

AMENDMENTS TO CONDITIONS FOR CHICAGO PARK/QUARTZ CREEK PROPERTIES

Pursuant to the terms and conditions of the following documents:

1. Conditions for Chicago Park, Inc. dated July 2, 1976 and recorded in Book 494 at Page 683, Reception No. 311701.

2. Conditions for Quartz Creek Properties, Inc. dated October 12, 1976 and recorded in Book 496 at Page 696, Reception No. 313300.

3. Dedication of Road and Utility Easements, and Conditions dated July 14, 1977 and recorded in Book 503 at Page 731, Reception No. 318134.

4. Supplemental Dedication of Road and Utility Easements, and Conditions dated August 11, 1977 and recorded in Book 504 at Page 804, Reception No. 318821.

5. Dedication of Road and Utility Easements, and Conditions dated September 13, 1977 and recorded in Book 506 at Page 208, Reception No. 319904.

6. Dedication of Road and Utility Easements, and Conditions dated January 12, 1978 and recorded in Book 511 at Page 622, Reception No. 323954.

7. Dedication of Road and Utility Easements, and Conditions dated April 14, 1978 and recorded in Book 514 at Page 180, Reception No. 325813.

8. Dedication of Road and Utility Easements, and Conditions dated July 24, 1978 and recorded in Book 517 at Page 396, Reception No. 328380.

of the Gunnison County, Colorado public records, the current owners of at least fifty-one percent (51%) of the subject Lots within the Quartz Creek Mining District do hereby amend said Conditions as follows:

1-A. **MANDATORY MEMBERSHIP.** Every person or entity who is a record owner of any Lot which is subject to the Conditions described above, including contract sellers, are hereby made mandatory members of the Quartz Creek Property Owners Association Inc., a Colorado non-profit corporation organized and operated to manage the common interest community known as Quartz Creek Mining District, in Gunnison County, Colorado. Membership is appurtenant to and may not be separated from ownership of any Lot which is subject to the Conditions described above. Membership in the Association renders each Lot owner subject to the Articles of Incorporation and By-Laws of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation.

2-B. **VOTING RIGHTS.** Each member of the Association shall be entitled to one vote per lot owned with respect to any Association matter. When more than one person or entity owns any Lot, their vote shall be exercised as they among themselves determine, but in no event will a split vote, or more than one vote, be cast with respect to any Lot.

3-C. **DUES AND ASSESSMENTS.** Beginning in the year 2007, and thereafter, the Board of Directors of the Association shall prepare a proposed Budget and Dues/Assessment Schedule for approval by the members at the annual membership meeting. Any special assessments recommended by the Board of Directors during any year shall also be submitted to the members for approval at a members' meeting called for that purpose. Thereafter, the association through its Board of Directors shall have the power to collect dues and assessments in accordance with

the terms set forth in paragraph "4-D" of these Amendments to Conditions. The Budget and Dues/Assessment shall be approved by a majority of the members' quorum voting in person or by proxy at any such meeting.

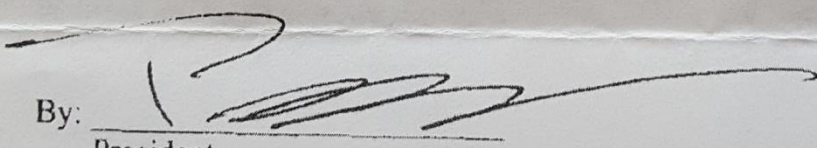
4-D. EFFECT OF NONPAYMENT OF ASSESSMENT, DUES, REMEDIES OF THE ASSOCIATION. Any dues or assessments which are not paid when due shall be considered delinquent and a lien against the subject Lot. If the dues or assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 12% per annum and the Association may bring an action at law against the owner or any other party personally obligated to pay same, or foreclose the lien against the property, and the interest, costs, and a reasonable attorneys' fee of any such action shall be added to the amount of such assessment. No owner or other person liable for payment of any dues or assessment may waive or otherwise escape from liability for the assessment provided for herein by nonuse of the common areas or by abandonment of the Lot. Sale or transfer of any Lot shall not relieve such Lot from the liability for any assessment thereafter becoming due or from the lien thereof.

5-E. AFFIRMANCE OF CONDITIONS AND BINDING EFFECT. Except as is specifically amended herein, all remaining terms, conditions, covenants and restrictions set forth in the originally recorded Conditions described above shall remain in full force and effect. These Conditions as modified herein shall run with the land and shall be binding upon each Lot owner, their heirs, executors, administrators, successors and assigns.

5-F. RECORDING. This instrument shall be duly recorded in the Gunnison County, Colorado public records.

6-G. CERTIFICATION. The undersigned President and Secretary of Quartz Creek Property Owners Association Inc. do hereby certify that the above stated Amendments to Conditions were consented to in writing by the current owners of 210 Lots out of a total of 396 Lots that are subject to the Conditions described above. Such written consents constitute in excess of the Fifty-One (51%) of the subject matter parcels. The original written consents of the current Lot owners are attached hereto and by this reference made a part hereof.

Quartz Creek Property Owners Association Inc.

By: 
President

STATE OF COLORADO

COUNTY OF GUNNISON

The foregoing instrument was acknowledged before me the undersigned Notary Public this 25th day of April, 2007, by Terry L. Davis as President of Quartz Creek Property Owners Association Inc. a Colorado non-profit corporation.

My Commission Expires: 11/6/10

Witness my hand and official Seal.

[Signature]
Notary Public

ATTEST: Carole Sue Rogers
Secretary

STATE OF TEXAS
COUNTY OF LIVE OAK

The foregoing instrument was acknowledged before me the undersigned Notary Public this 19 day of April, 2007, by Carole Sue Rogers as Secretary of Quartz Creek Property Owners Association Inc. a Colorado non-profit corporation.

My Commission Expires: 11-27-2008

Witness my hand and official Seal

Emily Trubula
Notary Public

