



FIRST  
SUPPLEMENTAL  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
AND  
INTERVAL OWNERSHIP AGREEMENT  
FOR  
OROFINO BY STRAIGHT CREEK CONDOMINIUMS

ALL SEASONS PROPERTIES, INC., a Colorado corporation (Grantor), is the owner of Condominium Units 206, 208, 310, 311, 312 and 420, Orofino By Straight Creek Condominiums, according to the Condominium Map appearing in the records of the County Clerk and Recorder of Summit County, Colorado, as Reception No. 131911, and as defined and described in that Condominium Declaration for Orofino By Straight Creek Condominiums, appearing in such records in Book 230 at Page 786.

Grantor may in the future sell undivided interests in some or all of said Condominium Units to purchasers who, by accepting a deed thereto in the form hereinafter described, agree to acquire such undivided interests subject to the provisions of this First Supplemental Declaration of Covenants, Conditions and Restrictions and Interval Ownership Agreement for Orofino By Straight Creek Condominiums (this Agreement).

Grantor hereby makes and declares the following limitations, restrictions and uses upon those Condominium Units which become subject to this Agreement, as restrictive and protective covenants running with such Condominium Units, and binding upon each Original Owner, his heirs, personal representatives, successors and assigns, so long as this Agreement shall remain in effect. This Agreement shall not, however, have any application to any Condominium Unit which is not expressly made subject to this Agreement by the inclusion in the Original Deed of the statement set forth in Paragraph 6 hereof.

By this Agreement, Grantor intends to establish a common scheme and plan for the use, enjoyment, repair, maintenance, restoration, remodeling and improvement of the Condominium Units and the interval ownership interests therein so conveyed or reserved, and the payment of taxes, assessments and other expenses pertaining thereto, and declares that the above described Condominium Units shall

be held, conveyed, hypothecated, encumbered, leased, rented, occupied and improved subject to the following limitations, restrictions, covenants and conditions, all of which are declared to be in furtherance of a plan established for the purpose of enhancing and perfecting the value, desirability and enjoyment of the said Condominium Units and the interval ownership interests so to be conveyed or reserved. All such limitations, restrictions, covenants and conditions are intended to run with the land, to wit, the interests so conveyed or reserved, and to inure to the benefit of and be binding upon each interest so conveyed or reserved and all parties having or acquiring any right, title, interest or estate therein:

1. DEFINITIONS. The following terms as used in this Agreement shall have the following meanings:

(a) Grantor shall mean All Seasons Properties, Inc. or any successor in interest by merger or by express assignment of the rights of Grantor hereunder by instrument executed by Grantor and recorded in the records in the Office of the County Clerk and Recorder of Summit County, Colorado.

(b) Condominium Project shall mean the Orofino By Straight Creek Condominiums, as above described.

(c) Unit shall mean any of Condominium Units 206, 208, 310, 311, 312 and 420 of the Condominium Project, or any other Unit of the Condominium Project which may hereafter be made the subject of this Agreement by an amendment hereto.

(d) Unit Week shall mean a period of ownership in a Unit, composed of an estate for years of one week's duration for a definite number of years, together with a presently vested remainder in fee simple as tenant in common with all other owners. Unit Weeks are determined and computed as follows:

Unit Week No. 1 is the annual period of one week commencing 12:00 noon local time on the Saturday following the first Friday of each calendar year.

Unit Week Nos. 2 through 51, inclusive, commence annually on each succeeding week at 12:00 noon local time on Saturday.

Unit Week No. 52 commences annually at 12:00 noon local time on the 52nd Saturday following the first Friday of each calendar year and may extend into the next calendar year, and includes any days not otherwise assigned to the succeeding Unit Week.

(e) Owner shall mean the Owner of a Unit Week in a Unit.

(f) Association shall mean the Orofino By Straight Creek Condominium Association, a Colorado non-profit Corporation.

(g) By-Laws shall mean the By-Laws of the Association as they exist from time to time.

(h) Managing Agent or Agent shall mean and refer to the entity responsible for the management of the Units, as provided in the Management Agreement.

(i) Management Agreement shall mean and refer to the latest recorded agreement between the Association and the Managing Agent which provides for the management of the Units from time to time.

(j) Original Deed means a deed from Grantor to an Owner complying with the requirements of Paragraph 6 hereof.

(k) Original Owner means the grantee named in an Original Deed.

(l) Percentage Interest in the Unit refers to each Owner's relative ownership percentage of his Unit as set forth in Paragraph 5 below, to be calculated by multiplying his percentage share per Unit Week by the number of Unit Weeks owned.

(m) Majority of Owners means the Owners of a majority of all Unit Weeks in all Units subject to this Agreement.

(n) Guest means any person using a Unit with the permission of the Owner, including but not limited to family members, invitees, tenants, boarders, and the like.

(o) Common Furnishings means furniture and furnishings for a Unit or other personal property and replacements thereof from time to time owned or held for use in common by all Owners of a Unit during their respective Unit Weeks.

(p) Recorded means filed for record in the real property records in the Office of the Clerk and Recorder of Summit County, Colorado.

2. GENERAL PURPOSES. The benefits of the covenants and interval ownership agreement set forth herein are intended to run to each Original Owner, his heirs, personal representatives, successors and assigns. They are made for the purposes of creating and keeping the Units desirable, attractive, beneficial and suitable places of abode, of guarding against losses by fire and other hazards, of providing for the period of time during which each of the various Owners may use his Unit, and of providing rules and regulations for the mutual benefit and protection of each of the Owners.

3. PLAN OF INTERVAL OWNERSHIP. Each Unit is hereby made subject to a plan of interval ownership, as set forth herein, in which the fee simple interest in each Unit is divided into 52 lesser estates for years, herein termed Unit Weeks. Each Unit Week in each Unit is hereby declared to consist of two interests: an estate for years in such Unit and a presently vested remainder in fee simple as a tenant in common in such Unit.

The estate for years in the Unit shall commence each calendar year on a designated day and end each calendar year on a designated day of the same or next calendar year, as set forth above in Paragraph 1(d). Each estate for years shall continue up to and including the year 2035, except Unit Week No. 52 which shall extend into the year 2036.

Each estate for years shall be succeeded forthwith each calendar year by the estate for years of the next numbered Unit Week, so that all estates for years succeed each other in consecutive and chronological order, revolving among all the owners of estates for years in the Unit, their heirs, personal representatives, successors and assigns. It is the intent herein that each estate for years shall be held separately and independently for and during the time set forth for that estate for years, each estate for years being succeeded by the next in unending succession until 12:00 noon local time on January 5, 2036, at which time all estates for years shall terminate.

A presently vested remainder shall be attributed to each Unit Week as an undivided interest in the fee simple estate in such Unit in the ownership percentages shown in Paragraph 5 below, each Owner to hold such remainder as tenant in common with all other Owners of such Unit, their heirs, personal representatives, successors, and assigns, beginning at 12:00 noon local time on January 5, 2036.

4. UNIT WEEKS AS REAL PROPERTY. Each Unit Week may be conveyed, mortgaged, leased or otherwise dealt with as an interest in real property, the rights under the estate for years being different in nature than the rights under the presently vested remainder, and the intent of this Agreement being that the two interests shall not merge, even though held by the same Owner; and it is hereby declared to be the intention of the Grantor and all Owners that such interests and estates shall not merge.

5. PERCENTAGE OF OWNERSHIP. The Owner of each Unit Week shall own a percentage share of his Unit, and a percentage share of the percentage of ownership in the common elements of the Condominium Project appertaining to his Unit, according to the following schedule:

<u>Unit Weeks</u>	<u>Owner's Percentage Share per Unit Week</u>
1-51	1.9165
52	2.2585

6. MANNER OF SUBJECTING UNITS TO THIS AGREEMENT. In order to subject a Unit to the provisions of this Agreement, Grantor must execute and deliver to an Original Owner a deed which describes the interest conveyed in substantially the following form and which contains the following statements:

Unit Week(s) No. \_\_\_\_\_ and No. \_\_\_\_\_ in Condominium Unit \_\_\_\_\_, Orofino By Straight Creek Condominiums, according to the Condominium Map appearing in the records of the County Clerk and Recorder of Summit County, Colorado, as Reception No. 131911, and as defined and described in that Condominium Declaration for Orofino By Straight Creek Condominiums, appearing in such records in Book 230 at Page 786; said Unit Week(s) being

more particularly defined and described in that First Supplemental Declaration of Covenants, Conditions and Restrictions and Interval Ownership Agreement for Orofino By Straight Creek Condominiums, dated \_\_\_\_\_, 1976, and recorded \_\_\_\_\_, 1976, in Book \_\_\_\_\_ at Page \_\_\_\_\_ of said records; together with a presently vested remainder in fee simple as tenant(s) in common with all other owners, in the percentage interest described in said First Supplemental Declaration.

The Grantee(s) of the Condominium Unit conveyed by this deed, by acceptance of this deed, hereby agree(s): (a) to take only the estate and interest in said Condominium Unit attributable to the above stated Unit Week(s) as set forth and limited by the said First Supplemental Declaration; (b) to perform and to abide by all of the terms and conditions of said First Supplemental Declaration and the Condominium Declaration; and (c) that said Unit Week(s), as defined in said First Supplemental Declaration, shall be composed of an estate for years for the intervals of time therein described, together with a presently vested remainder in fee simple in said Condominium Unit in the percentage of ownership interest attributed to said Unit Week(s) as tenant(s) in common with all other owners of said Condominium Unit commencing at 12:00 noon local time on January 5, 2036.

A Unit may be conveyed by an Owner (other than Grantor) only by a deed which contains the statements set forth above, specifying the Unit Week(s) such Unit conveyed (which must be the identical Unit Week(s) which the conveying Owner acquired). Any deed purporting to convey less than one Unit Week shall be null and void and of no force or effect.

7. PERMITTED USES. (a) Each Unit shall be used only for the purposes allowed by applicable zoning, the Condominium Declaration, this Agreement and any amendments thereto, the last recorded Management Agreement and rules and regulations adopted by the Association and any applicable protective covenants heretofore recorded in the real property records of Summit County, Colorado.

(b) Each Owner shall keep his Unit in as good order and condition as when he acquired his interest therein, loss by fire, act of God, or ordinary wear and tear excepted. No Owner shall make or authorize any alterations, additions or improvements to his Unit or the Common Furnishings.

(c) Any Owner may lease, rent or loan his Unit for the purposes permitted by this Agreement during his Unit Week(s); but each Owner shall be responsible for any loss, damage or destruction which occurs during any period when the Unit is leased, rented or loaned by him as if such Owner were occupying the Unit himself.

(d) Each Owner shall have the exclusive right to occupy the Unit and, as between Owners, to use and enjoy the common elements of the Condominium Project and the rights and easements appurtenant to the Unit during his Unit Week(s).

8. FAILURE TO VACATE. If any Owner fails to vacate a Unit prior to the end of his Unit Week(s), or otherwise

uses or occupies a Unit during a Unit Week assigned to another Owner, or prevents another Owner from using or occupying a Unit during such other Owner's Unit Week, the using, occupying or preventing Owner (the Defaulting Owner) (a) shall be subject to immediate removal, eviction or ejection from the Unit wrongfully occupied; (b) shall be deemed to have waived any notices required by law with respect to any legal proceedings regarding the removal, eviction or ejection of such Defaulting Owner (to the extent that such notices may be waived under Colorado law); (c) shall reimburse the Owner entitled to use the Unit during such wrongful occupancy (or the Managing Agent, as hereinafter provided) for all costs and expenses, including but not limited to the costs of alternative accommodations, court costs and reasonable attorneys' fees, incurred in connection with removing, evicting or ejecting the Defaulting Owner from such Unit; and (d) shall pay to the Owner entitled to use the Unit during such wrongful occupancy, as liquidated damages for the wrongful use or withholding of the Unit, the lesser of (1) a sum equal to 200 percent of the fair rental value per day of said Unit for each day or portion thereof, including the day of surrender, or (2) \$10.00 per hour, during which the Defaulting Owner wrongfully occupies or withholds the Unit. If, in the opinion of the Managing Agent, an Owner by his negligence renders a Unit uninhabitable by the next Owner, the negligent Owner shall be liable to the next Owner as if the negligent Owner had refused to vacate. For purposes of this Paragraph 8, the act of a Guest shall be deemed to be the act of the Owner permitting the Guest to occupy the Unit.

#### 9. MANAGEMENT.

(a) Managing Agent. The Association shall enter into a management agreement with a management firm or individual to act as Managing Agent for the Units. Such Management Agreement shall be recorded, and all Owners shall be bound by the most recently recorded Management Agreement.

(b) Duties of Managing Agent. The duties of the Managing Agent shall be as set forth in the Management Agreement.

(c) Unit Expenses. The responsibility for payment of expenses incurred with respect to the Units shall be delegated as follows:

(1) Each Owner shall pay separately: The cost of long distance telephone charges or telephone message unit charges, or other special services allocable to the occupancy of the Unit during such Owner's Unit Week(s), the cost to repair any damage to the Unit or to repair or replace any property contained therein on account of loss or damage occurring during such Owner's Unit Week(s), and the cost to satisfy any expense to any of the other Owners resulting from any intentional or negligent act or omission of such Owner or his Guest, or resulting from his breach of any of the provisions of this Agreement;

(2) The Association shall pay: (i) real property taxes and special district assessments

