

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

**THIS FIFTEENTH AMENDMENT TO DECLARATION OF GRANTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR HERITAGE CROSSING AT THE GONDOLA CONDOMINIUMS** (the **"Fifteenth Amendment"**) shall be effective as of date of its recordation in the office of the Clerk and Recorder of San Miguel County, State of Colorado (the **"Official Records"**). (the **"Effective Date"**). 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 (i) Declaration of Grants, Covenants, Conditions and Restrictions for Heritage Crossing at the Gondola Condominiums on March 26, 2002, under Reception No. 347962 in the Official Records, (ii) 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 in the Official Records, (iii) 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 in the Official Records, (iv) 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, in the Official Records, (v) 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, in the Official Records, (vi) 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, in the Official Records, (vii) 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, in the Official Records, (viii) 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, in the Official Records, (ix) 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, in the Official Records, (x) 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, in the Official Records, (xi) 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, in the Official Records, (xii) Eleventh Amendment to Declaration of Grants, Covenants, Conditions and Restrictions for Heritage Crossing at the Gondola Condominiums on November 3, 2003, under Reception No. 361674, in the Official Records, (xiii) 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, in the Official Records, (xiv) Thirteenth Amendment to Declaration of Grants, Covenants, Conditions and Restrictions for Heritage Crossing at the Gondola Condominiums on December 12, 2011, under Reception No. 420869, in the Official Records, (xv) Fourteenth Amendment to Declaration of Grants, Covenants, Conditions and Restrictions for Heritage Crossing at the Gondola Condominiums on July 13, 2017, under Reception No. 449445, in the Official Records (collectively, the **"Declaration"**).

B. Declarant previously filed (i) the Condominium Map on March 26, 2002, under Reception No. 347963 in the Official Records, (ii) the First Amendment to the Condominium Map on April 19, 2002, under Reception No. 348543 in the Official Records, (iii) the Second Amendment to the Condominium Map on May 30, 2002, under Reception No. 349374 in the Official Records, (iv) the Third Amendment to the Condominium Map on October 29, 2002, under Reception No. 352670 in the Official

Records, (v) the Fourth Amendment to the Condominium Map on January 29, 2003, under Reception No. 354748 in the Official Records, (vi) the Fifth Amendment to the Condominium Map on September 11, 2008, under Reception No. 403689 in the Official Records, (vii) the Sixth Amendment to the Condominium Map on December 12, 2011, under Reception No. 420868, in the Official Records and (viii) the Seventh Amendment to the Condominium Map on July 13, 2017, under Reception No. 449444, 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 and Owners, as applicable, desire to amend the Declaration.

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 Fifteenth Amendment 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 for the purposes stated herein.

### AMENDMENT

#### 1. Confirmation of the Designation of Assigned Parking Space.

1.1. Pursuant to the Declaration and the Map, certain Residential Units, Commercial Units, Parking Units and Storage Units were duly created. The Declaration provided that the Parking Units were being assigned to and designated for the exclusive ownership and use of certain Residential Units, Commercial Units, and Storage Units, with such designations originally being indicated on Exhibit “D” to the Declaration.

1.2. These Parking Unit assignments and designation were sometimes further depicted and indicated on the Map (“**Map Parking Unit Use Designations**”).

1.3. The assignment and designation of the Parking Units to the Residential Units, Commercial Units, Parking Units and Storage Units have been modified from time to time, as reflected in various amendments to the Declaration. When these designations were being undertaken, the Map was not consistently amended to reflect the Map Parking Unit Use Designations.

1.4. The Parties wish to clarify, confirm and ratify the status of the Parking Unit assignments and designation as follows:

A. As of the Effective Date and prior to the further modification to the assignment and designation of the Parking Units for Residential Unit R-8 (with respect to Parking Units P-22 and P-33) and Residential Unit R-10 (with respect to Parking Unit P-2) as provided for below in Section 2, the Parking Units are allocated respectively to the Residential Units, Commercial Units, and Storage Units as indicated on attached Exhibit “D-1R”. Any and all prior designations of Parking Units respectively to the Residential Units, Commercial Units, and Storage Units are hereby amended, restated and replaced in their entirety with the designations indicated on attached Exhibit “D-1R”.

B. Henceforth, any references or depictions to the assignment and designation of the Parking Units on the Map will be deemed to have been stricken and not utilized for determining the appropriate designation of the Parking Units to the Residential Units, Commercial Units, and Storage Units. When modifying the assignment and designation of

Parking Units, the Map need not be and shall not be modified to reflect this change; only an amendment to the Declaration shall be required.

2. **Modification and Assignment to the Residential Unit R-8 and R-10.** Exclusive Resorts TL4, LLC, a Delaware limited liability company, is the current owner of Residential Unit R-8 (“**Unit R-8 Owner**”). Residential Unit R-8 was designated and assigned the right to use Parking Units P-22 and P-33. Captain Jack Holdings, LLC, a Colorado limited liability company, is the current owner of Residential Unit R-10 (“**Unit R-10 Owner**”). Residential Unit R-10 was designated and assigned the right to use Parking Unit P-2. The respective Owners of Residential Unit R-8 and Residential Unit R-10 wish to modify the assignment and designation of the particular Parking Units respectively assigned to Residential Unit R-8 and R-10. Henceforth, the respective Owners of Residential Unit R-8 and R-10 and the Association agree that Residential Unit R-8 will be assigned Parking Unit P-2 and Residential Unit R-10 will be assigned Parking Units P-22 and P-33. As a result of this re-designation and re-assignment of Parking Units, the Parking Units are allocated respectively to the Residential Units, Commercial Units, and Storage Units as indicated on attached **Exhibit “D-2R”**. Any and all prior designations of Parking Units respectively to the Residential Units, Commercial Units, and Storage Units are hereby amended, restated and replaced in their entirety with the designations indicated on attached **Exhibit “D-2R”**.

3. **Confirmation of the Status of Storage Areas Relating to Parking Units P-26-P-36.** Pursuant to the Declaration and the Map, certain private, fenced-in storage areas included within the rear portion of Parking Unit P-26 through and including Parking Unit P-36 were constructed by the Declarant consistent with the provisions and allowances provided for in Section 2.1.65 of the Declaration. These storage areas are not otherwise depicted on the Map. The Association acknowledges the existence of these storage areas located on Parking Unit P-26 through and including Parking Unit P-36 and recognizes the continuing right of the respective owner of each such Parking Unit to use such storage areas included within his/her/its Parking Unit as part of such Parking Unit, consistent with the terms and conditions of the Declaration. No amendment to the Map to reflect these storage areas is contemplated or required.

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

5. **Owner Consents.** The respective Owners of Residential Unit R-8 and Residential Unit R-10 have each executed certain written consents (“**Owner Consents**”) consenting to and authorizing and directing the Association to amend the Declaration as provided for in this Declaration Amendment. The Association represents that it has secured the written consent of the requisite number of Unit Owners who are required to undertake and complete the within amendment. Copies of the consents are on file with the Association.

6. **Severability.** If any of the provisions of this Fifteenth 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 Fifteenth Amendment and the Declaration, the terms and provisions of this Fifteenth Amendment shall control.

8. **Applicable Law.** This Fifteenth 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.

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

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

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

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

Heritage Crossing At The Gondola Condominium Owners Association, Inc.,  
a Colorado nonprofit corporation

By: [Signature]  
Printed Name: CODY CROWE  
Title: HOA President

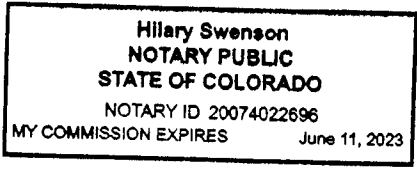
STATE OF Colorado )  
COUNTY OF San Miguel )<sup>ss.</sup>

This instrument was acknowledged before me on the 20 day of December, 2018, by Cody Crowe, the Board of Directors President of Heritage Crossing at the Gondola Condominium Owners Association, Inc., a Colorado nonprofit corporation, on behalf of said entity.

Witness my hand and official seal.

[Signature]  
Notary Public

My commission expires: 6/11/2023



**EXHIBIT D-1R**  
**LIST OF PARKING UNITS**

<b><u>Subject Parking Units</u></b>	<b><u>Corresponding Unit Ownership Requirement</u></b>
P-38	C-1
P-3	C-2
P-25, P-36, P-39 & P-40	C-3
P-4 and P-14	C-4
P-24 and P-35	C-5R1
P-23 and 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
P-6	S-1
P-7	S-2
P-8	S-3
P-9	S-4
P-10	S-5
P-12	S-6
P-13	S-7
P-5	N/A (Non-Heritage Crossing Unit Owner)
P-11	N/A (Non-Heritage Crossing Unit Owner)
P-37	N/A (Non-Heritage Crossing Unit Owner)

**EXHIBIT D-2R**  
**LIST OF PARKING UNITS**

<u>Subject Parking Units</u>	<u>Corresponding Unit Ownership Requirement</u>
P-38	C-1
P-3	C-2
P-25, P-36, P-39 & P-40	C-3
P-4 and P-14	C-4
P-24 and P-35	C-5R1
P-23 and 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
<del>P-2</del>	<del>R-8</del>
P-1	R-9
<del>P-22 and P-33</del>	<del>R-10</del>
P-6	S-1
P-7	S-2
P-8	S-3
P-9	S-4
P-10	S-5
P-12	S-6
P-13	S-7
P-5	N/A (Non-Heritage Crossing Unit Owner)
P-11	N/A (Non-Heritage Crossing Unit Owner)
P-37	N/A (Non-Heritage Crossing Unit Owner)

**LENDER CONSENTS**

**To the Fifteenth Amendment to the Declaration of Grants, Covenants, Conditions and Restrictions for Heritage Crossing at the Gondola Condominiums**



## LENDER CONSENT

1. The Heritage Crossing At The Gondola Condominium Owners Association, Inc., a Colorado nonprofit corporation (“**Association**”) is filing a certain amendment (defined herein) to the Condominium Declaration of the Heritage Crossing at the Gondola Condominiums (“**Community**”) in accordance with the following described documents (“**Governing Documents**”):

a. Condominium Declaration recorded on March 26, 2002 in Reception No. 347962 as amended by: (1) the First Amendment to the Condominium Declaration recorded on April 19, 2002 in Reception No. 348542; (2) the Second Amendment to the Condominium Declaration recorded on May 30, 2002 in Reception No. 349375; (3) the Third Amendment to the Condominium Declaration recorded on July 2, 2002 in Reception No. 350115; (4) the Fourth Amendment to the Condominium Declaration recorded on October 29, 2002 in Reception No. 352669; (5) the Fifth Amendment to the Condominium Declaration recorded November 22, 2002 in Reception No. 353289; (6) the Sixth Amendment to the Condominium Declaration recorded December 6, 2002 in Reception No. 353563; (7) the Seventh Amendment to the Condominium Declaration recorded December 23, 2002 in Reception No. 353965; (8) the Eighth Amendment to the Condominium Declaration recorded January 29, 2003 in Reception No. 354749; (9) the Ninth Amendment to the Condominium Declaration recorded March 17, 2003 in Reception No. 355846; (10) the Tenth Amendment to the Condominium Declaration recorded April 22, 2003 in Reception No. 356744; (11) the Eleventh Amendment to the Condominium Declaration recorded November 3, 2003 in Reception No. 361674; (12) the Twelfth Amendment to the Condominium Declaration recorded September 11, 2008 in Reception No. 403690; (13) the Thirteenth Amendment to the Condominium Declaration recorded December 12, 2011 in Reception No. 420869; (14) the Fourteenth Amendment to the Condominium Declaration recorded July 13, 2017 in Reception No. 449445; and any other amendment or supplement to the Declaration (collectively referred to as the “**Declaration**”);

b. Condominium Map recorded on March 26, 2002 in Map Book 1 at page 2996 in Reception No. 347963 (“**Original Map**”) and the following described amendments to the Map (collectively “**Map Amendments**”): (1) the First Amendment of Condominium Map recorded April 19, 2002 in Map Book 1 at page 3015 in Reception No. 348543; (2) the Second Amendment of Condominium Map recorded May 30, 2002 in Map Book 1 at page 3021 in Reception No. 349374; (3) the Third Amendment of Condominium Map recorded October 29, 2002 in Map Book 1 at page 3069 in Reception No. 352670; (4) the Fourth Amendment of Condominium Map recorded January 29, 2003 in Map Book 1 at page 3098 in Reception No. 354748; (5) the Fifth Amendment of Condominium Map recorded September 11, 2008 in Map Book 1 at page 4008 in Reception No. 403689; (6) the Sixth Amendment of Condominium Map recorded December 12, 2011 in Map Book 1 at page 4514 in Reception No. 420868; (7) the Seventh Amendment of Condominium Map recorded July 13, 2017 in Map Book 1 at page 4941 in Reception No. 449444 and any other amendment or supplement to the Original Map (The Original Map and the Map Amendments are collectively referred to as the “**Map**”); and

c. the Articles of Incorporation and the Bylaws for Heritage Crossing at the Gondola Condominium Owners Association, Inc., a Colorado nonprofit corporation.

I/We have reviewed the attached Fifteenth Amendment to the Condominium Declaration (“**Heritage Crossing at the Gondola Declaration Amendment**”), specifically the modifications as provided for in the Declaration Amendment, including the reassignment the Parking Units assigned to the Residential Unit R-8 and R-10, the confirmation of the assignment of Parking Spaces to the Units and the confirmation of the status of certain storage areas within the boundaries of certain Parking Space Units, all as indicated in the Declaration Amendment.

1. Captain Jack Holdings, LLC, a Colorado limited liability company (together "Unit Owner") are the owners of Residential Unit R-10 and Parking Unit P-2, Heritage Crossing at the Gondola Condominiums ("Unit"), per the Declaration and Map.

2. The undersigned is a duly authorized officer or agent of Silicon Valley Bank, a California State Chartered Bank ("Lender"). Lender has extended a certain "Loan" to Unit Owner, evidenced by certain Loan Documents between Lender and Unit Owner, which Loan Documents include a certain Deed of Trust recorded against the Unit on April 3, 2018, in Reception No. 452842, which Deed of Trust secures the Loan.

3. By its signature below, the undersigned on behalf of Lender does hereby authorize and consent to the execution and filing of the Heritage Crossing at the Gondola Condominium Declaration Amendment, copies of which have been provided to Lender, as the same relates to and otherwise affect and concern the Heritage Crossing at the Gondola Condominiums in general and the Unit in particular.

**Reviewed, Approved and Executed.**

Silicon Valley Bank,  
a California State Chartered Bank

By: Michele Lindzy  
Printed Name: Michele Lindzy  
Title: Head of Mortgage Lending

Date: 5/21/19

STATE OF CALIFORNIA )  
 )ss.  
COUNTY OF SAN MATEO )

The foregoing instrument was acknowledged before me this 21 day MAY, 2019 by MICHELE LINDZY as the HEAD of Mortgage Lending of Silicon Valley Bank, a California State Chartered Bank.

WITNESS my hand and official seal.

Jessica Prado  
Notary Public

My commission expires: \_\_\_\_\_



**LENDER CONSENT**

1. The Heritage Crossing At The Gondola Condominium Owners Association, Inc., a Colorado nonprofit corporation (“**Association**”) is filing a certain amendment (defined herein) to the Condominium Declaration of the Heritage Crossing at the Gondola Condominiums (“**Community**”) in accordance with the following described documents (“**Governing Documents**”):

a. Condominium Declaration recorded on March 26, 2002 in Reception No. 347962 as amended by: (1) the First Amendment to the Condominium Declaration recorded on April 19, 2002 in Reception No. 348542; (2) the Second Amendment to the Condominium Declaration recorded on May 30, 2002 in Reception No. 349375; (3) the Third Amendment to the Condominium Declaration recorded on July 2, 2002 in Reception No. 350115; (4) the Fourth Amendment to the Condominium Declaration recorded on October 29, 2002 in Reception No. 352669; (5) the Fifth Amendment to the Condominium Declaration recorded November 22, 2002 in Reception No. 353289; (6) the Sixth Amendment to the Condominium Declaration recorded December 6, 2002 in Reception No. 353563; (7) the Seventh Amendment to the Condominium Declaration recorded December 23, 2002 in Reception No. 353965; (8) the Eighth Amendment to the Condominium Declaration recorded January 29, 2003 in Reception No. 354749; (9) the Ninth Amendment to the Condominium Declaration recorded March 17, 2003 in Reception No. 355846; (10) the Tenth Amendment to the Condominium Declaration recorded April 22, 2003 in Reception No. 356744; (11) the Eleventh Amendment to the Condominium Declaration recorded November 3, 2003 in Reception No. 361674; (12) the Twelfth Amendment to the Condominium Declaration recorded September 11, 2008 in Reception No. 403690; (13) the Thirteenth Amendment to the Condominium Declaration recorded December 12, 2011 in Reception No. 420869; (14) the Fourteenth Amendment to the Condominium Declaration recorded July 13, 2017 in Reception No. 449445; and any other amendment or supplement to the Declaration (collectively referred to as the “**Declaration**”);

b. Condominium Map recorded on March 26, 2002 in Map Book 1 at page 2996 in Reception No. 347963 (“**Original Map**”) and the following described amendments to the Map (collectively “**Map Amendments**”): (1) the First Amendment of Condominium Map recorded April 19, 2002 in Map Book 1 at page 3015 in Reception No. 348543; (2) the Second Amendment of Condominium Map recorded May 30, 2002 in Map Book 1 at page 3021 in Reception No. 349374; (3) the Third Amendment of Condominium Map recorded October 29, 2002 in Map Book 1 at page 3069 in Reception No. 352670; (4) the Fourth Amendment of Condominium Map recorded January 29, 2003 in Map Book 1 at page 3098 in Reception No. 354748; (5) the Fifth Amendment of Condominium Map recorded September 11, 2008 in Map Book 1 at page 4008 in Reception No. 403689; (6) the Sixth Amendment of Condominium Map recorded December 12, 2011 in Map Book 1 at page 4514 in Reception No. 420868; (7) the Seventh Amendment of Condominium Map recorded July 13, 2017 in Map Book 1 at page 4941 in Reception No. 449444 and any other amendment or supplement to the Original Map (The Original Map and the Map Amendments are collectively referred to as the “**Map**”); and

c. the Articles of Incorporation and the Bylaws for Heritage Crossing at the Gondola Condominium Owners Association, Inc., a Colorado nonprofit corporation.

I/We have reviewed the attached Fifteenth Amendment to the Condominium Declaration (“**Heritage Crossing at the Gondola Declaration Amendment**”), specifically the modifications as provided for in the Declaration Amendment, including the reassignment the Parking Units assigned to the Residential Unit R-8 and R-10, the confirmation of the assignment of Parking Spaces to the Units and the confirmation of the status of certain storage areas within the boundaries of certain Parking Space Units, all as indicated in the Declaration Amendment.

1. Exclusive Resorts TL3, LLC, a Delaware limited liability company is the owner of Residential Unit R-1, Parking Unit P-15 and Parking Unit P-26, Heritage Crossing at the Gondola Condominiums (“**Unit R-1 Owner**”), per the Declaration and Map.

2. Exclusive Resorts TL8, LLC, a Delaware limited liability company is the owner of Residential Unit R-4, Parking Unit P-18 and Parking Unit P-29, Heritage Crossing at the Gondola Condominiums (“**Unit R-4 Owner**”), per the Declaration and Map.

3. Exclusive Resorts TL4, LLC, a Delaware limited liability company is the owner of Residential Unit R-8, Parking Unit P-22 and Parking Unit P-33, Heritage Crossing at the Gondola Condominiums (“**Unit R-8 Owner**”), per the Declaration and Map.

4. Exclusive Resorts TL5, LLC, a Delaware limited liability company is the owner of Residential Unit R-9 and Parking Unit P-2, Heritage Crossing at the Gondola Condominiums (“**Unit R-9 Owner**”), per the Declaration and Map.

5. The undersigned is a duly authorized officer or agent of ACREFI Mortgage Lending, LLC, a Delaware limited liability company (“**Lender**”). Lender has extended a certain “Loan” to Unit R-1 Owner, Unit R-4 Owner, Unit R-8 Owner and Unit R-9 Owner, evidenced by certain Loan Documents between Lender and Unit R-1 Owner, Unit R-4 Owner, Unit R-8 Owner and Unit R-9 Owner, which Loan Documents include a certain Deed of Trust recorded as follows:

- a) As to Unit R-1 Owner, on April 29, 2014 in Reception No. 432660, which Deed of Trust secures the Loan;
- b) As to Unit R-4 Owner, on April 29, 2014 in Reception No. 432669, which Deed of Trust secures the Loan;
- c) As to Unit R-8 Owner, on April 29, 2014 in Reception No. 432663, which Deed of Trust secures the Loan;
- d) As to Unit R-9 Owner, on April 29, 2014 in Reception No. 432666, which Deed of Trust secures the Loan.

6. By its signature below, the undersigned on behalf of Lender does hereby authorize and consent to the execution and filing of the Heritage Crossing at the Gondola Condominium Declaration Amendment, copies of which have been provided to Lender, as the same relates to and otherwise affect and concern the Heritage Crossing at the Gondola Condominiums in general and the Unit in particular.

