Declarant reserves the right to amend the Map from time to time, to conform the same according to the actual location of any of the constructed improvements and to establish, vacate, and replace outside the buildings, utility easements, access road easements, and parking areas. The Map is incorporated herein by reference.

1.14 "Mortgage--Mortgagee--Mortgagor" shall include a deed of trust, beneficiary, and trustor or grantor thereof, respectively.

1.15 "Owner" shall mean the person, persons or other legal entity holding title to a Unit.

1.16 "Property" shall mean the real property in Routt County, Colorado, described on Exhibit A attached hereto, together with all buildings, structures and improvements of any kind thereon. The Property includes a building, designated as Building A, which contains 18 Units. The term "Property" shall also include the real property described on Exhibit D attached hereto and the improvements thereon (the Clubhouse Facility), following the conveyance of such real property to the Association.

1.17 "Unit" shall mean an individual air space unit, designated for separate ownership on the Map (as supplemented from time to time) consisting of enclosed rooms occupying any part of a floor in a building to be used for residential purposes, and shall include the center line of walls, floors and ceilings bounding another Unit or Common Elements, the center line of outside walls, and an undivided and non-partitionable interest in the Common Elements in the proportions set forth in Exhibit E. Exhibit E also sets forth the percentage of Common Expenses to be allocated to each Unit. The Units are depicted on the Map of the Property recorded or to be recorded with the Clerk and Recorder, at Routt County, Colorado, but the surfaces described in this definition are the boundaries in fact, whether or not accurately depicted on such Map.

2. Owners' Property Rights and Limitations

2.1 Legal Description. The description of a Unit, together with its appurtenant undivided interest in the Common Elements, in every contract, deed or other instrument for the sale of or otherwise affecting title to a Unit shall be sufficient if the Unit is described as follows:

Unit _____ in Building _____ as shown on the Condominium Map for Chateau Chamonix Condominiums filed in the records of the Clerk and Recorder of Routt County, Colorado on _____, 1985, as File No. _____, and as defined and described in the Condominium Declaration of Chateau Chamonix Condominiums, appearing in such records, filed on _____, 198____, in Book _____ at Page _____.

Every such description shall be construed to include the Unit; an undivided interest in the Common Elements (excluding the Clubhouse Facility) appurtenant thereto; the right to use Limited Common Elements appurtenant thereto, a nonexclusive easement for ingress and egress to the Property; a nonexclusive easement for the use of the General Common Elements; and other rights, obligations and restrictions created in this Declaration or designated on the Map. Prior to the recording of the Map and this Declaration, a contract for the sale of a Unit, or any other contract or instrument which affects the title to or the right to the possession of a Unit, may legally describe the Unit by its Unit designation and building designation and the words "Chateau Chamonix Condominiums, Routt County, Colorado," and the Map thereafter recorded shall refer to the Unit designation so employed.

2.2 Recreational Facilities. A swimming pool attached to the Clubhouse Facility will be the only major recreational facility located on the Property. The Clubhouse Facility shall be available for the use of all Owners, their families and guests residing with Owners in accordance with the provisions of this Declaration.

2.3 Easement to Facilities. Appurtenant to each Unit shall be a non-exclusive easement, including without limitation the right of ingress in, to and over the General Common Elements and the recreational, parking and other facilities located thereon, subject to the following provisions:

(a) The right of the Association reasonably to limit the number of guests (not including lessees or members of the Owner's or lessee's family residing in a Unit) of Owners using any facilities on General Common Elements;

(b) The right of the Association to establish uniform rules and regulations as to the use of the facilities, including without limitation the right of the Association to allocate parking spaces in any parking structure and to establish and enforce parking restrictions;

(c) The right of the Association to charge uniform and reasonable admission and other fees to persons other than Owners or residents for the use of limited capacity facilities;

(d) The right of the Association to suspend the right of an Owner or a lessee, his family and guests, to use the facilities for any periods during which any assessment against his Unit remains unpaid and delinquent, and for a period not to exceed 30 days for any single infraction of the rules and regulations of the Association, so long as any such suspension is in accordance with the procedures for notice and hearing set forth in the By-Laws; and

(e) The right of the Declarant, its agents and representatives, to the non-exclusive use of facilities located on the General Common Elements for sales, display and exhibit purposes, which right Declarant hereby reserves for such time as Declarant is the actual or beneficial Owner of any Unit.

Recorded at 2:50 O'clock PM MAY 30 1986

Reception No. 352983 Kim Bonner Recorder Routt County, CO 2:30 PM CV

BOOK 616 PAGE 1075

352983

SUPPLEMENTAL DECLARATION
OF
CHATEAU CHAMONIX CONDOMINIUMS
(Building B)

This Supplemental Declaration is made this 24th day
of March, 1986, by Steamboat Associates, Inc., a
Colorado corporation (the "Declarant").

PREAMBLE

On November 12, 1985, Declarant executed a Condominium
Declaration of Chateau Chamonix Condominiums (the "Declaration"),
which was recorded on December 11, 1985 in Book 612, at Page 245,
in the office of the Clerk and Recorder of Routt County,
Colorado.

All definitions contained in the Declaration are adopted
herein, and reference to any such defined term is intended to
have the meaning as defined in the Declaration.

Declarant is the fee simple owner of certain real property
situate in Routt County, Colorado as described in Exhibit A
attached hereto (the "Additional Property--Building B"). In
Article 13 of the Declaration, Declarant reserved the right to
subject the Additional Property--Building B (and Additional
Property--Building C) to the Declaration.

Declarant has the right to vote 75% and more of the votes of
the Owners of units now subject to the Declaration and, there-
fore, pursuant to Section 10.4 of the Declaration, has the right
to make the amendments set forth in Sections 1 and 2 of this
Supplemental Declaration.

Therefore, Declarant declares as follows:

1. The legal description contained in Exhibit B to the Declaration, which is defined in Section 1.1 of the Declaration as the "Additional Property--Building B" has been modified in some respects subsequent to the recording of the Declaration in the Clerk and Recorder's office in Routt County, Colorado. In order to reflect such modification, the correct legal description for the "Additional Property--Building B" is now contained in Exhibit A to this Supplemental Declaration, and Exhibit B to the Declaration should be disregarded.

2. The legal description contained in Exhibit D to the Declaration which is defined in Section 1.7 of the Declaration as the "Clubhouse Facility", has been modified in some respects subsequent to the recording of the Declaration in the Clerk and Recorder's Office in Routt County, Colorado. In order to reflect such modification, the correct legal description for the "Clubhouse Facility" is now contained in Exhibit D to this Supplemental Declaration, and Exhibit D to the Declaration should be disregarded.

3. Pursuant to Article 13 of the Declaration, Declarant hereby declares that, except as otherwise specifically provided in the Declaration or in this Supplemental Declaration, the Additional Property--Building B, as described in Exhibit A to this Supplemental Declaration, together with all buildings, structures

and improvements of any kind on the Additional Property--Building B, shall be held, conveyed, devised, leased, rented, encumbered, used, occupied, improved and otherwise affected in any manner subject to all the provisions, conditions and restrictions contained in the Declaration to the same extent as if all of the same were set forth herein in full.

4. The Additional Property--Building B contains, or will contain, 9 units situated in one building, which is or will be designated as Building B on the Map or supplemental Map, which shall be filed for record in the office of the Clerk and Recorder of Routt County, Colorado.

5. The Common Elements shall mean those Common Elements reserved for use by all the Owners by virtue of not being Limited Common Elements. The General Common Elements shall include all tangible physical properties of the Additional Property--Building B including, but not limited to, the land; the air above such land; the buildings' and any parking structures' structural components including, but not limited to, the foundations, girders, beams, supports, roofs, bearing and structural walls, and any underground parking spaces; to the extent not designated on the Map as Limited Common Elements, the yards, gardens, uncovered parking spaces and areas, and storage spaces; chimneys; electrical, mechanical and plumbing service installations; non-dedicated roads; and any improvements or areas of the Additional Property--Building B provided for the community use, recreation

or common use of all the Owners. General Common Elements shall also include all other parts of and improvements upon the Additional Property--Building B necessary or convenient to its existence, maintenance and safety, except the Units. Limited Common Elements shall include, but are not limited to, the doors and windows of each Unit, the fireplace in each Unit, and the deck to which each Unit has sole access. The Limited Common Elements shall also include ski lockers specifically designated by Declarant as being appurtenant to a particular Unit.

6. All Unit Owners shall have a non-exclusive right and license, subject to the provisions of the Declaration, to use and enjoy all of the Common Elements on the Property and the Additional Property--Building B.

7. If Declarant at any time or from time to time, but within 10 years from the initial recording of the Declaration, shall desire to subject the Additional Property--Building C, or any portion thereof, to the Declaration, it shall record in the office of the Clerk and Recorder of Routt County, Colorado, another supplemental declaration pursuant to Article 13 of the Declaration.

8. The following Units may be submitted to time-sharing, as time-sharing units, until December 31, 1988:

Building B:	Unit 211
	Unit 212
	Unit 213

9. A schedule of the percentage of undivided ownership of

the Common Elements in the Additional Property--Building B and a schedule of the percentage of Common Expenses to be allocated to each Unit located on the Additional Property--Building B are set forth in Exhibit B attached hereto. An amendment to the third column of Exhibit E of the Declaration setting forth the schedule of percentage of Common Expenses to be allocated to the 18 Units that were subject to the Declaration prior to the recording of this Supplemental Declaration is set forth in Exhibit C attached hereto.

IN WITNESS WHEREOF, the Delcarant has duly executed this Supplemental Declaration on this 24th day of March, 1986.

STEAMBOAT ASSOCIATES, INC.

By [Signature]
President

ATTEST:
[Circular Notary Seal]
[Signature]
Secretary

STATE OF Texas)
COUNTY OF Dallas) ss
)

The foregoing instrument was acknowledged before this 24th
day of March, 1986, by E J Chappik
as President and Joe E. Hedge as Secretary of Steamboat
Associates, Inc.

Witness my hand and official seal.

[seal]

Julia Clark
Notary Public

My commission expires 7-23 88.

EXHIBIT A

Additional Property--Building B

Description of a tract of land located in Lot 7 and the Outlot, both of Block 2, Ski Trail Subdivision, Filing No. 3, all of the Sixth Principal Meridian, City of Steamboat Springs, Routt County, Colorado.

Beginning at the northern-most corner of Lot 7, Block 2
 thence S 18 25'38" W 116.68 feet to the southwesterly
 boundary line of that certain 50 foot wide Gondola
 Easement as shown on the above said plat of Ski Trail
 Subdivision, Filing No. 3.
 thence S 79 30'41" E 46.36 feet along said southwesterly
 boundary line,
 thence S 04 12'24" W 1.76 feet to the outside face of the
 southeasterly foundation wall of the Arrival Facility,
 thence S 22 52'25" E 23.50 feet along said outside face
 to the outside face of the northwesterly foundation wall
 of Building B,
 thence along said outside face for the following four (4)
 courses
 (1) S 68 25'53" W 10.74 feet,
 (2) S 21 48'16" E 8.42 feet,
 (3) S 66 54'01" W 15.25 feet,
 (4) S 24 57'08" W 4.00 feet,
 thence S 10 49'43" W 11.47 feet,
 thence N 74 04'59" E 6.24 feet,
 thence S 23 01'04" E 62.74 feet,
 thence S 25 35'50" E 33.15 feet,
 thence S 01 40'06" W 60.58 feet,
 thence S 00 41'12" W 31.99 feet,
 thence S 31 27'19" E 4.41 feet to the north boundary line
 of Ski Trail Lane as dedicated by deed as filed with the
 Clerk and Recorder appearing in Book 560 at Pages 269
 and 270.
 thence N 36 32'22" E 49.46 feet along said north boundary
 line,
 thence N 41 40'42" E 27.47 feet along said north boundary
 line,
 thence N 61 36'39" E 41.48 feet along said north boundary
 line,
 thence N 71 15'22" E 20.00 feet along said north boundary
 line to the southeasterly projection of the
 northeasterly boundary line of the above said Lot 7,
 Block 2,
 thence N 27 30'34" W 305.54 feet along said southeasterly
 projection and along the northeasterly line of said Lot 7,
 Block 2, to the Point of Beginning.

Containing 0.51 acres more or less.

EXHIBIT B

Percentage of
Undivided Interest
of Each Unit in
the Common Elements
of the Additional
Property--Building B

Percentage of
Common Expenses
to be Allocated
to Each Unit Located
on the Additional
Property--Building B

BUILDING B:

Unit B-211	.111111	.0341907
Unit B-221	.111111	.0341907
Unit B-231	.111111	.0341907
Unit B-212	.111111	.0341907
Unit B-222	.111111	.0341907
Unit B-232	.111111	.0341907
Unit B-213	.111111	.0341907
Unit B-223	.111111	.0341907
Unit B-233	.111112	.0341907
	1.000000	.3077163

EXHIBIT B

Percentage of
Undivided Interest
of Each Unit in
the Common Elements
of the Additional
Property--Building B

Percentage of
Common Expenses
to be Allocated
to Each Unit Located
on the Additional
Property--Building B

BUILDING B:

Unit B-211	.111111	.0341907
Unit B-221	.111111	.0341907
Unit B-231	.111111	.0341907
Unit B-212	.111111	.0341907
Unit B-222	.111111	.0341907
Unit B-232	.111111	.0341907
Unit B-213	.111111	.0341907
Unit B-223	.111111	.0341907
Unit B-233	<u>.111112</u>	<u>.0341907</u>
	1.000000	.3077163

EXHIBIT C

Amendment to the Third Column of
Exhibit E of the Declaration
which reflects the Percentage of
Common Expenses to be Allocated to
Each Unit on the Property

BUILDING A:

Unit A--111	.0450285
Unit A--121	.0450285
Unit A--131	.0450285
Unit A--112	.0388241
Unit A--122	.0388241
Unit A--132	.0388241
Unit A--142	.0388241
Unit A--113	.0341908
Unit A--123	.0341908
Unit A--133	.0341908
Unit A--143	.0341908
Unit A--114	.0341908
Unit A--124	.0341908
Unit A--134	.0341908
Unit A--144	.0341908
Unit A--115	.0427918
Unit A--125	.0427918
Unit A--135	.0427918
	<u>.6922837</u>

EXHIBIT D

Description of a tract of land located in Lot 7 and the Outlot, both of Block 2, Ski Trail Subdivision, Filing No. 3, all of the Sixth Principal Meridian, City of Steamboat Springs, Routt County, Colorado.

Beginning at the northern-most corner of Lot 7, Block 2,
thence S 18 25'38" W 116.68 feet to the southwesterly
boundary line of that certain 50 foot wide Gondola
Easement as shown on the above said plat of Ski Trail
Subdivision, Filing No. 3. Said point being the TRUE
POINT OF BEGINNING.
thence N 79 30'41" W 24.39 feet along said southwesterly
boundary line,
thence S 10 29'19" W 1.68 feet to a point on the westerly
face of the westerly wall of the Arrival Facility,
thence along said wall for the following four (4) courses:
(1) S 55 15'59" W 7.64 feet,
(2) S 04 25'09" W 7.98 feet,
(3) S 10 47'52" E 11.33 feet,
(4) S 06 44'00" W 22.84 feet,
thence S 06 44'41" W 5.49 feet,
thence S 72 06'55" E 57.80 feet,
thence N 74 04'59" E 7.52 feet,
thence N 10 49'43" E 11.47 feet to the outside face of the
northwesterly foundation wall of Building B,
thence along said outside face for the following four (4)
courses:
(1) N 24 57'08" E 4.00 feet,
(2) N 66 54'01" E 15.25 feet,
(3) S 21 48'16" E 8.42 feet,
(4) N 68 25'53" E 10.74 feet to the outside face of the
southeasterly foundation wall of the Arrival Facility
building,
thence N 22 52'25" W 23.50 feet along said outside face,
thence N 04 12'24" E 1.76 feet to the southwesterly boundary
line of that certain 50 foot wide Gondola Easement as shown
on the above said plat of Ski Trail Subdivision, Filing No. 3,
thence N 79 30'41" W 46.36 feet along said southwesterly
boundary line to the TRUE POINT OF BEGINNING.

Containing 0.10 acres more or less.

EXHIBIT "A"

(Attached to and made a part of Supplemental Condominium Declaration for Chateau Chamonix Condominiums, Building C)

INTERESTS IN GENERAL COMMON ELEMENTS

Air Space Unit Description For Twenty-one (21) Units in Building C	Percentage Ownership in General Common Elements on Additional Property--Building C Appurtenant to the Air Space Unit
Unit C-315	
Unit C-325	5.3231%
Unit C-335	5.3231%
Unit C-345	5.3071%
Unit C-313	5.3071%
Unit C-323	4.5115%
Unit C-333	4.5115%
Unit C-343	4.5115%
Unit C-311	4.5115%
Unit C-321	4.4608%
Unit C-331	4.4608%
Unit C-341	4.4474%
Unit C-326	4.4474%
Unit C-336	5.3789%
Unit C-346	5.3630%
Unit C-322	5.3630%
Unit C-332	4.4126%
Unit C-342	4.4126%
Unit C-324	4.4126%
Unit C-334	4.5115%
Unit C-344	4.5115%
	4.5115%
TOTAL	100.00%

DESCRIPTION OF RIGHT TO USE

CERTAIN LIMITED COMMON ELEMENTS

1. Each deck marked as "Deck" and designated as a L.C.E. (Limited Common Element) on the Supplemental Condominium Map shall be a limited common element appurtenant to only the air space unit next adjacent and having direct access to such deck, and the owner or owners of such air space unit shall have the exclusive, right and privilege to the use, occupancy and enjoyment of such deck, subject to the rights of the Association to maintain, repair and have access to such deck and subject to rules and regulations of use and appearance thereof as may be adopted from time to time by the Association.

