

448241 10/26/2000 11:36A AMEND DE DAVIS SILVI
1 of 19 R 95.00 D 0.00 N 0.00 PITKIN COUNTY CO

Recorded at _____ o'clock __.M. _____

Reception No. _____ Recorder _____

RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:
Park Circle Condominiums Association, Inc.
P. O. Box 910
Aspen, CO 81612

**FIRST AMENDMENT
TO
CONDOMINIUM DECLARATION
FOR
PARK CIRCLE CONDOMINIUMS**

This First Amendment to Condominium Declaration for Park Circle Condominiums ("Amendment") amends the Condominium Declaration for Park Circle Condominiums (the "Declaration") recorded January 20, 1976 in Book 307 at Page 866 (Reception No. 181022) of the real estate records of Pitkin County, Colorado. Defined terms appearing in this Amendment, including, but not limited to, Owner, Condominium Unit and Project shall, unless otherwise provided herein, have the same definition as set forth in the Declaration.

1. Authority to Amend. Section 13.2, Amendment and Termination of the Declaration provides, in part, as follows:

"Any provision contained in this Declaration may be amended or changed (a) by the recording of a written instrument or instruments specifying the amendment or change executed by Owners who have not less than 70 percent of the total voting power of the Association, or (b) by Declarant any time prior to conveyance of any Condominium Unit."

This Amendment: (i) constitutes the "written instrument" to which reference is made in said Section 13.2 and (ii) has been executed by Owners who have not less than seventy percent (70%) of the total voting power of the Association.

2. Amendments to Declaration.

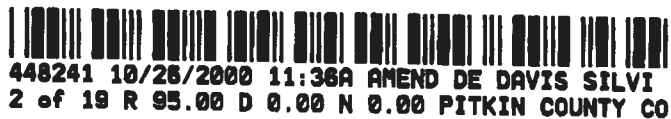
- 2.1 Article III, VARIOUS RIGHTS AND EASEMENTS of the Declaration is amended by the addition thereto of new Section 3.11 as follows:

3.11 Preservation of Project Values. In order to preserve and protect the values of Condominium Units in the Project, no Owner may, by restriction or other instrument however denoted (collectively, a "Restriction"): (i) artificially restrict or limit the maximum price that any Owner may obtain for his, her or its Condominium Unit upon a resale thereof or (ii) discriminate against, limit or exclude, by reason of employment or income, any person who may otherwise purchase a Condominium Unit in the Project or (iii) require that any Owner must occupy or reside in his or her Condominium Unit or prohibit an Owner from renting his or her Condominium Unit. Any Restriction in violation of this Section 3.11 shall be wholly null and void and without any force or effect whatsoever as to the Condominium Unit purported to be bound thereby or any third party purported to be benefitted thereby. Without limitation to any other right or remedy available to the Association or any Owner aggrieved thereby, any Owner who has caused or suffered the recordation of any Restriction in violation of this Section 3.11 hereby irrevocably appoints the Association as his, her or its attorney-in-fact on behalf of such Owner to execute and record in the real estate records an instrument sufficient to fully and forever extinguish and release such Restriction.

2.2 A new Article XIV, Right of First Refusal by Owners is added to the Declaration as follows:

XIV. Right of First Refusal of Owners

14.1 Right of First Refusal. No Owner may sell or lease for more than five (5) years, his, her or its Condominium Unit except in compliance with the provisions hereof. In the event any Owner of a Condominium Unit shall wish to sell or lease for more than five (5) years the same (such Owner is herein called the "Selling Owner") and such Selling Owner shall have received a bona fide offer therefor from a prospective purchaser or tenant that such Owner intends to accept or has accepted subject to this Article (such offer is herein called an "Outside Offer" and the party making the Outside Offer is the "Outside Buyer"), the Selling Owner shall immediately provide to the Association on behalf of all the Owners in the Project other than the Selling Owner (such



Owners being referred to herein as the "Beneficiaries") either (a) a copy of such Outside Offer (in the form of the proposed sales contract or lease along with the name and address of the Outside Buyer) where the Outside Offer is in writing or (b) a written summary of the terms of the Outside Offer, including the name and address of the Outside Buyer, if the Outside Offer was not submitted in writing. Within three (3) business days after receipt thereof, the Association shall send all Beneficiaries a copy of the Outside Offer and each Beneficiary shall have the right, for a period of twenty five (25) days following receipt thereof, to purchase or lease the Condominium Unit on the same terms as set forth in the Outside Offer. In addition, the Association shall also have the right (concurrent with time period provided to the Beneficiaries) to purchase or lease the Condominium on the same terms as set forth in the Outside Offer. Such right to purchase or lease may be exercised by the Association or any one or more of the Beneficiaries by giving written notice thereof (the "Acceptance Notice") to the Association, Selling Owner and Outside Buyer (or, in the case of the Association, by giving written notice thereof to the Beneficiaries, Selling Owner and Outside Buyer) prior to the expiration of said twenty five (25) day period, together with a payment to the Selling Owner, title company or other third party escrow identified in the Outside Offer equal to the amount of earnest money or down payment required by the Outside Offer (or, in the case of a lease, the initial rent payment and/or security deposit required by the Outside Offer). In the event the Association or any of the Beneficiaries shall elect to accept the Outside Offer, the Association or such Beneficiary shall perform under the Outside Offer in the place and stead of the Outside Buyer which performance shall include the assumption of any existing mortgage or obtaining any financing if provided in the Outside Offer. The Association's right to purchase or lease a Condominium Unit hereunder shall be prior and superior to the rights of any Beneficiary hereunder, and any Acceptance Notice given by the Association shall automatically render any Acceptance Notice from any Beneficiary null and void. In the event any Owner shall attempt to sell or lease his, her or its Condominium Unit without affording to the Association or other Owners the right of first refusal herein provided, such sale or lease shall be wholly null and void and shall confer no title or interest whatsoever upon the

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intended purchaser or lessee. The subleasing or subrenting of said interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. In no case shall the right of first refusal reserved herein affect the right of an Owner to subject his, her or its Condominium Unit to a trust deed, mortgage or other security instrument. The failure of or refusal by the Association and Owners to exercise the right to so purchase or lease shall not constitute or be deemed to be a waiver of such right to purchase or lease when an Owner receives any subsequent bona fide offer from a prospective purchaser or tenant.

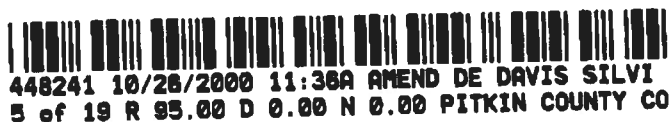
14.2 Multiple Exercise or Right. In the event the Association has not given any Acceptance Notice and two or more of the Beneficiaries shall have given their Acceptance Notice as provided above, the determination of who, among them, shall have the right to purchase or lease the Condominium Unit shall be made as follows: (i) the Beneficiary who provided the earliest Acceptance Notice shall have the right to purchase or lease the Condominium Unit or (ii) If two or more of the first Acceptance Notices are received on same day by the Association, then the Association shall notify such Beneficiaries to submit, within ten (10) days, sealed bids (for not less than the purchase price or rents set forth in the Outside Offer) and the Beneficiary submitting the bid offering the highest purchase price or rent shall have the right to purchase or lease the Condominium Unit.

14.3 Right of First Refusal Notices. Notwithstanding any other provisions of the Declaration to the contrary, all notices to be given pursuant to this Article shall be sent, postage prepaid, by certified mail, return receipt requested and, unless sooner received, each such notice shall conclusively be deemed: (i) "given" on the day when the notice is placed in the U.S. Mails and (ii) "received" three (3) business days following the day the notice is placed in the U.S. Mails. All notices to Owners shall be sent to their addresses as maintained in the records of the Association. All notices to Outside Buyers shall be sent to their addresses in the Outside Offer.

14.4 Exemption from Right of First Refusal. In the event of any default on the part of any Owner under any First Mortgage which entitles

the holder thereof to foreclose same, any sale under such foreclosure, including delivery of a deed to the First Mortgagee in lieu of such foreclosure, shall be made free and clear of the restrictions of this Article, and the purchaser, or grantee under such deed in lieu of foreclosure of such Condominium Unit shall be thereupon and thereafter subject to the provisions of this Declaration. If the purchaser following such foreclosure sale, or grantee under deed given in lieu of such foreclosure, shall be the then holder of the First Mortgage, or its nominee, the said holder or nominee may thereafter sell or convey the Condominium Unit free and clear of the restrictions of this Article but its grantee shall thereupon and thereafter be subject to all of the provisions thereof. The following transfers are also exempt from the restrictions of this Article:

- (a) A lease (including any contemporaneous rights to extend) of more than five (5) years;
- (b) The transfer or conveyance by operation of law or otherwise of the interest of any Owner to any other co-owner of the same Unit, where such co-owners hold title to such Unit as tenants-in-common or as joint tenants;
- (c) The transfer of any Owner's interest by treasurer's deed pursuant to a sale for delinquent taxes;
- (d) The transfer of a deceased Owner's interest to a devisee or devisees by will or his or her heirs under intestacy laws;
- (e) The transfer to the remaining partners or members of all or any part of a partnership or limited liability company membership interest as a result of the withdrawal, death or otherwise for purposes of carrying on the partnership or limited liability company business;
- (f) The transfer of a corporation's interest to the persons formerly owing the stock of the corporation as the result of a dissolution; a transfer to the resulting entity following a corporate merger or consolidation; provided, however, that



at least fifty percent (50%) of the stock of the resulting entity is owned by the stockholders of the corporation formerly owning the Condominium Unit; or

(g) A transfer by gift; provided, however, the donees of such gift shall be notified in writing prior to any such gift and there shall be submitted to the Association within the time required for filing, copies of the state and federal gift tax returns, proof of payment of any gift taxes and a letter from a certified public accountant or lawyer who represents the donor verifying the gift.

14.5 Certificate of Compliance. Upon written request of any prospective transferee, purchaser, tenant or an exiting or prospective Mortgagee of any Condominium Unit, the Association shall, within five (5) business days following receipt of such request, and upon prepayment to Association of the required processing fee set forth below, issue a written and acknowledged certificate in recordable form, evidencing:

(a) With respect to a proposed lease or sale that proper notice was given by the Selling Owner and that neither the Association nor any of the Beneficiaries elected to exercise their option to purchase or lease. (The processing fee for this certificate shall be Fifty and No/100 Dollars [\$50.00]);

(b) With respect to a deed to a first Mortgagee or its nominee, that the deeds were in fact given in lieu of foreclosure and were not subject to the restrictions of this Article. (The processing fee for issuing a certificate under this subparagraph (b) and subparagraph (c) below shall be a minimum of Seventy Five and No/100 Dollars [\$75.00] plus any reasonable attorney and/or accountant fees and costs, if any, incurred by the Association);

(c) With respect to any contemplated transfer which is not in fact a sale or lease or is exempted under Section 14.4 above that the transfer will not be subject to the restrictions of this Article.

(d) Such a certificate shall be conclusive evidence of the facts contained therein.

2.3 Section 13.4 Enforcement and Remedies of the Declaration is deleted and replaced with the following:

13.4 Enforcement and Remedies. In addition to any other remedies herein provided, each provision of this Declaration affecting any Owner or the Condominium Unit of any Owner including but not limited to Section 3.11 and Article XIV shall be enforceable by the Association (or by any Owner where the Association shall fail or refuse to act in a timely fashion) by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages and in any Court proceeding where the Association (or any Owner where the Association does not act in a timely fashion) shall prevail, the Association or Owner as applicable shall also be entitled to recover from the losing party its costs and expenses incurred including reasonable attorney fees.

3. Miscellaneous.

3.1 If any provision of this Amendment is held to be illegal, invalid, or unenforceable such provision shall be fully severable; this Amendment shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Amendment and the remaining provisions of this Amendment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Amendment. Furthermore, in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Amendment (and in such form and content as the Association shall determine) a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

3.2 A facsimile, telecopy or other reproduction of this Amendment may be executed by the Owners and shall be considered valid, binding and effective for all purposes. At the request of any Owner, all Owners agree to execute an original of the Amendment as well as any facsimile, telecopy or other reproduction.

3.3 This Amendment may be executed in several counterparts and, after execution and as executed, shall constitute one instrument or document

binding on all of the Owners, notwithstanding that all of the Owners are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the undersigned Owners of Condominium Units in the Park Circle Condominiums having not less than seventy percent (70%) of the total voting power of the Association have duly executed this Amendment.

Kim Jennifer Speck
Kim Jennifer Speck
Owner Unit C-1, Park Circle Condominiums
425 Park Circle, Aspen

Constance A. Fisher
Constance A. Fisher
a/k/a Constance A. Fischer
Owner Unit A-2, Park Circle
Condominiums
427 Park Circle, Aspen

Carl F. Bentley
Carl F. Bentley
Owner Unit C-2, Park Circle Condominiums
427 Park Circle, Aspen

Kathleen Kriebel
Kathleen Kriebel
Owner Unit A-3, Park Circle
Condominiums
429 Park Circle, Aspen

Linda L. E. Smlsek
Linda L. E. Smlsek
Owner Unit C-3, Park Circle Condominiums
429 Park Circle, Aspen

Halbert L. Mork Trustee of the Halbert L. Mork Family Trust Dated August 31, 1993
Halbert L. Mork Trustee of the Halbert L. Mork Family Trust Dated August 31, 1993
Owner Unit B-2, Park Circle Condominiums
427 Park Circle, Aspen

Kathleen M. Smith
Kathleen M. Smith
Owner Unit C-4, Park Circle Condominiums
431 Park Circle, Aspen

Tong Khon Luu,
Tong Khon Luu,
by his Attorney-In-Fact Tony Luu
Owner Unit B-3, Park Circle Condominiums
429 Park Circle, Aspen

Ester T. Day
Ester T. Day
Owner Unit B-4, Park Circle Condominiums
431 Park Circle, Aspen

Isabel T. Day
Isabel T. Day
Owner Unit B-4, Park Circle Condominiums
431 Park Circle, Aspen

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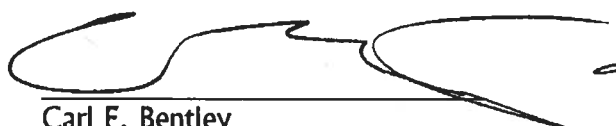


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IN WITNESS WHEREOF, the undersigned Owners of Condominium Units in the Park Circle Condominiums having not less than seventy percent (70%) of the total voting power of the Association have duly executed this Amendment.

Kim Jennifer Speck
Owner Unit C-1, Park Circle Condominiums
425 Park Circle, Aspen

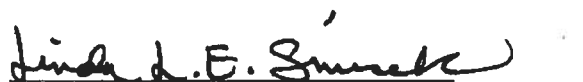
Constance A. Fisher
a/k/a Constance A. Fischer
Owner Unit A-2, Park Circle
Condominiums
427 Park Circle, Aspen




Carl F. Bentley
Owner Unit C-2, Park Circle Condominiums
427 Park Circle, Aspen



Kathleen Kriebel
Owner Unit A-3, Park Circle
Condominiums
429 Park Circle, Aspen

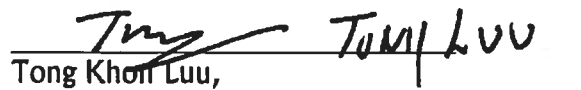


Linda L. E. Smisek
Owner Unit C-3, Park Circle Condominiums
429 Park Circle, Aspen



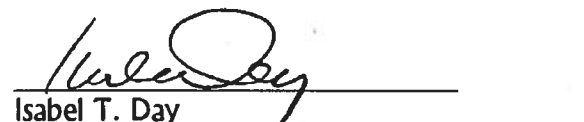
Halbert L. Mork Trustee of the Halbert L.
Mork Family Trust Dated August 31, 1993
Owner Unit B-2, Park Circle Condominiums
427 Park Circle, Aspen

Kathleen M. Smith
Owner Unit C-4, Park Circle Condominiums
431 Park Circle, Aspen



Tony Luu,
by his Attorney-In-Fact Tony Luu
Owner Unit B-3, Park Circle Condominiums
429 Park Circle, Aspen

Ester T. Day
Owner Unit B-4, Park Circle Condominiums
431 Park Circle, Aspen



Isabel T. Day
Owner Unit B-4, Park Circle Condominiums
431 Park Circle, Aspen

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IN WITNESS WHEREOF, the undersigned Owners of Condominium Units in the Park Circle Condominiums having not less than seventy percent (70%) of the total voting power of the Association have duly executed this Amendment.

Kim Jennifer Speck
Owner Unit C-1, Park Circle Condominiums
425 Park Circle, Aspen

Constance A. Fisher
a/k/a Constance A. Fischer
Owner Unit A-2, Park Circle
Condominiums
427 Park Circle, Aspen

Carl F. Bentley
Owner Unit C-2, Park Circle Condominiums
427 Park Circle, Aspen

Kathleen Kriebel
Owner Unit A-3, Park Circle
Condominiums
429 Park Circle, Aspen

Linda L. E. Smisek
Owner Unit C-3, Park Circle Condominiums
429 Park Circle, Aspen

Halbert L. Mork Trustee of the Halbert L.
Mork Family Trust Dated August 31, 1993
Owner Unit B-2, Park Circle Condominiums
427 Park Circle, Aspen

Kathleen M. Smith

Kathleen M. Smith
Owner Unit C-4, Park Circle Condominiums
431 Park Circle, Aspen

Tong Khon Luu,
by his Attorney-In-Fact Tony Luu
Owner Unit B-3, Park Circle Condominiums
429 Park Circle, Aspen

Ester T. Day
Owner Unit B-4, Park Circle Condominiums
431 Park Circle, Aspen

Isabel T. Day
Owner Unit B-4, Park Circle Condominiums
431 Park Circle, Aspen

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OCT. 24. 2000 1:10PM

binding on all of the Owners, notwithstanding that all of the Owners are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the undersigned Owners of Condominium Units in the Park Circle Condominiums having not less than seventy percent (70%) of the total voting power of the Association have duly executed this Amendment.

Kim Jennifer Speck
Owner Unit C-1, Park Circle Condominiums
425 Park Circle, Aspen

Constance A. Fisher
a/k/a Constance A. Fischer
Owner Unit A-2, Park Circle
Condominiums
427 Park Circle, Aspen

Carl F. Bentley
Owner Unit C-2, Park Circle Condominiums
427 Park Circle, Aspen

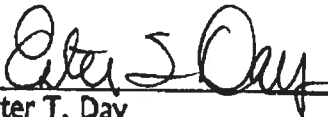
Kathleen Kriebel
Owner Unit A-3, Park Circle
Condominiums
429 Park Circle, Aspen

Linda L. E. Smisek
Owner Unit C-3, Park Circle Condominiums
429 Park Circle, Aspen

Halbert L. Mork Trustee of the Halbert L.
Mork Family Trust Dated August 31, 1993
Owner Unit B-2, Park Circle Condominiums
427 Park Circle, Aspen

Kathleen M. Smith
Owner Unit C-4, Park Circle Condominiums
431 Park Circle, Aspen

Tong Khon Luu,
by his Attorney-In-Fact Tony Luu
Owner Unit B-3, Park Circle Condominiums
429 Park Circle, Aspen



Ester T. Day
Owner Unit B-4, Park Circle Condominiums
431 Park Circle, Aspen

Isabel T. Day
Owner Unit B-4, Park Circle Condominiums
431 Park Circle, Aspen

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binding on all of the Owners, notwithstanding that all of the Owners are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the undersigned Owners of Condominium Units in the Park Circle Condominiums having not less than seventy percent (70%) of the total voting power of the Association have duly executed this Amendment.

Kim Jennifer Speck
Owner Unit C-1, Park Circle Condominiums
425 Park Circle, Aspen

Constance Fisher

Constance A. Fisher
a/k/a Constance A. Fischer
Owner Unit A-2, Park Circle
Condominiums
427 Park Circle, Aspen

Carl F. Bentley
Owner Unit C-2, Park Circle Condominiums
427 Park Circle, Aspen

Kathleen Kriebel
Owner Unit A-3, Park Circle
Condominiums
429 Park Circle, Aspen

Linda L. E. Smisek
Owner Unit C-3, Park Circle Condominiums
429 Park Circle, Aspen

Halbert L. Mork Trustee of the Halbert L.
Mork Family Trust Dated August 31, 1993
Owner Unit B-2, Park Circle Condominiums
427 Park Circle, Aspen

Kathleen M. Smith
Owner Unit C-4, Park Circle Condominiums
431 Park Circle, Aspen

Tong Khon Luu,
by his Attorney-in-Fact Tony Luu
Owner Unit B-3, Park Circle Condominiums
429 Park Circle, Aspen

Ester T. Day
Owner Unit B-4, Park Circle Condominiums
431 Park Circle, Aspen

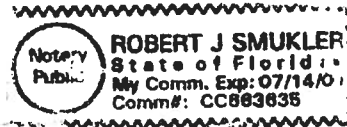
Isabel T. Day
Owner Unit B-4, Park Circle Condominiums
431 Park Circle, Aspen

[Notary Acknowledgments on Following Page]

Notary Public in and for the State of Colorado



STATE OF Florida)
) ss.
COUNTY OF Broward)



SUBSCRIBED AND SWORN to before me this 25 day of October, 2000,
by Kim Jennifer Speck, Owner Unit C-1, Park Circle Condominiums, 425 Park Circle, Aspen.

WITNESS my hand and official seal.
My commission expires:

ID# 92-220-0587
Drivers Colorado

Robert J Smukler
Notary Public

[SEAL]

STATE OF _____)
) ss.
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2000,
by Carl F. Bentley, Owner Unit C-2, Park Circle Condominiums, 427 Park Circle, Aspen.

WITNESS my hand and official seal.
My commission expires:

Notary Public

[SEAL]

STATE OF _____)
) ss.
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2000,
by Constance A. Fisher a/k/a Constance A. Fischer, Owner Unit A-2, Park Circle
Condominlums, 427 Park Circle, Aspen.

WITNESS my hand and official seal.
My commission expires:

Notary Public

[SEAL]

STATE OF _____)
) ss.
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2000,
by Kim Jennifer Speck, Owner Unit C-1, Park Circle Condominiums, 425 Park Circle, Aspen.

WITNESS my hand and official seal.
My commission expires:

[SEAL]

Notary Public

STATE OF Colorado)
) ss.
COUNTY OF Pitkin)

SUBSCRIBED AND SWORN to before me this 24 day of October, 2000,
by Carl F. Bentley, Owner Unit C-2, Park Circle Condominiums, 427 Park Circle, Aspen.

WITNESS my hand and official seal.
My commission expires:

MY COMMISSION EXPIRES
4/7/01

[SEAL]

MaryAnn Lemaudi
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2000,
by Constance A. Fisher a/k/a Constance A. Fischer, Owner Unit A-2, Park Circle
Condominiums, 427 Park Circle, Aspen.

WITNESS my hand and official seal.
My commission expires:

[SEAL]

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2000,
by Kim Jennifer Speck, Owner Unit C-1, Park Circle Condominlums, 425 Park Circle, Aspen.

WITNESS my hand and official seal.
My commission expires:

[SEAL]

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2000,
by Carl F. Bentley, Owner Unit C-2, Park Circle Condominlums, 427 Park Circle, Aspen.

WITNESS my hand and official seal.
My commission expires:

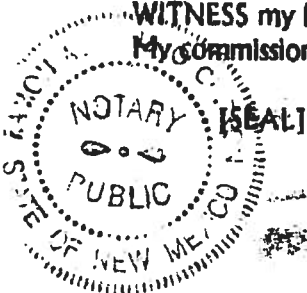
[SEAL]

Notary Public

STATE OF New Mexico)
) ss.
COUNTY OF Santa Fe)

SUBSCRIBED AND SWORN to before me this 24th day of October, 2000,
by Constance A. Fisher a/k/a Constance A. Fischer, Owner Unit A-2, Park Circle
Condominlums, 427 Park Circle, Aspen.

WITNESS my hand and official seal.
My commission expires: 6/03/03



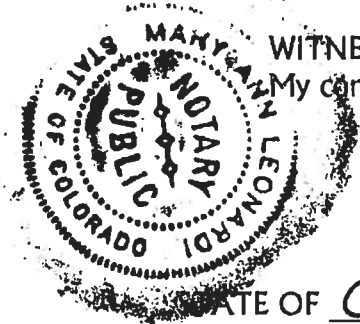
[Signature]
Notary Public
exp 6/03/03

M:\Users\carol\My Documents\Garfield Circle Condo\doc\NewMexico02.upd



STATE OF Colorado)
) ss.
COUNTY OF Pitkin)

SUBSCRIBED AND SWORN to before me this 24 day of October, 2000,
by Halbert L. Mork Trustee of the Halbert L. Mork Family Trust Dated August 31, 1993, Owner
Unit B-2, Park Circle Condominiums, 427 Park Circle, Aspen.



WITNESS my hand and official seal.
My commission expires: MY COMMISSION EXPIRES
4/7/01

[SEAL]

Mary Ann Leonard
Notary Public

STATE OF Colorado)
) ss.
COUNTY OF Pitkin)

SUBSCRIBED AND SWORN to before me this 24 day of October, 2000,
by Kathleen Kriebel, Owner Unit A-3, Park Circle Condominiums, 429 Park Circle, Aspen.



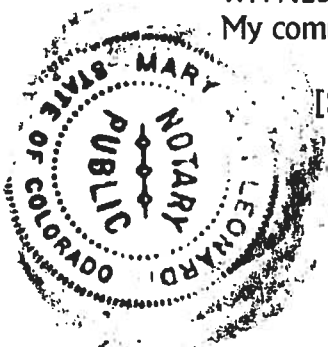
WITNESS my hand and official seal.
My commission expires: MY COMMISSION EXPIRES
4/7/01

[SEAL]

Mary Ann Leonard
Notary Public

STATE OF Colorado)
) ss.
COUNTY OF Pitkin)

SUBSCRIBED AND SWORN to before me this 24 day of October, 2000,
by Tong Khon Luu, by his Attorney-In-Fact Tony Luu, Owner Unit B-3, Park Circle
Condominiums, 429 Park Circle, Aspen.



WITNESS my hand and official seal.
My commission expires: MY COMMISSION EXPIRES
4/7/01

[SEAL]

Mary Ann Leonard
Notary Public

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STATE OF Colorado)
) ss.
COUNTY OF Pitkin)

SUBSCRIBED AND SWORN to before me this 24 day of October, 2000,
by Linda L. E. Smisek, Owner Unit C-3, Park Circle Condominiums, 429 Park Circle, Aspen.



WITNESS my hand and official seal.

My commission expires: MY COMMISSION EXPIRES
4/7/01

[SEAL]

Mary Ann Leonard
Notary Public

STATE OF Colorado)
) ss.
COUNTY OF Pitkin)

SUBSCRIBED AND SWORN to before me this 24 day of October, 2000,
by Isabel T. Day, Owner Unit B-4, Park Circle Condominiums, 431 Park Circle, Aspen.



WITNESS my hand and official seal.

My commission expires: MY COMMISSION EXPIRES
4/7/01

[SEAL]

Mary Ann Leonard
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2000,
by Ester T. Day, Owner Unit B-4, Park Circle Condominiums, 431 Park Circle, Aspen.

WITNESS my hand and official seal.

My commission expires:

[SEAL]

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2000,
by Linda L. E. Smisek, Owner Unit C-3, Park Circle Condominiums, 429 Park Circle, Aspen.

WITNESS my hand and official seal.
My commission expires:

[SEAL]

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2000,
by Isabel T. Day, Owner Unit B-4, Park Circle Condominiums, 431 Park Circle, Aspen.

WITNESS my hand and official seal.
My commission expires:

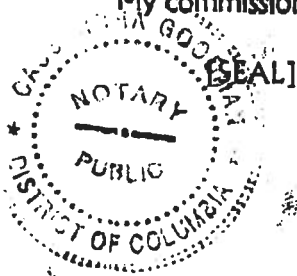
[SEAL]


Notary Public

STATE OF washington)
) ss.
COUNTY OF dc)

SUBSCRIBED AND SWORN to before me this 24 day of october, 2000,
by Ester T. Day, Owner Unit B-4, Park Circle Condominiums, 431 Park Circle, Aspen.

WITNESS my hand and official seal.
My commission expires:





Notary Public

CASSANDRA GOODMAN
NOTARY PUBLIC
WASHINGTON
MY COMMISSION EXPIRES 5/31/2004

448241 10/26/2000 11:38A AMEND DE DAVIS SILVI
18 of 19 R 95.00 D 0.00 N 0.00 PITKIN COUNTY CO

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

SUBSCRIBED AND SWORN to before me this ²⁷~~24~~ day of October, 2000,
by Kathleen M. Smith, Owner Unit C-4, Park Circle Condominiums, 431 Park Circle, Aspen.

WITNESS my hand and official seal.
My commission expires:

[SEAL]



Margaret Kruglov
Notary Public

448241 10/26/2000 11:36A AMEND DE DAVIS SILVI
19 of 19 R 95.00 D 0.00 N 0.00 PITKIN COUNTY CO