

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

THIS FOURTEENTH AMENDMENT TO DECLARATION OF GRANTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR HERITAGE CROSSING AT THE GONDOLA CONDOMINIUMS (the "**Fourteenth Amendment**") shall be effective as of the 13 day of July 2017 (the "**Effective Date**") the 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. Heritage Crossing at the Gondola Condominium Owners Association, Inc., a Colorado nonprofit corporation ("**Association**"), is the owners' association formed to operate and manage the operations, business and affairs of Heritage Crossing at the Gondola Condominiums, a Colorado common interest community ("**Community**").

B. 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, 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; and the Thirteenth Amendment to Declaration of Grants, Covenants, Conditions and Restrictions for Heritage Crossing at the Gondola Condominiums on September 12, 2011, under Reception No. 420869 (collectively, the "**Declaration**").



C. Declarant and/or the Association previously filed (i) the Condominium Map on March 26, 2002, under Reception No. 347963 of the Official Records, (ii) First Amendment to the Condominium Map on April 19, 2002, under Reception No. 348543 of the Official Records, (iii) Second Amendment to the Condominium Map on May 30, 2002, under Reception No. 349375 of the Official Records, (iv) 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, (vi) Fifth Amendment to the Condominium Map on September 11, 2008, in Plat Book 1 at Page 4008 in the Official Records, and (vii) Sixth Amendment to the Condominium Map on September 12, 2011 in Plat Book 1 at page 4514 (collectively, the "Condominium Map").

D. Declarant no longer owns any interest in the Community.

E. 670 Mountain Village, LLC, a Texas limited liability company ("670 LLC"), is the sole owner of Commercial Unit C-5R within the Community.

F. 670 LLC desires to divide Unit C-5R into two separate Commercial Units.

G. Pursuant to Section 25.2 of the Declaration and C.R.S. Section 38-33.3-217, the Association, 670 LLC, Owners and Eligible First Mortgagees, as applicable, desire to (i) amend the Declaration and (ii) amend the Condominium Map to divide Unit C-5R into two separate Commercial Units.

H. Pursuant to C.R.S. Section 38-33.2-217 more than sixty-seven percent (67%) of the Owners have voted to approve this Fourteenth Amendment and the Seventh Amendment to the Condominium Map (defined below) pursuant to a mail ballot conducted by the Association the results of which are on file with the Association.

I. 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. Subdivision of Commercial Unit C-5R. Commercial Unit C-5R is hereby subdivided into two individual Commercial Units as depicted, labeled and designated on the Seventh Amendment to the Condominium Map for Heritage Crossing at the Gondola Condominiums recorded in Plat Book 1 at Page 4941, Reception No. 449444 in the records of the San Miguel County, Colorado Clerk and Recorder ("Seventh Amendment to the Condominium Map"), which Commercial Units shall hereafter be labeled and designated as follows:

<u>Unit</u>	<u>Square Footage</u>	<u>Restricted Parking Units</u>
C-5R1	3,229	P-24 & P-35
C-5R2	263	P-23 & P-34

2. Allocated Interests. Exhibit C-8 to the Declaration is hereby deleted in its entirety and the attached Exhibit C-9 is substituted therefor and shall replace all previous versions of Exhibit C.

3. **Designated Parking Spaces.** Exhibit D-7 to the Declaration is hereby deleted in its entirety and the attached Exhibit D-8 is substituted therefor and shall replace all previous versions of Exhibit D.

4. **Condominium Map Amendment.** Upon the recordation of the Seventh Amendment to the Condominium Map and this Fourteenth 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 Fourteenth 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 Fourteenth Amendment and the Declaration, the terms and provisions of this Fourteenth 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 Fourteenth 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 Fourteenth Amendment shall be liberally construed to effectuate the purposes set forth in the Recitals hereof. This Fourteenth Amendment shall be construed and governed under the Laws of the State of Colorado.

11. **Captions.** All captions and titles used in this Fourteenth 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.

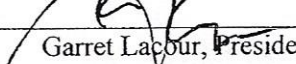
12. **Binding Agreement.** The provisions of this Fourteenth Amendment shall run with the land and shall be binding on Association and all Owners, and their successors and assigns.

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



IN WITNESS WHEREOF, the Association and 670 LLC have executed this Fourteenth Amendment effective as of the Effective Date.

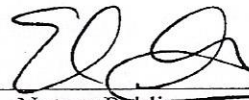
**HERITAGE CROSSING AT THE GONDOLA  
CONDOMINIUM OWNERS ASSOCIATION, INC.,**  
a Colorado nonprofit corporation

By:   
Garret Lacour, President

STATE OF COLORADO

COUNTY OF SAN MIGUEL

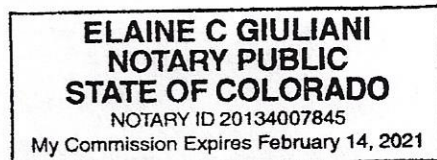
This instrument was acknowledged before me on the 12 day of July, 2017, by GARRET LACOUR, the PRESIDENT of Heritage Crossing at the Gondola Condominium Owners Association, Inc., a Colorado nonprofit corporation, on behalf of said entity.

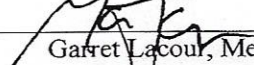


Notary Public

My Commission Expires: 2.14.21

**670 MOUNTAIN VILLAGE, LLC,**  
a Texas limited liability company

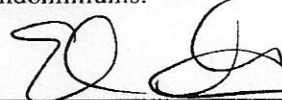


By:   
Garret Lacour, Member

STATE OF COLORADO

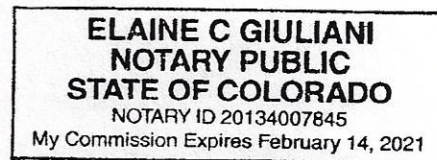
COUNTY OF SAN MIGUEL

This instrument was acknowledged before me on the 12 day of July, 2017, by Garret Lacour, Member of 670 Mountain Village, LLC, a Texas limited liability company, on behalf of said entity, the sole owner of Unit C-5R, Heritage Crossing at the Gondola Condominiums.



Notary Public

My Commission Expires: 2.14.21



**EXHIBIT C-9  
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.
<b>SUBTOTAL</b>	<b>33,320</b>	<b>62.50%</b>	<b>100.00%</b>	

**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-5R1	3,229	6.05%	29.49%	1 C.U.
C-5R2	263	0.50%	2.40%	1 C.U.
<b>SUBTOTAL</b>	<b>10,951</b>	<b>20.54%</b>	<b>100.00%</b>	

**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%	100.00%	
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**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%	100.00	
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TOTALS	53,333		100.00	
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**EXHIBIT D-8**  
**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
P-24 & P-35	C-5R1
P-23 & P-34	C-5R2
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