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DECLAR
Janice K. Vos Caudill, Pitkin County, CO
CONDOMINIUM DECLARATION

FOR

SMUGGLER HUNTER TRUST CONDOMINIUMS

Aspen, Colorado

KNOW ALL MEN BY THESE PRESENTS that Maureen Kinney and Scott Hicks ("Kinney-Hicks"), do hereby declare and adopt the following Condominium Declaration (the "Declaration"); which shall run with the land and be binding upon all parties acquiring any interest therein or thereto.

ARTICLE I-RECITALS

Section 1.1. The Property. The real property submitted to this Declaration, including all easements, rights-of-way and appurtenances thereto and the buildings and improvements erected thereon, owned by Kinney-Hicks, located in the City of Aspen, County of Pitkin, Colorado, and is described as follows:

THE SMUGGLER HUNTER TRUST CONDOMINIUMS (the "Property") the address of which is 02, 04, and 06 Williams Way, Aspen, Colorado

Section 1.2. The Community. Smuggler Hunter Trust Condominiums shall consist of two residential units and shall constitute a common interest community within the meaning of the Colorado Common Interest Ownership Act §§38-33.3-101, *et seq.* of the Colorado Revised Statutes, as it may be amended from time to time (the "Act"). The Property will constitute a "condominium," within the meaning of the Act. The Property is located, in its entirety, within Pitkin County, Colorado. This community contains only two units and it is not subject to development rights. Therefore, pursuant to C.R.S. § 38-33.3-116(2), this community is not subject to the Act except as specifically required therein.

Section 1.3. The Name of the Community. The name of the common interest community is Smuggler Hunter Trust Condominium Homeowner's Association.

Section 1.4. The Name of the Association. The name of the Association that shall manage the Community in accordance with the provisions of this Declaration and the Act is Smuggler Hunter Trust Condominiums.

Section 1.5. The Condominium Map. The Development is depicted on the Condominium Map of Smuggler Hunter Trust Condominiums, recorded as Reception No. 606553, in Plat Book 105 at Page 45-46 of Pitkin County, Colorado.

Section 1.6. Number of Units and Residences. The community shall be comprised of two Units as shown on the Condominium Map. Unit 1 shall include one free-market residence

and one Employee Dwelling Unit. Unit 2 shall include one Category 4 deed restricted residential unit.

Section 1.7. The Purpose. The purpose of this Declaration is to create a common interest community under the name of Smuggler Hunter Trust Condominiums, which in portions of said Property will be designated for separate ownership and use by means of the condominium form of ownership, for residential purposes and to further the interests of the Community, to protect and enhance the property values, to set forth Declarants' reserved development rights to otherwise effectuate the terms and provisions of the Act.

ARTICLE II – DEFINITIONS

The following shall have the following meanings when used herein unless the context otherwise requires:

Section 2.1. Act. The "Act" means the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, *et seq.*

Section 2.2. Association. "Association" means and refers to Smuggler Hunter Trust Condominium Association, a Colorado nonprofit corporation.

Section 2.3. Common Elements. "Common Elements" means and includes all parts of the Property, grounds, improvements, installations and facilities which are not included within the Units.

Section 2.4. Common Expenses. "Common Expenses" means and refers to expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

Section 2.5. Common Interest Community. "Common Interest Community" means Smuggler Hunter Trust Condominiums, including both Units, together with all Improvements and other amenities now or hereafter located thereon, and together with all easements, rights, appurtenances and privileges belonging or in any way pertaining thereto.

Section 2.6. Community. "Community" means and includes all the Property submitted to this Declaration.

Section 2.7. Deadlock. "Deadlock" means any situation in which one Owner votes for or against a proposition and the other Owner votes differently or refuses to vote, concerning any decision for which a decision by the Owners is required (not merely permitted) pursuant to this Declaration or the Act.

Section 2.8. General Common Elements. "General Common Elements" means that portion of the Common Elements which are allocated by the Declaration or the Condominium Map for the use of all of the Units.

Section 2.9 Household Pets. "Household Pets" means generally recognized household pets such as dogs, cats, fish, birds, rodents, and non-poisonous reptiles.

Section 2.10. Condominium Map. "Condominium Map" means the Condominium Map of Smuggler Hunter Trust Condominiums, referenced in Section 1.5. above, and any supplements thereto filed as phases of development thereof occur.

Section 2.11. Housing Authority. "Housing Authority" means the Aspen/Pitkin County Housing Authority ("APCHA").

Section 2.12. Improvement. "Improvement" shall mean all structures and any appurtenances thereto of every type or kind, including, but not limited to, dwelling units, buildings, outbuildings, swimming pools, patio covers, awnings, painting of any exterior surfaces of any visible structure, additions, walkways, outdoor sculptures or artwork, sprinkler pipes, garages, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, fixtures, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior tanks, solar equipment, exterior air conditioning and water softener fixtures.

Section 2.13. Improvement to Property. "Improvement to Property" shall mean any Improvement, change, alteration or addition to any property within the Community Area. "Improvement to Property" shall include, but not be limited to those improvements more particularly described in Section 4 of this Declaration.

Section 2.14. Limited Common Elements. "Limited Common Elements" means that portion of the Common Elements allocated by the Declaration or the Condominium Map for the exclusive use of one or more, but fewer than all of the Units.

Section 2.15. Lot. "Lot" shall mean any lot within the Community Area which is shown upon any Recorded Plat, Supplemental Plat, or any other parcel of land which may be sold or conveyed without violation of the provisions of Colorado law pertaining to the subdivision of land. For purposes of conforming the terms and provisions of this Declaration,, the term "Lot" shall be analogous to the term "Unit," as that term is defined in the Act.

Section 2.16. Mortgage. "Mortgage" means and refers to any mortgage, deed of trust or other security instrument by which a Unit or any part thereof is encumbered.

Section 2.17. Mortgagee. "Mortgagee" means and refers to any person or entity named as a mortgagee or beneficiary under any deed of trust or mortgage under which the interest of any Owner is encumbered.

Section 2.18. Owner. "Owner" or "Unit Owner" means and refers to any person or entity, at any time owning Unit 1 or Unit 2.

Section 2.19. Property. "Property" means the property described in Section 1.1 above, all of which is submitted to this Declaration, after the conveyance of Unit 2 to APCHA.

Section 2.20. Rules and Regulations. "Rules and Regulations" shall mean rules and regulations adopted by the Board, as provided in this Declaration.

Section 2.21. Unit. "Unit" or "Units" mean Unit 1 and/or Unit 2, Smuggler Hunter Trust Condominiums, as shown on the Condominium Map as the same may be amended from time to time.

Section 2.22. "Unit 1" - Free-Market Residential Unit and Employee Dwelling Unit. Unit 1 shall at all times be a free-market Unit including a free-market main residence and an Employee Dwelling Unit (the "EDU"). The EDU shall be subject to the limitations and requirements of the Occupancy Deed Restriction and Agreement for an Employee Dwelling Unit ("EDU Deed Restriction") recorded as Reception No. 606551, of the records of Pitkin County, Colorado. The EDU shall be Part of Unit 1 and owned by the owner thereof and shall not be condominiumized without the approval of the Association, the City of Aspen, Colorado, and the Aspen/Pitkin County Housing Authority.

Section 2.23. "Unit 2" - Category 4 Affordable Housing. Unit 2 shall at all times be an affordable housing unit subject to the limitations and requirements of the Deed Restriction Agreement for the Occupancy and Resale of 06 Williams Way, Aspen, Colorado. Smuggler Hunter Trust Condominiums (the "Category 4 Deed Restriction"), recorded as Reception No. 606552, of the records of Pitkin County, Colorado.

ARTICLE III – CONDOMINIUM OWNERSHIP

Section 3.1. Separate Interests. The Property shown on the Condominium Map is hereby divided into Common Elements and separate fee simple interests in the individual Units depicted thereon. The ownership of a Unit includes and is subject to the easements, rights, and obligations created by this Declaration and the Bylaw of the Association.

Section 3.2. Title. Title to Unit 1 may be held or owned by any person or entity in any manner by which title to any other real property may be held or owned in the State of Colorado. Title to and use and occupancy of Unit 2, after the initial conveyance thereof by Kinney-Hicks, the Declarants, to APCHA, is limited exclusively to natural persons. Unit 2 may only be used for residential purposes and may only be sold and resold pursuant to the terms of the Category 4 Deed Restriction.

Section 3.3. Enjoyment of Common Elements. As of the date of adoption of this Declaration, there are no General Common Elements. Subject to the limitations contained in this Declaration, each Owner shall have the exclusive right to use and enjoy those Limited Common Elements designated by the Condominium Map or this Declaration as appurtenant to his Unit.

Section 3.4. Inseparability. Every conveyance, transfer, gift, devise, encumbrance, or other disposition of a Unit, or any part thereof (other than an undivided interest in the whole), shall be presumed to be a conveyance, transfer, gift, devise, encumbrance, or disposition, as the

case may be, of the entire Unit, together with all appurtenant rights created by this Declaration. No part of a Unit or of the legal rights appurtenant thereto may be separated from any other part thereof.

Section 3.5. No Partition. No Owner may bring any action for partition of the Common Elements.

Section 3.6. Separate Titles and Taxation. Each Unit, together with its interest in the Limited Common Elements, constitutes for all purposes a separate parcel of real estate and must be separately assessed and taxed. Upon the filing for recordation of this Declaration and the Condominium Map, Kinney-Hicks shall deliver a copy of such filing to the Assessor of Pitkin County, Colorado. Thereafter, all taxes, assessments, and other charges of the State, or any political subdivision, or of any special improvement district, or of any other taxing or assessing authority shall be assessed against and collected on Each Unit, each of which shall be carried on the tax rolls as a separate and distinct parcel for that purpose. No forfeiture or sale of any Unit for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title of the other Units.

Section 3.7. Mechanic's Lien Rights. No labor performed or materials furnished for use in connection with any Unit with the consent or at the request of an Owner, an Owner's agent, or subcontractor shall create any Mechanic's Lien against the Unit of or any other owner, or against any interest in the Limited Common Elements.

Section 3.8. Description of Units. Every deed for the conveyance of a Unit and every other instrument affecting title to a Unit shall identify the county in which the Unit is located and may describe that Unit by the number shown on the Condominium Map with appropriate reference to the Condominium Map and to this Declaration, as each shall appear in the records of Pitkin County, Colorado, in the following fashion:

Unit 1 or Unit 2 SMUGGLER HUNTER TRUST CONDOMINIUMS,
according to the Condominium Map recorded as Reception No. 606553
and subject to the Condominium Declaration therefore recorded as Reception
No. 606554 of the Pitkin County, Colorado, Records.

Section 3.9 Unit Boundaries. The boundaries of each Unit are shown on the Condominium Map.

Section 3.10. Violation of Law, Insurance, Etc. No Owner or Occupant or Person shall do any act or cause or permit anything to be done or kept in or upon a Lot or a residence constructed thereon, or the Association Property, which would result in the increase of, or cancellation of, insurance maintained by the Association, if any, or would be in violation of any federal, state, County or other law, ordinance, regulation or code of any governmental body having jurisdiction, or of any Rule or Regulation promulgated by the Association, if any, or of any provision of this Declaration or of the Design Guidelines, if any.

Section 3.11. General Maintenance of Common Interest Community. All property within the Common Interest Community, including Improvements, and landscaping, shall be kept and maintained in a clean and attractive condition and in good order, condition and repair.

(a) Except as specifically set forth in this Section 3.11 and/or Article V, maintenance, repair, and upkeep of each Lot and Improvements thereon (including attractive painting and refinishing thereof at regular intervals) and the Limited Common Elements, shall be the responsibility of the Owner of the Unit. Such maintenance and repair shall be performed by each Owner whenever necessary or appropriate and at regular intervals in order to keep the Lot and Improvements in substantially the same condition and appearance as existed at the time of completion of construction, subject to normal wear and tear that cannot be avoided. Said Owner obligations shall include all maintenance, repair or replacement required as a consequence of any fire, wind, vandalism, theft or other casualty. With respect to a Unit, this maintenance obligation extends to all lands and landscaping within the Lot lines, and includes without limitation the landscaping maintenance and weed control obligations set forth in Section 7.18 below. Unightly conditions, as determined by the Board in the exercise of its reasonable judgment, shall constitute a nuisance under this Declaration.

(b) Each private driveway (as built) between an access road and the residence on a Lot shall be maintained, and repaired and improved by the Owner of the Lot at such Owner's cost and expense.

(c) The individual Owners and the Association shall each use a reasonable standard of care in providing for the repair, management and maintenance of the properties for which they are responsible so that the entire Common Interest Community will reflect a pride of ownership.

(d) If an Owner fails to perform any of such obligations within ten (10) days following receipt of a written notice from the Board requesting the same, the Board shall have the right to enter upon the Lot of the Owner to cure the violation, to perform any needed repairs or maintenance, or to otherwise cause compliance with this Section, and to levy and collect a Reimbursement Assessment upon the Owner and its Lot for the costs and expenses incurred by the Association in connection therewith. The Board shall have no right to enter into the interior of a residence without the consent of the Owner except in the case of a clear emergency.

ARTICLE IV –EASEMENTS; ENCROACHMENTS

Section 4.1. Condominium Map Dedications. In addition to the easements described in this Article IV and elsewhere in this Declaration, all dedicated easements described in the attached Exhibit A and/or shown on the Condominium Map or provided herein are hereby dedicated or reserved for the purposes intended.

Section 4.2. Enjoyment and Access. Each Owner shall have a non-exclusive right and an easement appurtenant to such Owner's Unit for the enjoyment and use of the Limited Common Elements appurtenant to said Unit, including an easement for ingress and egress for pedestrian traffic over, through, and across sidewalks, paths, walks, and lanes as the same may from time to

time exist upon the Common Elements and for pedestrian and vehicle traffic over, through, and across such areas and intended for such purposes.

Section 4.3. Utilities. The Property shall be subject to a blanket easement in favor of the Association over, across, and through the Common Elements to install, repair, replace, and maintain all utilities, including, without limitation, water, sewer, gas, telephone, electricity, telecommunications and internet services and cable TV ("utility service lines"). The Units themselves shall be subject to easements in favor of the Association to maintain, repair, replace, or reconstitute common utility service lines, fixtures, equipment and facilities serving the Units and/or the Common Elements.

Section 4.4. Maintenance of General Common Elements. The General Common Elements, and to the extent necessary, the Units themselves, shall be subject to a non-exclusive right of the Association, including its agents, employees, contractors, and subcontractors, as may be necessary or appropriate, for maintenance and repairs and the performance of such other duties and functions as the Association is permitted or obligated to perform under this Declaration.

Section 4.5. Utility Easement. The Owner of Unit 1 shall have an easement over Unit 2 for access to, and maintenance and operation of, the irrigation system serving Unit 1 which is located on Unit 2 (the "Utility Easement"). In exercising its easement rights, the Owner of Unit 1 shall not interfere with the use and enjoyment of Unit 2. The Owner of Unit 1 shall provide reasonable notice to the Owner of Unit 2 in advance of any maintenance or operations requiring the exercise of the easement over Lot 2 and shall restore Lot 2 to its prior condition following such maintenance and operation.

Section 4.6. EDU Unit. There is hereby created right of access over Unit 1 for the benefit of occupant(s) of the EDU for ingress and egress from the EDU to Williams Way. The Owner of Lot 1 shall provide one parking space on Lot 1 for the occupant(s) of the EDU. The right of access and parking space shall be in the locations shown on the Condominium Map.

ARTICLE V – MAINTENANCE, REPAIRS AND ALTERATIONS

Section 5.1 Owner's Responsibility. Subject to the terms of this Declaration including, without limitation, Sections 5.2 and 5.3 below, and any applicable codes, laws, rules and regulations including, without limitation, any regulations of the Aspen Historic Preservation Commission, an Owner shall be deemed to own, and shall have the right and the obligation to maintain, repair, alter and remodel, such owner's Unit and any and all additions to such Unit hereafter made, including any new fence or other structure enclosing a patio, balcony, yard or deck area, the Limited Common Elements reserved for the exclusive use of the Owner of the Unit (as shown on the Plat), and all of the improvements located on the Unit. Each Owner shall, at such Owner's sole cost and expense:

- i. keep and maintain in good order and repair the equipment and that portion of the Infrastructure located in such Owner's Unit, which serve that Unit *exclusively*;

ii. replace any finishing or other materials removed from any Unit with materials of similar type, kind and quality (and in compliance with the Aspen Historic Preservation Commission and any other applicable codes, laws, rules and regulations);

iii. maintain the interior of each Unit in a clean, safe and attractive condition and in good repair, including the fixtures, doors and windows thereof, the improvements affixed thereto, and that portion of the roof serving such Unit;

iv. maintain in a neat and clean condition all the decks, yard, porches, roof, balconies or patio areas, which have elsewhere in this Declaration been reserved to the exclusive use of such Owner, including the Limited Common Elements that have been so reserved.

Section 5.2. Material Changes. Notwithstanding anything to the contrary contained herein, without the prior written consent of all Owners, no Owner shall: (a) make any changes or alterations of any type or kind to the exterior surfaces of such Owner's Unit, including any doors or windows, or (b) make any modification or alteration to the appearance, exterior lighting, or color scheme of the exterior of the portion of such Owner's Unit, or (c) make any changes or alterations of any type or kind to the landscaping located on such Owner's Unit, in each case that would be reasonably likely to materially and adversely affect the appearance of such Owner's Unit (each a "Material Change"). To the extent an Owner desires to remodel, rebuild or otherwise reconstruct in any way such Owner's Unit, or any portion thereof, that would result in a Material Change, no such action may occur until such time as the Owner desiring such action has submitted to the other Owner written notice of the proposed Material Change in accordance with the notice provision set forth hereinafter together with detailed plans with adequate information on the proposed size, materials, colors and other significant matters related to the Material Change and received the approval of such plans by the other Owner in writing. To the extent such plans are so submitted and no written response is received within thirty (30) calendar days after providing the plans to the other Owner, such proposed Material Change shall be deemed approved by the other Owner. If an Owner provides written notice of disapproval of the plans so submitted within the 30-day period, then the Owner desiring to make the Material Change shall not be permitted to make the Material Change described in the plans; provided, however, such notice of disapproval shall reference specific grounds for the disapproval such that the affected Owner may address any concerns and re-request approval accordingly.

Section 5.3. Non-Material Changes. Notwithstanding anything to the contrary contained herein, an Owner may (a) make a change or alteration to the exterior surfaces of such Owner's Unit, including any doors or windows, or (b) modify or alter the appearance or color scheme of the exterior of such Owner's Unit without the prior consent of the other Owner so long as such change or alteration would not be reasonably likely to materially and adversely affect the appearance of such Owner's Unit (a "Non-Material Change"). Nevertheless, at least fifteen (15) calendar days prior to making any Non-Material Change, the Owner proposing the work shall provide the other Owner with notice of the proposed Non-Material Change in accordance with the notice provision set forth hereinafter together with detailed plans with adequate information on the proposed size, materials, colors and other significant matters related to the Non-Material Change. If any Owner reasonably believes that the change proposed in the plans is actually a Material Change, rather than a Non-Material Change, which such Owner disapproves, then such

Owner shall provide written notice (“Notice of Disagreement”) of such disapproval to the other Owner within seven (7) calendar days of receipt of the proposed plans in accordance with the notice provision set forth hereinafter. If a Notice of Disagreement is received, the Owner desiring to make the Non-Material Change shall not make the Non-Material Change described in the plans unless and until such time as the arbitration referenced under Section 5.4 below has concluded and the decision of the Independent Architect permits the Non-Material Change to be executed.

Section 5.4. Disagreement over Changes. If the Owners disagree over whether any proposed change or alteration would be a Material Change or a Non-Material Change, then the disagreement shall be resolved by binding arbitration pursuant to the following provisions. The Owners shall agree within seven (7) calendar days of receipt by an Owner of a Notice of Disagreement on a neutral, independent architect with at least 10 years of experience designing residences within the Aspen/Pitkin County market and who is willing to act as the arbitrator between the Owners (the “Independent Architect”). If the parties cannot agree on the Independent Architect, the parties shall have the Independent Architect appointed by the current president of the Aspen Board of Realtors. Within ten (10) calendar days after the Independent Architect has been chosen, the Owners will provide the Independent Architect with a copy of the plans for the proposed change or alteration and each Owner will provide the Independent Architect with a written position statement explaining why such Owner believes the proposed change or alteration is a Material Change or a Non-Material Change. The Owners will instruct the Independent Architect to make a written decision within ten (10) calendar days thereafter. The decision of the Independent Architect as to whether the proposed change is a Material Change or a Non-Material Change shall be final and binding on the Owners. The Owners shall evenly split the fee charged by the Independent Architect.

Section 5.5. Owner’s Duties - Units and Limited Common Elements. Each Owner shall be responsible for maintenance and repair of such Owner’s Unit and all Limited Common Elements exclusively serving such Unit, including fixtures and improvements, and all utility lines and equipment located within and serving only such Unit. Each Owner shall, at all times, maintain and keep in good condition and repair, said Owner’s Unit and all Limited Common Elements serving such Unit. In performing such maintenance or repair, or in improving or altering a Unit, an Owner shall obtain all necessary permits and licenses, and shall comply with all applicable laws, rules and regulations. Notwithstanding the foregoing, no Owner shall do maintenance, repair, or improvement work that impairs the structural soundness of the buildings in which such Owner’s Unit is located or that interferes with any easement. No Owner shall change or alter the appearance or the structural integrity of any Limited Common Element without the written permission of the other Owner, nor shall any Owner expand the floor area of any Unit without the consent of the other Owner, except that Unit 1 shall be entitled without the consent of the Owner of Unit 2 to construct a deck and/or patio which may or may not include an outdoor fire pit, hot tub, and barbeque.

ARTICLE VI – THE ASSOCIATION

Section 6.1. Purposes. The Association has been formed as a Colorado nonprofit corporation under the Colorado Revised Nonprofit Corporation Act to manage the affairs of the

Common Interest Community. The Association shall serve as the governing body for all of the Owners and Occupants, and such other matters as may be provided in this Declaration, the Articles, Bylaws, and Rules and Regulations. The Association through the Executive Board shall perform the functions and hold and manage property as provided in this Declaration so as to further the interests of the Unit Owners in the Community. The Association shall have all the powers necessary or desirable to effectuate such purposes.

Section 6.2. General Powers and Duties of Association. The Association shall have all of the powers and duties necessary (i) for the administration, management, governance and operation of the Common Interest Community and the Association, (ii) to own, operate, improve, maintain, repair, manage, lease, encumber, and otherwise deal with Association Property, if any, (iii) to improve, maintain and repair the General Common Elements, if any, and (iv) to do any and all lawful things that may be authorized, required or permitted to be done by the Association under the provisions of this Declaration.

Section 6.3. Power to Adopt Rules and Regulations. The Association may adopt, amend, repeal, and enforce such Rules and Regulations as the Executive Board may consider necessary, desirable or appropriate from time to time with respect to the interpretation and implementation of this Declaration, the operation of the Association, the use and enjoyment of Association Property, and the use of any other property within the Common Interest Community, including Units. Any such Rules and Regulations shall be effective only upon adoption by resolution at an open meeting of the Executive Board. Notice of the adoption, amendment, or repeal of any Rule or Regulation shall be given in writing to each Owner, and copies of the currently effective Rules and Regulations shall be made available to each Owner and Occupant upon request and payment of the reasonable expense of copying the same. Each Owner and Occupant shall comply with such Rules and Regulations, and each Owner shall see that Occupants claiming through such Owner comply with such Rules and Regulations. Such Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of conflict between the Rules and Regulations and the provisions of this Declaration, the provisions of this Declaration shall govern. Such Rules and Regulations may establish reasonable and uniformly applied penalties (including the levying and collection of fines) for the violation of such Rules and Regulations or of any provision of this Declaration, the Articles, or the Bylaws.

Section 6.4. Membership and Voting. Every Owner shall be entitled and required to be a member of the Association. An Owner shall be entitled to one (1) membership for each Unit owned by such Owner. Each such membership shall be appurtenant to and inseparable from the Unit upon which it is based, and shall be transferred automatically by the transfer (in whatsoever form) of that Unit. Ownership of a Unit shall be the sole qualification for membership. No person or entity other than an Owner may be a member of the Association. Each member shall have one vote.

Section 6.5. The Executive Board; Representation on Board. The affairs of the Association shall be managed by an Executive Board. Each Owner shall be a member of the Executive Board.

Section 6.6. Article of Incorporation; Bylaws. The purposes and powers of the Association and the rights and obligations with respect to Owners set forth in this Declaration may be amplified under the provisions of the Association's Bylaws and reasonable Rules and Regulations adopted by the Association pursuant to the Association's policy on adoption of Rules and Regulations.

Section 6.7. Exercise of Powers. The Association may exercise any right or privilege given it expressly by this Declaration, and every other right, privilege and power reasonably to be implied from this Declaration or reasonably necessary to effectuate its function and purposes.

Section 6.8. Assessments. The Association shall have the right or privilege given it expressly by this Declaration, by the Act or otherwise by law, and every other right, privilege and power reasonably implied from this Declaration or reasonably necessary to effectuate its function and purposes, including the levying and collection of special assessments, if necessary:

(a) To promote the recreation, health, safety, and welfare of the owners and the residents of the Property;

(b) To pay the costs and expenses of maintaining the General Common Elements, if any, as set forth in this Declaration;

(c) To pay the premiums for all insurance which the Association is required or permitted to maintain;

(d) To pay taxes and special assessments levied against any property of the Association, if any, whether real or personal;

(e) To provide lawn, grounds, and landscaping for the General Common Elements, if any, maintain and operate the raw water irrigation system for the benefit of the General Common Elements, and to otherwise maintain the General Common Elements;

(f) To provide for the removal of snow from sidewalks, trails, roadways, driveways, and parking lots which form a part of or adjoin the General Common Elements, if any, and from the roofs and gutters as needed;

(g) To pay all charges for lighting, utilities, irrigation water, trash removal, and other services attributable to the General Common Elements, if any;

(h) To pay wages for Association employees, Association management expenses, legal and accounting fees, if any;

(i) To pay any deficit remaining from any previous assessment period; and

(j) To pay any other expenses and liabilities which may be incurred by the Association for the benefit of the owners under or by reason of this Declaration, its Articles of Incorporation or Bylaws;

Section 6.9. Allocation of Special Assessments. No dues or regular assessments shall be levied by the Association. In the event that any special assessment may be necessary or incidental to carry out the Association's powers and obligations under this Declaration, such assessments shall be allocated on a reasonable basis between Units 1 and 2, with consideration given to the relative lot area of each Unit and the comparative benefit received by each Unit.

Section 6.10. Audits. The books and records of the Association shall be subject to an audit in accordance with the requirements of the Act.

ARTICLE VII – USE RESTRICTIONS

Section 7.1. Leases. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation, Bylaws and duly promulgated Rules and Regulation of the Association, and that any failure by the tenant to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing. Other than as provided in this Section, there is no restriction on the right of any Owner of the Free-Market Unit to lease such Owner's property. The leasing of Unit 2 and the subleasing of the EDU shall be subject to the requirements of the applicable deed restrictions referred to in Sections 2.22 and 2.23 above.

Section 7.2. Affordable Housing Units. The following restrictions shall apply to the Affordable Housing Units:

(a) Affordable Housing. No Affordable Housing Unit shall be occupied for living or sleeping purposes by more persons than the Unit was designed to safely accommodate. Units shall be used and occupied primarily for a residence and secondarily for a home office if the home office complies with the following criteria: (i) no goods or merchandise may be produced, stored, displayed or sold as a part of the business conducted at the home office; (ii) only one other person not a resident in the Unit may be employed or associated with the business conducted at the home office; (iii) no separate entrance to the home office shall be permitted; (iv) no signs identifying the home office shall be permitted; and (v) such use complies with the land use regulations of the City of Aspen, Colorado.

Section 7.3. No Nuisance or Hazard. No nuisance shall be permitted with the Unit or upon the Property, nor any use, activity or practice which would reasonably constitute an annoyance or hazard or which otherwise would tend to disturb or offend any Owner or interfere with another Owner's peaceful possession or enjoyment of his Unit or any part of the Common Elements shall be permitted. No unsafe, hazardous or unlawful use shall be permitted upon the Property or any portion thereof. All applicable laws, ordinances, and governmental regulations shall, at all times, be observed.

Section 7.4. No Discharge of Firearms. The use or discharge of firearms, including but not limited to BB guns, pellet guns, and crossbows, on any part of the Common Interest Community is expressly prohibited.

Section 7.5. Outside Burning; Fire Hazards. Subject to the rights of Unit 1 to construct and maintain an outdoor fire pit and barbeque, as provided in Article 5.5, no exterior fires shall be lighted or permitted on any property within the Common Interest Community except in a contained barbecue unit while attended and in use for cooking purposes. No Owner shall cause or permit any condition on his Lot which creates a fire hazard or is in violation of fire prevention regulations, or which would increase insurance rates for Association Property or for other Owners.

Section 7.6. Annoying Light, Sound or Odor. All exterior lighting installed or maintained on any Lot or on any Improvement located on a Lot shall be placed so that the light source is totally screened or shielded from the residence on any other Lot and from Association Property. No light shall be emitted from any part of the Common Interest Community (including any Lot) which is unreasonably bright or causes unreasonable glare. Without limiting the generality of the foregoing, no spotlights, floodlights, landscape lighting, exterior architectural lighting, or other high-intensity lights shall be permitted within the Common Interest Community without the prior written approval of the Board. The Board may adopt rules and regulations setting forth additional standards for exterior lighting including, without limitation, standards for hue and intensity.

No sound shall be emitted from any part of the Common Interest Community which is unreasonably loud or annoying to others, and no odor shall be emitted from any part of the Common Interest Community which is noxious or unreasonably offensive to others. Again without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells (excepting chimes), or other sound devices, other than security devices used exclusively for security purposes, shall be located or used within the Common Interest Community except with the prior written approval of the Board. The foregoing restrictions shall not apply to the existing exterior speakers mounted in the soffit of the deck appurtenant to Unit 1.

Section 7.7. No Hazardous or Unsafe Activities. No activity shall be conducted on, and no Improvement shall be constructed on, any property within the Common Interest Community which is or might be unsafe or hazardous to any Person or property. Without limiting the generality of the foregoing, and except as allowed below, no explosives, gasoline, fireworks, or other volatile and/or incendiary materials or devices or any materials deemed hazardous or toxic substances under applicable environmental laws, rules, or regulations shall ever be used, kept, stored, permitted to remain or be released or disposed of on any Lot or elsewhere within the Common Interest Community. Gasoline or fuel for an Owner's lawn mower, snowblower, and the like may be maintained on an incidental basis in an enclosed structure in an amount not to exceed 2 gallons.

Section 7.8. Regulation of Pesticides. The Board may adopt reasonable rules and regulations governing the use and application of pesticides, herbicides, fertilizers and fungicides within the Common Interest Community.

Section 7.9. Use of Residential Units. Residential Units shall be used for single family residential purposes only, provided that in-home businesses or occupations which meet the

requirements of Section 7.2(a) and which do not involve the solicitation or invitation of the general public or the servicing of customers shall be permitted, so long as activities are conducted entirely within the Residential Unit and do not cause additional traffic, increase the parking burden within the development or otherwise create a nuisance. Any in-home business or occupation must also fully comply with all applicable requirements of the City of Aspen's Land Use Code.

Section 7.10. No Unsightliness; Storage of Personal Property. Decks, patios, balconies, porches and General and Limited Common Elements which are facing and visible to the other Unit within the Association shall not be used for the storage of personal property of any kind. Nothing shall be placed on or in windows or doors or otherwise on the exterior of any Residential Unit or on the Common Elements, which creates an unsightly appearance. Skis, snowboards, bikes, mountain bikes, kayaks, and other items of personal property shall not be allowed to remain outside when facing and visible to another Unit, except during seasonal use. Tasteful patio furniture and accessories, barbecue grills, and playground equipment and other outside personal property must be kept in an attractive and good condition. No laundry or wash shall be dried or hung outside on any Lot.

Section 7.11. Garbage and Trash. With the exception of dumpsters or other trash receptacles provided by the Association on Common Elements, no refuse, garbage, trash, grass, shrub, or tree clippings, plant waste, scrap, rubbish or debris of any kind shall be kept, stored, maintained or allowed or allowed to accumulate or remain anywhere within the Property. All such refuse, garbage, trash, plant waste, compost, metal, scrap materials, rubbish and debris shall be promptly removed from the Common Interest Community and shall not be burned thereon. No garbage containers, trash cans or receptacles shall be maintained in an unsanitary or unsightly condition, and all such garbage containers, trash cans or receptacles shall comply with applicable codes regarding bear-resistance.

Section 7.12. Parking; Vehicles, Etc.

(a) The Owner of Unit 2 may not park more than two passenger vehicles on Unit 2 at any given time (excluding occasional guest parking). No Owner shall store inoperative vehicles, trailers, campers, oversized vehicles, commercial vehicles or heavy equipment or machinery on a Lot.

(b) No boats, trailers, buses, motor homes, mobile homes, campers (on or off supporting vehicles), snowmobiles, recreational vehicles, all terrain vehicles, trucks, (except pick-up trucks), industrial or commercial vehicles (both cabs or trailers), abandoned or inoperable vehicles (as defined below), or any other similar vehicles (excepting passenger automobiles and one ton or smaller pick-up trucks) shall be parked or stored upon any Lot, with the exception that the Owner of Unit 1 may park and store one (1) operational recreational vehicle upon Lot 1;

(c) No motorized vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt on any Lot except within a completely enclosed garage which fully screens the sight and sound of the activity from the streets and other Lots. This restriction shall not

prevent the non-commercial washing and polishing, and short-duration routine maintenance, of vehicles and boats, together with activities normally incident thereto.

(d) An "abandoned or inoperable vehicle" shall mean any motorized vehicle which does not display a current motor vehicle license or which has not been driven under its own propulsion for a period of one (1) month or longer (excepting otherwise permitted vehicles parked by Owners or Occupants on their Lot driveways while on vacation or during a period of illness), or which does not have an operable propulsion system within the vehicle.

(e) In the event that the Board shall determine that a vehicle is abandoned or inoperable, or is otherwise in violation of the provisions of this Section, a written notice of violation describing said vehicle shall be personally delivered to the vehicle owner (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner cannot be reasonably ascertained), and if the offending vehicle is not removed within seventy-two (72) hours thereafter, the Board shall have the right to remove and store the offending vehicle, or cause the vehicle to be removed and stored, at the sole expense of the owner of the vehicle, or at the sole expense of the Owner of the Lot on which the vehicle is located, and to enter upon an Owner's Lot for such purpose, all without liability on the part of the Board.

(f) Snowmobiles, motorcycles, trail bikes, minibikes, dirt bikes, all-terrain vehicles, and similar motorized vehicles shall not be used or operated (but may be transported on trailers) within the Common Interest Community, except that motorcycles properly licensed for operation on public roads may be used on roadways within the Common Interest Community.

Section 7.13. Privacy Fence. The Owner of Unit 1 may, without the consent of Unit 2, construct a privacy fence, landscaping or other privacy and landscaping improvements on Unit 1 in accordance with the applicable requirements of the Aspen Municipal Code.

Section 7.14. Pets. Except as specifically permitted below or by any adopted Rules and Regulations, no animals, reptiles, primates, fowl or insects of any kind ("Pets") shall be kept, raised, bred, maintained or boarded within or upon any part of the Common Interest Community.

(a) Pets are prohibited from Unit 2 for so long as the owners of Unit 1 are Kinney-Hicks, any family member, relative or heir of Kinney-Hicks is a principal member, shareholder, trustee or beneficiary, as the case may be.

(b) Subject to the foregoing restriction, each Owner shall be entitled to a maximum of no more than three (3) dogs or cats (or any combination thereof) and a reasonable number of other Household Pets, so long as such dogs, cats or other Household Pets are not kept for any commercial purpose, are not kept in unreasonable numbers, do not cause an unreasonable amount of noise or odor, or do not otherwise become a nuisance or threat to other Owners or Occupants. All Household Pets shall be properly immunized and otherwise maintained and cared for as required by applicable laws.

(c) The Owner of a Unit where a Household Pet is kept, as well as the legal owner of the pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the pet, and for any clean-up of the Owner's Lot and of streets, sidewalks, Association Property or other Lots necessitated by such pet.

(d) the Executive Board may require the owner or custodian of a dog that barks or howls excessively, or of a dog, cat, or other Household Pet that exhibits threatening behavior or that has other offensive habits or that otherwise violates the restrictions set forth in this Section, to confine such animal indoors, or to permanently remove such animal from the Common Interest Community, and may adopt Rules and Regulations governing pets.

Section 7.15. Restrictions on Equipment, Tanks, Antennae, Satellite Dishes, Etc. Heating, air conditioning (including swamp coolers), air movement, wind collection, or refrigeration equipment must be screened from the view of neighboring properties and must receive the prior written approval of the Board.. No tanks of any kind, whether elevated or buried, shall be erected, placed or permitted to remain upon any Lot or Association Property except in compliance with applicable federal and state regulations, and then only with the prior written approval of the Board. Any approved tank must be located underground or adequately concealed from view by fencing or screening approved by the Board.

If an Owner wishes to install an antenna to receive video programming, the Owner shall notify the Board in writing of the proposed installation and location thereof at least ten days before the installation. The antenna installation and location shall comply with all fire, electrical and other applicable safety codes, and the installing Owner shall to the extent feasible install the antenna in a location that minimizes its visibility from the neighboring Lot. The installing Owner shall be obligated to paint the antenna so that it blends into the background against which it is mounted and to plant and maintain such reasonable landscaping as will screen the antenna, to the extent feasible, from neighboring Lots. Provided always, that in the event that in any particular situation any of the foregoing requirements or restrictions cause an unreasonable delay or cost in the installation, maintenance or use of the antenna, or prevent the reception of acceptable quality signals, said requirements or restrictions shall be invalid as they apply to that particular situation.

Satellite dishes that exceed one meter in diameter, and MDS antennas that exceed one meter in diameter or diagonal measurement, shall not be allowed within the Common Interest Community. Mast antennas that extend higher than 12 feet above the roof line and antennas that are not used to receive video programming shall only be permitted within the Common Interest Community if they receive the prior written approval of the Board as to design, location and screening from the neighboring Lot.

Section 7.16. Fences. Fences along or adjacent to the boundary or lot line may be constructed, but only pursuant to criteria established by the Board. Subject to the rights of Unit 1 to construct a privacy fence as set forth in Section 7.13, Fences may only be constructed upon the prior written approval of the Board and in conformance with any design specifications, rules or regulations previously approved by the Board.

Section 7.17. Tree and Natural Shrub Preservation. All Improvements within the Common Interest Community shall be located, designed, and constructed so as to preserve and protect trees and natural shrubs. In order to conserve the natural beauty of the area, no existing trees or natural shrubs may be removed or trimmed except with the prior written approval of the Board. Any violation of this Section shall subject the offending Owner to such penalties, fines and/or other conditions as the Board considers appropriate, including without limitation the requirement that replacement trees or shrubs of equivalent or different size and type be planted and maintained by the Owner. The limitation on trimming of trees and natural shrubs shall not limit minor maintenance which results in negligible cosmetic changes and which is aimed at upholding safety to life and property in the vicinity of the tree or shrub.

Section 7.18. Landscaping; Irrigation; Weed Control. No landscaping shall be performed on any Lot unless a landscaping plan therefor has received the prior written approval of the Board. Any substantial change in the type or location of approved landscaping vegetation shall require the further approval of the Executive Board. No artificial grass, plants or other artificial vegetation shall be placed or permitted to remain within the Common Interest Community (except indoors) without the prior written approval of the Executive Board.

Each Owner, shall diligently maintain, trim, weed, cultivate, husband, protect, preserve and otherwise keep in a healthy and attractive condition the shrubs, trees, hedges, grass, planters, gardens and other landscaping upon the Owner's Lot, and shall keep the Owner's Lot free of noxious weeds. Lot Owners shall comply with City weed control laws and regulations, as applied uniformly to other developments within the City. The Association shall inspect the Lots periodically, and may give written notice to the Owner or Occupant of a Lot containing a noxious weed infestation that corrective measures are required. If the weed infestation is not corrected within 30 days following the giving of such notice, the Association may enter upon the subject Lot to perform the work itself, or may contract to have the work performed by a third party, and all associated costs and expenses shall be assessed to the Lot Owner. Each Owner shall cooperate with the Association in its brush clearing and fire protection husbandry program for reduction of fire hazard within the Common Interest Community. Subject to prior consent by the Owner of Unit 2, which consent shall not be unreasonably withheld, the Owner of Unit 1 shall have the right, but not the obligation, to maintain the lawn of Unit 2 in order to ensure compatible and harmonious landscaping and lawn appearance of the subdivision. Should the Owner of Unit 1 elect to maintain the lawn for the Owner of Unit 2, the Owner of Unit 1 shall bear all costs and expenses associated with such maintenance.

Each Owner, shall also maintain all paved, concrete and other synthetically surfaced areas within the Owner's Lot, including but not limited to, any surfaced driveway and parking areas, in good condition and repair.

Section 7.19. Tennis Courts and Basketball Goals. Tennis courts, basketball goals, backboards and nets shall not be allowed unless written approval of the Board is first obtained.

Section 7.20. Spas and Related Equipment. Spas or hot tubs may be erected, constructed or installed on Lots within the Common Interest Community, provided they receive the prior written consent of the Board. If a spa or hot tub is approved, all service equipment shall be

fenced and located in either (a) a side yard between the front and rear boundaries of the residence, or (b) in the rear yard adjacent to the residence, and shall be adequately screened from any neighboring Lot. This Section 7.20 shall not apply to the rights reserved to the Owner of Unit 1 in Section 5.5 to construct an outdoor deck or patio which may include a hot tub, spa or jacuzzi.

Section 7.21. Health, Safety and Welfare. In the event any uses, activities, or facilities within the Common Interest Community are deemed by the Board to be an unreasonable annoyance or nuisance, or to adversely affect the health, safety or welfare of Owners or Occupants, the Board may adopt Rules and Regulations governing the same in order to appropriately restrict and regulate such uses, activities or facilities within the Common Interest Community. Such rules shall be consistent with the purposes and provisions of this Declaration.

ARTICLE VIII – GENERAL PROVISIONS

Section 8.1. Notices to Owners. Notice to an Owner of matters affecting the Community by the Association or by another Owner, shall be sufficiently given if such notice is in writing and is delivered personally, by courier or private service or by deposit in United States mail, postage prepaid, addressed to such Owner at the registered mailing address furnished by the owner to the Association in accordance with the Bylaws. Such mailing shall be deemed adequate, whether mailed ordinary mail, certified mail or registered mail.

Section 8.2. Recording Data. All recorded easements and licenses appurtenant or included in the Community, are set forth on Exhibit B, and the Condominium Plat. In addition, the Community will be subject to the easements and licenses granted or reserved pursuant to this Declaration and the Condominium Map and to the provisions of the Approval Resolutions and Ordinance (“Approvals”)(All Reception Nos. and Book and Page refer to the records of Pitkin County, Colorado).

Section 8.3. Covenant to Run with the Land. This Declaration shall run with the land and be a burden and a benefit to the Units within the Community.

Section 8.4. Enforcement. The failure of any owner to comply with the provisions of this Declaration or with the Articles of Incorporation, or Bylaws, shall give rise to a cause of action in the Association, as well as any aggrieved Unit Owner for the recovery of damages or injunctive relief, or both. In any action brought to enforce the provisions of this Declaration, the Articles of Incorporation , the Bylaws or the duly promulgated Rules and Regulations of the Association, between or among (in any combination) the Association, and/or any Owner(s), the prevailing parties shall be entitled to recover from the non-prevailing party or parties all reasonable costs and expenses including attorneys’ fees incurred in connection with any such action. The failure of the Association or any Owner to enforce any such rights, shall in no event be deemed a waiver of the right to do so in the future. The City of Aspen, and APCHA as its housing designee, is recognized as a third-party beneficiary with respect to the use restrictions relating to the Affordable Housing Units and matters contained in the Approvals, and may enforce the same in its own right, including enforcement of any terms in the Approvals as to the Affordable Housing Units.

Section 8.5. Amendments. The Owners may amend the Declaration and the Condominium Map to correct clerical, typographical, or technical errors, requirements, standards or guidelines of recognized secondary mortgage markets, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, the Federal National Mortgage Association, and the Government National Mortgage Association. Except as provided above, this Declaration may be amended only by the vote or agreement of Owners representing one hundred percent (100%) interest of the Units within the Community, the consent (a) Mortgagees holding first liens on any Commercial Units; and (b) any other mortgagee otherwise only with respect to amendment which could reasonably be construed to adversely impact the Mortgagee's collateral and the consent of the APCHA regarding amendments which affect the use or ownership of the Affordable Housing Units, and by the recordation of a certified copy of the Resolution of Amendment, signed and acknowledged by the President and Secretary of the Association, recorded in the records of the Clerk and recorder of Pitkin County, Colorado

Section 8.6. Termination of Declaration. This Declaration shall not be terminated.

Section 8.7. Violations Constitute a Nuisance. Any violation of any provision, covenant, condition, restriction or equitable servitude contained in this Declaration, whether by act or omission, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by any Person entitled to enforce the provisions of this Declaration. This provision does not limit the remedies that may be available under this Declaration or at law or in equity. Failure of the Association or other Person to bring enforcement action to correct any violation of this Declaration shall not constitute a waiver of or estoppel the Association or other Person from bringing a future or subsequent enforcement action to correct such violation or any other similar violation.

Section 8.8. Severability. If any clause or provision of this Declaration is determined to be illegal, invalid, or unenforceable under present or future laws, all other terms and provisions hereof shall nevertheless remain in full force and effect.


Section 8.9. Interpretation of Declaration. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a common and general plan for the development, improvement, enhancement, protection and enjoyment of the Common Interest Community provisions shall not be invalidated but shall be modified to the extent required to comply with the Act.

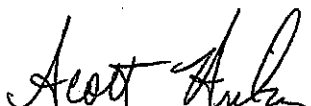
Section 8.10. Conflict With Plats. In the event of any conflict or inconsistency between the provisions of this Declaration and the Final Plat, including the Plat notes thereon, the provisions of said Plat or Plat notes, as the case may be, shall govern and control and this Declaration shall automatically be amended, but only to the extent necessary to conform the conflicting provisions hereof with the provisions of said Plat or Plat Notes.

Section 8.11. Costs and Attorneys' Fees. In any action or proceeding involving the interpretation or enforcement of any provision of this Declaration, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection therewith.

Section 8.12. Resolution of Deadlock. In the event of a Deadlock, the Owners shall take another vote on the proposition. If that vote is not unanimous, then a decision that resolves the Deadlock issue shall be made by a person (the "Arbitrator") appointed for that purpose by the Owners, if they can so agree within five (5) business days, or thereafter at the request of either Owner, by the then-current president of the Aspen Board of Realtors. Each Owner shall submit to the Arbitrator a written proposal to resolve the Deadlock within ten (10) business days after the appointment of the Arbitrator. The Arbitrator shall have not less than five (5) years' experience in commercial property management, shall not be related to or under common ownership or control with the owner(s) of either Owner, shall make a decision in good faith and using reasonable judgment but only by selecting the entire proposal submitted by one of the Owners, and shall allocate the costs of the proceeding to one Owner or between them both, as the Arbitrator deems fair and reasonable. If the president of the Aspen Board of Realtors fails or refuses to make such appointment, or if the person so appointed fails or refuses to act, then either Owner shall have the right to petition the chief judge of the Pitkin County District Court to appoint such person.

Section 8.13. Alternative Dispute Resolution. For all disputes arising from this Declaration which are not the result of a "Deadlock" as described in Section 8.12 above, and that could be raised as claims or defenses in a court of law shall be resolved through mediation and binding arbitration conducted in Aspen, Colorado by the Denver, Colorado office of the American Arbitration Association in accordance with its Real Estate Industry Arbitration Rules (including a Mediation Alternative). The foregoing is an agreement to arbitrate pursuant to the terms of the Colorado Uniform Arbitration Act, C.R.S. §§ 13-22-201 *et seq.* and may be enforced as such. The prevailing party in any such arbitration shall be entitled to receive from the non-prevailing, in addition to any other award or relief granted, an award equal to all of its reasonable expenses and fees, including attorneys' fees and costs, incurred in the course of such dispute.


Maureen Kinsey


Scott Hicks