



Cheri Brunvand-Summit County Recorder 2/13/2001 15:30 DF:

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Jennifer E. Breusch
Jacobs Chase Frick Kleinkopf & Kelley LLC
1050 - 17th Street, Suite 1500
Denver, Colorado 80265

\$ 40

**SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TUCKER MOUNTAIN LODGE CONDOMINIUM
AND FIRST AMENDMENT TO
CONDOMINIUM MAP
FOR
TUCKER MOUNTAIN LODGE CONDOMINIUM**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TUCKER MOUNTAIN LODGE CONDOMINIUM AND FIRST AMENDMENT TO CONDOMINIUM MAP FOR TUCKER MOUNTAIN LODGE CONDOMINIUM (this "Amendment") is made as of January 29, 2001, by COPPER MOUNTAIN, INC., a Delaware corporation (together with its successors and assigns, "Declarant").

Recitals

- A. Declarant recorded the Declaration of Covenants, Conditions and Restrictions for Tucker Mountain Lodge with the Clerk and Recorder of Summit County, Colorado on June 15, 2000, under Reception No. 624811, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions recorded September 19, 2000 at Reception No. 633060 (the "Declaration").
- B. Declarant recorded the Condominium Map of Tucker Mountain Lodge Condominium (the "Map") as an attachment to the Declaration and separately on June 12, 2000 under Reception No. 624812.
- C. Pursuant to paragraph 18.03(b)(i) of the Declaration, Declarant reserved the right to amend the Declaration and the Map to correct clerical, typographical, technical or other errors.
- D. Declarant desires to amend the Declaration and the Map to correct such clerical errors pursuant to paragraph 18.03(b)(i) of the Declaration

Amendment

In consideration of the foregoing, Declarant hereby amends the Declaration and Map as follows:

- 1. All capitalized terms used in this Amendment that are not defined in this Amendment have the meanings given to them in the Declaration.
- 2. Amendments.
 - a. The following amendments are hereby made to the Map, and to Exhibit B to the Declaration:



(i) In the legal description for Parcel B on sheet one of the Map, the phrase "Less and Except all portions of the Additional Property that are located above the underground parking facility constructed with such Additional Property..." is hereby deleted and replaced with the following:

"Less and Except all portions of the Additional Property that are located above the underground parking facility constructed within such Additional Property...."

(ii) On Sheets one and two of the Map, the recording information for the 25 foot Water and Sanitary Sewer Easement beneath the Tucker Mountain Lodge Condominium boundary (the "East Easement") was left blank, but is hereby amended to include the recording information as follows: "Rec. No. 637854". The recording information for the 25 foot Water and Sanitary Sewer Easement shown on Exhibit B attached hereto (the "West Easement") was intentionally left blank and the entire West Easement hereby deleted from the Map.

(iii) On Sheets one and two of the Map, the recording information for the 10 foot Water and Sanitary Sewer Easement was left blank, but is hereby amended to include the recording information as follows: "Rec. No. 624805"

(iv) On Sheet two of the Map, the recording information for the Deed of Boardwalk Easement was left blank, but is hereby amended to include the recording information as follows: "Rec. No. 624802"

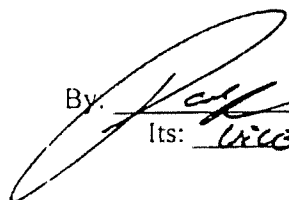
b. The following amendment is hereby made to the Exhibit A to the Declaration:

(i) The legal description attached to the Declaration as Exhibit A is hereby deleted in its entirety and replaced with and replaced Exhibit A attached hereto

3. Except as amended hereby, the covenants, conditions, restrictions and other provisions of the Declaration remain in full force and effect and shall not be changed, altered or amended. In the event of any conflict between this Amendment, the Declaration and the Map, the terms of this Amendment shall control.

Executed to be effective as of the date first set forth above.

COPPER MOUNTAIN, INC., a Delaware corporation

By: 
Its: Lisa Provisio



STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

On this 29 day of January, 2004, before me, personally appeared Paul Stashick, who acknowledged himself to be the Vice President of Copper Mountain, Inc., a Delaware corporation, being authorized to do so, he executed the foregoing instrument on behalf of such corporation.

Witness my hand and official seal.

[SEAL]

Lori Krause

Notary Public

My commission expires

12/1/2004



My Commission Expires 12/01/2004

CONSENT AND SUBORDINATION OF
WELLS FARGO BANK, N.A.

(Second Amendment to Declaration of Covenants, Conditions and Restrictions for Tucker Mountain Lodge Condominium and First Amendment to Condominium Map for Tucker Mountain Lodge Condominium (the "Amendment")

Wells Fargo Bank, N.A., as agent for the Lenders, as the beneficiary of Deed of Trust, Assignment of Rents and Security Agreement, recorded in the official real estate property records of Summit County, Colorado on September 29, 1999, under Reception No. 606512 (the "Deed of Trust"), encumbering various condominium units in Tucker Mountain Lodge, previously consented to the Declaration of Covenants, Conditions and Restrictions for Tucker Mountain Lodge recorded June 15, 2000 under Reception No. 624811, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions recorded September 19, 2000 at Reception No. 633060 (the "Declaration"), and previously consent to the Tucker Mountain Lodge Condominium Map recorded June 15, 2000 at Reception no. 624612, and hereby consents to the foregoing Amendment and agrees that the Deed of Trust now is and shall at all times continue to be subject and subordinate to the Declaration and the Map as amended by the Amendment.

Notwithstanding the foregoing, the Association's Assessment Lien (as that lien is defined in the Declaration) shall be subject to and subordinate to the lien created by the Deed of Trust.

WELLS FARGO BANK, N.A., as agent for the Lenders

By: [Signature]
Name: John T. Mead, Jr.
Title: Vice President

STATE OF ILLINOIS)

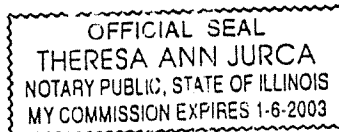
) ss.

COUNTY OF COOK)

On February 5, 2001, before me, Theresa Ann Jurca, personally appeared John T Mead, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires:



[Signature]
Notary



EXHIBIT A

Legal Description of Tucker Mountain Lodge

(See attached legal description)

Tucker Mountain Lodge Property

A TRACT OF LAND BEING A PORTION OF LOT 14, ACCORDING TO THE PLAT OF LOTS 14, 15 AND 16, COPPER MOUNTAIN FILING NO. 3, A SUBDIVISION RECORDED AT RECEPTION NO. 593089 IN THE OFFICE OF THE CLERK AND RECORDER, SUMMIT COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 14, ALSO BEING THE SOUTHWESTERLY CORNER OF LOT 6, COPPER MOUNTAIN FILING NO. 3; THENCE S04°30'00"E A DISTANCE OF 110.99 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE FOLLOWING 28 COURSES:

- 1.) S88°00'00"E A DISTANCE OF 161.83 FEET;
- 2.) N59°11'05"E A DISTANCE OF 53.95 FEET;
- 3.) S88°00'00"E A DISTANCE OF 32.88 FEET;
- 4.) N57°56'16"E A DISTANCE OF 51.22 FEET;
- 5.) S32°03'44"E A DISTANCE OF 2.00 FEET;
- 6.) N57°56'16"E A DISTANCE OF 42.03 FEET TO POINT 'A';
- 7.) S32°03'44"E A DISTANCE OF 73.62 FEET;
- 8.) S57°56'16"W A DISTANCE OF 49.53 FEET;
- 9.) N32°03'44"W A DISTANCE OF 1.75 FEET;
- 10.) S57°56'16"W A DISTANCE OF 63.67 FEET;
- 11.) S32°03'44"E A DISTANCE OF 2.00 FEET;
- 12.) S57°56'16"W A DISTANCE OF 10.42 FEET;
- 13.) N32°03'44"W A DISTANCE OF 14.69 FEET;
- 14.) S57°56'16"W A DISTANCE OF 36.04 FEET;
- 15.) S00°15'41"W A DISTANCE OF 17.79 FEET;
- 16.) N89°44'19"W A DISTANCE OF 9.00 FEET;
- 17.) N00°15'41"E A DISTANCE OF 6.50 FEET;
- 18.) N89°44'19"W A DISTANCE OF 17.68 FEET;
- 19.) S00°15'41"W A DISTANCE OF 28.93 FEET;
- 20.) N89°44'19"W A DISTANCE OF 18.11 FEET;
- 21.) S00°15'41"W A DISTANCE OF 13.33 FEET;
- 22.) N89°44'19"W A DISTANCE OF 47.33 FEET;
- 23.) N00°15'41"E A DISTANCE OF 10.18 FEET;
- 24.) S89°58'36"W A DISTANCE OF 55.92 FEET;
- 25.) N45°17'47"W A DISTANCE OF 16.54 FEET;
- 26.) N00°15'41"E A DISTANCE OF 32.18 FEET;
- 27.) N89°44'19"W A DISTANCE OF 66.85 FEET;
- 28.) N04°03'00"W A DISTANCE OF 76.65 FEET TO THE POINT OF BEGINNING, CONTAINING 36,251 SQUARE FEET OR 0.83 ACRE, MORE OR LESS.

TOGETHER WITH PARCEL B, THE ADDITIONAL SUBTERRANEAN PARKING AREA FOR TUCKER MOUNTAIN LODGE CONDOMINIUM DESCRIBED AS FOLLOWS:

COMMENCING AT POINT 'A' (ABOVE); THENCE S32°03'44"E A DISTANCE OF 6.41 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE FOLLOWING 8 COURSES;

- 1.) N57°56'16"E A DISTANCE OF 13.23 FEET;
- 2.) S32°00'00"E A DISTANCE OF 75.41 FEET;
- 3.) S54°20'41"W A DISTANCE OF 81.99 FEET;
- 4.) N35°39'19"W A DISTANCE OF 15.12 FEET;
- 5.) N57°56'16"E A DISTANCE OF 20.10 FEET;
- 6.) S32°03'44"E A DISTANCE OF 1.75 FEET;
- 7.) N57°56'16"E A DISTANCE OF 49.53 FEET;
- 8.) N32°03'44"W A DISTANCE OF 67.21 FEET TO THE POINT OF BEGINNING, (THE "ADDITIONAL PROPERTY"); LESS AND EXCEPT ALL PORTIONS OF THE ADDITIONAL PROPERTY THAT ARE LOCATED ABOVE THE UNDERGROUND PARKING FACILITY CONSTRUCTED WITHIN SUCH ADDITIONAL PROPERTY (WITH SUCH UNDERGROUND PARKING FACILITY BEING DEEMED TO INCLUDE ALL MEMBRANES APPLIED TO THE EXTERIOR SURFACE OF SUCH UNDERGROUND PARKING FACILITY), INCLUDING WITHOUT LIMITATION ALL SURFACE RIGHTS AND AIR SPACE RIGHTS APPURTENANT TO THE ADDITIONAL PROPERTY, CONTAINING 1,809 SQ. FT. OR 0.04 ACRES, MORE OR LESS.

EXHIBIT B
Map of West Easement
(See attached map)

EASEMENT ACROSS

LOT 14

MOUNTAIN FILING NO. 3

COLORADO

