

**THIRTEENTH AMENDMENT TO
DECLARATION OF GRANTS, COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HERITAGE CROSSING AT THE GONDOLA CONDOMINIUMS**

THIS THIRTEENTH AMENDMENT TO DECLARATION OF GRANTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR HERITAGE CROSSING AT THE GONDOLA CONDOMINIUMS (the "**Thirteenth Amendment**") shall be effective (the "**Effective Date**") upon date of recordation in the office of the Clerk and Recorder of San Miguel County, State of Colorado (the "**Official Records**"). Unless otherwise defined herein, all capitalized words shall have the meaning ascribed in the Declaration (as hereinafter defined).

RECITALS

A. Wildair, LP, a Texas limited partnership ("**Declarant**") previously filed that certain Declaration of Grants, Covenants, Conditions and Restrictions for Heritage Crossing at the Gondola Condominiums on March 26, 2002, under Reception No. 347962 of the Official Records, First Amendment to Declaration of Grants, Covenants, Conditions and Restrictions for Heritage Crossing at the Gondola Condominiums on April 19, 2002, under Reception No. 348542 of the Official Records, Second Amendment to Declaration of Grants, Covenants, Conditions and Restrictions for Heritage Crossing at the Gondola Condominiums on May 30, 2002, under Reception No. 349375 of the Official Records, Third Amendment to Declaration of Grants, Covenants, Conditions and Restrictions for Heritage Crossing at the Gondola Condominiums on July 2, 2002, under Reception No. 350115, Fourth Amendment to Declaration of Grants, Covenants, Conditions and Restrictions for Heritage Crossing at the Gondola Condominiums on October 29, 2002, under Reception No. 352669, Fifth Amendment to Declaration of Grants, Covenants, Conditions and Restrictions for Heritage Crossing at the Gondola Condominiums on November 22, 2002, under Reception No. 353289, Sixth Amendment to Declaration of Grants, Covenants, Conditions and Restrictions for Heritage Crossing at the Gondola Condominiums on December 6, 2002, under Reception No. 353563, Seventh Amendment to Declaration of Grants, Covenants, Conditions and Restrictions for Heritage Crossing at the Gondola Condominiums on December 23, 2002, under Reception No. 353965, Eighth Amendment to Declaration of Grants, Covenants, Conditions and Restrictions for Heritage Crossing at the Gondola Condominiums on January 29, 2003, under Reception No. 354749, Ninth Amendment to Declaration of Grants, Covenants, Conditions and Restrictions for Heritage Crossing at the Gondola Condominiums on March 17, 2003, under Reception No. 355846, Tenth Amendment to Declaration of Grants, Covenants, Conditions and Restrictions for Heritage Crossing at the Gondola Condominiums on April 22, 2003, under Reception No. 356744, Eleventh Amendment to Declaration of Grants, Covenants, Conditions and Restrictions for Heritage Crossing at the Gondola Condominiums on November 3, 2004, under Reception No. 361674, and the Twelfth Amendment to Declaration of Grants, Covenants, Conditions and Restrictions for Heritage Crossing at the Gondola Condominiums on September 11, 2008, under Reception No. 403690 (collectively, the "**Declaration**").

B. Declarant previously filed (i) the Condominium Map on March 26, 2002, under Reception No. 347963 of the Official Records, (ii) the first amendment to the Condominium Map on April 19, 2002, under Reception No. 348543 of the Official Records, (iii) the second amendment to the Condominium Map on May 30, 2002, under Reception No. 349375 of the Official Records, (iv) the third amendment to the Condominium Map on October 29, 2002, under Reception No. 352669 of the Official Records, (v) the fourth amendment to the Condominium Map on January 29, 2003, under Reception No. 354748 of the Official Records, and (vi) Fifth Amendment to the Condominium Map on September 11, 2008, in Plat Book 1 at Page 4008 in the Official Records (such maps, collectively, the "**Condominium Map**").

C. Declarant no longer owns a developer interest in the Project and, pursuant to Section 25.2 of the Declaration and C.R.S. Section 38-33.3-217, the Association, Owners and Eligible First Mortgagees, as applicable, desire to (i) amend the Declaration, and (ii) amend the Condominium Map.

D. Pursuant to C.R.S. Section 38-33.2-217 more than sixty-seven percent (67%) of the Owners have voted to approve this Thirteenth Amendment and the Sixth Amendment to the Condominium Map (defined below) pursuant to a mail ballot conducted by the Association.

E. Pursuant to C.R.S. Section 38-33.3-217 and Section 25.2 of the Declaration, the Association hereby amends the Declaration and the Condominium Map for the purposes stated herein.

AMENDMENT

1. **Relocation of Unit Boundaries.** The Unit boundaries of Commercial Units C-5A, C-5B and C-5C shall be relocated as set forth on the Sixth Amendment to the Condominium Map for Heritage Crossing at the Gondola Condominiums recorded in Plat Book 1 at Page 4514 in the records of the San Miguel County, Colorado Clerk and Recorder ("**Sixth Amendment to the Condominium Map**") and a newly configured Commercial Unit shall be created which shall be designated and known as Commercial Unit C-5R. A portion of the General Common Elements has been incorporated into Commercial Unit C-5R as shown and depicted on the Sixth Amendment to the Condominium Map. The portion of the General Common Elements incorporated into Commercial Unit C-5R has been transferred and conveyed by the Association to the owner of Commercial Unit C-5R.

2. **Redesignation of Commercial Units as Limited Common Elements.** Commercial Units C-6 and C-7 shall be redesignated from "Commercial Units" to "Limited Common Elements" which shall be solely allocated to the Residential Units as set forth in the Sixth Amendment to the Condominium Map. All costs, fees and expenses associated with the maintenance, repair, replacement, operation and management of such Limited Common Elements shall be allocated only to the Residential Units.

3. **Allocated Interests.** Exhibits C-7 and D-6 to the Declaration are hereby deleted in their entirety and the attached Exhibits C-8 and D-7 are substituted therefor.

4. **Condominium Map Amendment.** Upon the recordation of the Sixth Amendment to the Condominium Map and this Thirteenth Amendment, the Condominium Map shall be amended in accordance with therewith.

5. **No Other Amendments.** Except as otherwise provided herein, all other terms and provisions of the Declaration shall remain in full force and effect.

6. **Severability.** If any of the provisions of this Thirteenth Amendment or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of this Amendment and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

7. **Conflicts.** In the event of any conflict between the terms and provisions of this Thirteenth Amendment and the Declaration, the terms and provisions of this Thirteenth Amendment shall control.

8. **Number and Gender.** Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and the use of any gender shall include all genders.

9. **Applicable Law.** This Thirteenth Amendment shall be filed in the Official Records, and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Amendment shall be in the District Court of San Miguel County, Colorado.

10. **Interpretation.** The provisions of this Thirteenth Amendment shall be liberally construed to effectuate the purposes set forth in the Recitals hereof. This Thirteenth Amendment shall be construed and governed under the Laws of the State of Colorado.

11. **Captions.** All captions and titles used in this Thirteenth Amendment are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect the meaning of the text set forth in any paragraph, section or article hereof.

12. **Binding Agreement.** The provisions of this Thirteenth Amendment shall run with the Project and shall be binding on Association and all Owners, and their successors and assigns.

13. **Exhibits.** All exhibits attached hereto shall be deemed to be fully incorporated into this Thirteenth Amendment.

IN WITNESS WHEREOF, the Association has executed this Thirteenth Amendment effective as of the Effective Date.

HERITAGE CROSSING AT THE GONDOLA
CONDOMINIUM OWNERS ASSOCIATION,
INC., a Colorado nonprofit corporation

By: [Signature]
Name: STEVE ROSEN
Title: President H.C. Condo Assn.

Jacqueline Wathier
Notary Public
State of Colorado
My Commission Expires 9/29/2014

STATE OF Colorado §
 §
COUNTY OF Denver §

This instrument was acknowledged before me on the 5 day of December, 2011, by Steve Rosen, President of Heritage Crossing at the Gondola Condominium Owners Association, Inc., a Colorado nonprofit corporation, on behalf of said entity.

[Signature]
Notary Public in and for the State of Colorado

Jacqueline Wathier
(Printed Name of Notary)

My Commission Expires: 9/29/2014

**EXHIBIT C-8
TABLE OF ALLOCATED INTERESTS**

Condominium Unit Designation	Condominium Unit Square Footage	Condominium Unit Percentage Share of "Building" Common Elements and Expenses	Condominium Unit Percentage Share of "Class" Common Elements and Expenses	Unit Vote in the Affairs of the Class/ Association
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RESIDENTIAL

R-1	3,193	5.99%	9.58%	1 R.U.
R-2	3,450	6.47%	10.35%	1 R.U.
R-3	3,227	6.05%	9.68%	1 R.U.
R-4	3,139	5.89%	9.42%	1 R.U.
R-5	3,486	6.54%	10.46%	1 R.U.
R-6	3,261	6.12%	9.79%	1 R.U.
R-7	3,556	6.67%	10.67%	1 R.U.
R-8	3,260	6.11%	9.78%	1 R.U.
R-9	3,266	6.13%	9.80%	1 R.U.
R-10	3,482	6.53%	10.45%	1 R.U.
SUBTOTAL	33,320	62.50%	100.00%	

COMMERCIAL

C-1	1,846	3.46%	16.86%	1 C.U.
C-2	2,226	4.18%	20.33%	1 C.U.
C-3	641	1.20%	5.85%	1 C.U.
C-4	2,586	4.85%	23.61%	1 C.U.
C-5D	160	0.30%	1.46%	1 C.U.
C-5R	3,492	6.55%	31.89%	1 C.U.
SUBTOTAL	10,951	20.54%	100.00%	

PARKING

P-1	218	0.41%	2.60%	1 P.U.
P-2	217	0.41%	2.59%	1 P.U.
P-3	215	0.40%	2.57%	1 P.U.
P-4	228	0.43%	2.72%	1 P.U.
P-5	227	0.43%	2.71%	1 P.U.
P-6	241	0.45%	2.88%	1 P.U.
P-7	241	0.45%	2.88%	1 P.U.
P-8	241	0.45%	2.88%	1 P.U.
P-9	241	0.45%	2.88%	1 P.U.
P-10	237	0.44%	2.83%	1 P.U.
P-11	231	0.43%	2.76%	1 P.U.
P-12	247	0.46%	2.95%	1 P.U.
P-13	247	0.46%	2.95%	1 P.U.
P-14	228	0.43%	2.72%	1 P.U.
P-15	231	0.43%	2.76%	1 P.U.
P-16	231	0.43%	2.76%	1 P.U.
P-17	231	0.43%	2.76%	1 P.U.
P-18	231	0.43%	2.76%	1 P.U.
P-19	231	0.43%	2.76%	1 P.U.
P-20	231	0.43%	2.76%	1 P.U.
P-21	231	0.43%	2.76%	1 P.U.
P-22	231	0.43%	2.76%	1 P.U.

P-23	231	0.43%	2.76%	1 P.U.
P-24	231	0.43%	2.76%	1 P.U.
P-25	0	0.00%	0.00%	N/A
P-26	230	0.43%	2.75%	1 P.U.
P-27	231	0.43%	2.76%	1 P.U.
P-28	231	0.43%	2.76%	1 P.U.
P-29	231	0.43%	2.76%	1 P.U.
P-30	231	0.43%	2.76%	1 P.U.
P-31	231	0.43%	2.76%	1 P.U.
P-32	231	0.43%	2.76%	1 P.U.
P-33	231	0.43%	2.76%	1 P.U.
P-34	231	0.43%	2.76%	1 P.U.
P-35	231	0.43%	2.76%	1 P.U.
P-36	0	0.00%	0.00%	N/A
P-37	250	0.47%	2.98%	1 P.U.
P-38	250	0.47%	2.98%	1 P.U.
P-39	0	0.00%	0.00%	N/A
P-40	0	0.00%	0.00%	N/A
SUBTOTAL	8,378	15.71%	<u>100.00%</u>	

STORAGE

S-1	110	0.21%	16.57%	1 S.U.
S-2	105	0.20%	15.81%	1 S.U.
S-3	105	0.20%	15.81%	1 S.U.
S-4	109	0.20%	16.42%	1 S.U.
S-5	64	0.12%	9.64%	1 S.U.
S-6	87	0.16%	13.10%	1 S.U.
S-7	84	0.16%	12.65%	1 S.U.
SUBTOTAL	664	1.25%	<u>100.00%</u>	

TOTAL 53,313 100.00%

EXHIBIT D-7
LIST OF RESTRICTED PARKING UNITS

<u>Subject Parking Units</u>	<u>Corresponding Unit Ownership Requirement</u>
P-38	C-1
P-3	C-2
N/A	C-3
P-4 and P-14	C-4
N/A	C-5R
N/A	C-5d
P-15 and P-26	R-1
P-16 and P-27	R-2
P-17 and P-28	R-3
P-18 and P-29	R-4
P-19 and P-30	R-5
P-20 and P-31	R-6
P-21 and P-32	R-7
P-22 and P-33	R-8
P-1	R-9
P-2	R-10