

ADDITIONS TO
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE DIVIDE
TOWN OF SNOWMASS VILLAGE, COLORADO

1. A new section 3.17 has been added to Article III of the Declaration of CCRs (General Limitations and Restrictions), (Book 600 - Page 614), to read:

Damage to Association Property

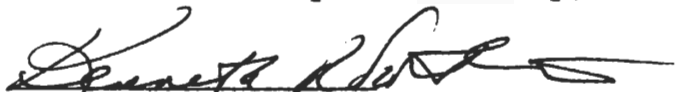
If any Owner, or any Owner's agents, employees, contractors, invitees or licensees, shall damage or disturb any Association Property, either in connection with the construction of improvements on said Owner's Lot or otherwise, it shall be the obligation of said Owner, at said Owner's sole cost and expense, to repair such damage and restore the Association Property to the same condition as existed prior to such damage or disturbance. If an Owner shall default in the performance of the obligation set forth herein and shall fail to cure such default within 30 days after written notice from the Association setting forth such default, then the Association shall be entitled to repair and restore the Association Property and the Owner shall reimburse the Association for the cost thereof within 5 days after the submission of any invoice therefor. Any such reimbursement due the Association shall constitute an "assessment" pursuant to the provisions of Section 9.7(d) and, if not paid when due, shall bear interest and shall be subject to all of the collection remedies as provided for in Section 9.7.

2. A new section 3.18 has been added to Article III of the Declaration of CCRs (General Limitations and Restrictions), (Book 600 - Page 614), to read:

Signage Restrictions

No "Free-Standing" signage (other than Security Signs - Westec, etc...), shall be placed or be permitted to remain on any Lot or on the Association Property.

The foregoing additions to The Declaration of Covenants, Conditions and Restrictions for The Divide Homeowners Association has been approved by its Board of Directors on the 8th day of February, 1991.



Kenneth R. Sontheim
President
The Divide Homeowners Assoc.

RESOLVED, that the officers of the corporation are hereby authorized and directed to re-circulate to the Members of the Association for written approval the aforesaid amendment and to take such action as appropriate to finalize and record in the records of Pitkin County the aforesaid Amendment to Section 3.1 of the Declaration of Covenants.

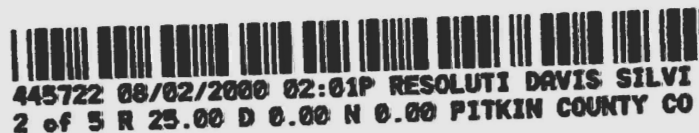
(The preceding Resolution was adopted by 25 members who were present in proxy or in person)

THE DIVIDE HOMEOWNERS ASSOCIATION

By:  PRLOS
Richard Virtue, President

I, Pete Ankeny, duly appointed and acting Secretary of the Board of Directors do certify that the foregoing is a true and accurate copy of the Resolution adopted by the Members of The Divide Homeowners Association at the annual meeting of the Members held on December 29, 1999.


Pete Ankeny, Secretary



STATE OF Minnesota)
)ss
COUNTY OF Hennepin)

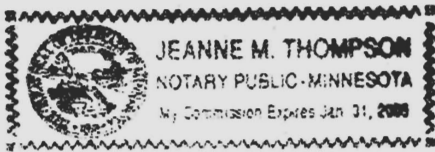
The foregoing Resolution amending Section 3.1 of the Declaration of Covenants, Conditions and Restrictions for The Divide, recorded in Book 600, Page 610, is hereby agreed to by the undersigned as owner of Lot 21, The Divide, and as a member of The Divide Homeowners Association.

Pete Aubrey

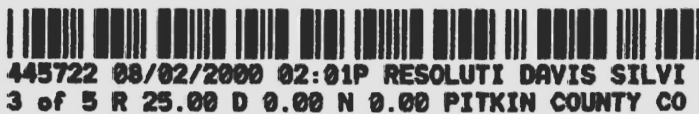
STATE OF Minnesota)
)ss
COUNTY OF Hennepin)

Subscribed and sworn to before me this 12th day of July, by
Jeanne M Thompson

WITNESS my hand and official seal.
My commission expires: 1-31-05



Jeanne M Thompson
Notary Public



CERTIFICATE OF AMENDMENT

In accordance with Section 13.4 of the Declaration of Covenants, Conditions and Restrictions for The Divide, Town of Snowmass Village, Colorado, recorded in Book 600 at Page 610, Pitkin County records, attached hereto are executed, acknowledged instruments of the members holding two-thirds or more of the votes outstanding and entitled to be cast under the amendment to Section 3.1 of the Declaration Bylaws agreeing to the foregoing and representing the following 27 lots in The Divide:

Lot 2	Lot 20	Lot 37
Lot 6	Lot 21	Lot 38
Lot 7	Lot 22	Lot 40
Lot 8	Lot 24	
Lot 9	Lot 25	
Lot 11	Lot 26	
Lot 12	Lot 29	
Lot 13	Lot 32	
Lot 14	Lot 33	
Lot 15	Lot 34	
Lot 16	Lot 35	
Lot 19	Lot 36	

THE DIVIDE HOMEOWNERS ASSOCIATION

By: 
Richard Virtue, President