



12/61-

**FIRST AMENDMENT TO  
DECLARATION FOR WESTGATE**

This First Amendment to Declaration for Westgate (the "First Amendment") is made as of \_\_\_\_\_, 2003 by Westgate Association, a Colorado nonprofit corporation (the "Association").

**WITNESSETH:**

WHEREAS, Elk Meadow, Inc. ("Elk Meadow") caused to be recorded the Declaration for Westgate on December 5, 1997 at Book 745, Page 422, Reception No. 641367 in the Office of the Clerk and Recorder of Eagle County, Colorado (the "Declaration"), and the Condominium Map, Westgate, recorded on December 5, 1997 at Book 745, Page 421, as corrected by Correction Map recorded January 21, 1998 at Reception No. 644988 in the Office of the Clerk and Recorder of Eagle County, Colorado (collectively, the "Map");

WHEREAS, all capitalized terms used herein shall have the meanings as defined in the Declaration, unless otherwise defined or modified herein;

WHEREAS, Elk Meadow assigned its rights as Declarant to Navarro Lowrey, L.P., a Delaware limited partnership ("Declarant"), by Assignment of Declarant Rights recorded December 23, 1999 at Reception No. 718697 in the Office of the Clerk and Recorder of Eagle County, Colorado.

WHEREAS, the Association, by at least sixty-seven percent (67%) of the voting interest of the Owners, has approved the resubdivision and conveyance of a portion of the Common Elements in order to grant Unit 111 the use of such portion of the Common Elements.

WHEREAS, simultaneously with the recording of this First Amendment, the Map is being amended by that certain First Amendment to the Condominium Map, Westgate ("Map Amendment"), which show the new boundaries of Unit 111.

NOW, THEREFORE, the Association hereby approves the Map Amendment which amends the boundaries of Unit 111 and the Common Elements, and agrees to the conveyance to the Owner of Unit 111 of such portion of the Common Elements which has been included within the boundaries of Unit 111 as reflected on the Map Amendment. Such approval is subject to the following covenants, conditions, restrictions and easements and the covenants, conditions, restrictions and easements contained in the Declaration, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title, or interest in all or any part of the Property.

1. General. The terms and provisions contained in this First Amendment shall be in addition and supplemental to the terms and provisions contained in the Declaration. All terms and provisions of the Declaration, including all definitions, except those terms and provisions specifically modified herein, shall be applicable to this First Amendment.

2. Effect of Map Amendment. That portion of the Common Elements which has been included within Unit 111 is hereby and, upon the recording of this First Amendment and the Map Amendment, shall be deemed to be a portion of Unit 111 and subject to all of the covenants, conditions, restrictions and easements as contained in the Declaration as applicable to Units.

3. Assessments. Assessments by the Association as provided in Article 8 of the Declaration, upon the recording of this First Amendment and the Map Amendment, shall be divided among the Units according to the interest allocations and formula set forth on Schedule 1 attached hereto and incorporated herein by reference, and Exhibit B to the Declaration is hereby amended in its entirety to read in accordance with Schedule 1 hereto. Notwithstanding the modification in the boundaries of Unit 111 and the Common Elements, and the amendment of the percentage interests of the Owners in the Common Elements, each Owner shall remain fully liable with respect to his obligation for the payment of the Common Expenses of the Association. The recording of this First Amendment shall not alter the amount of the Common Expenses assessed to a Unit prior to such recording.

4. Description of Units within Property. After this First Amendment has been filed for record in the Office of the Clerk and Recorder of Eagle County, Colorado, any contract of sale, deed, lease, mortgage, will or other instrument affecting a Unit shall describe it by its Unit number, according to (a) the Condominium Map, Westgate, recorded December 5, 1997 at Book 745, Page 421, as corrected by Correction Map, Westgate, recorded January 21, 1998 at Reception No. 644988, and as amended by First Amendment to the Condominium Map, recorded September 24, 2003, at Reception No. 851223, and (b) the Declaration for Westgate, recorded December 5, 1997 at Book 745, Page 422, as amended by First Amendment to Declaration for Westgate, recorded September 24, 2003 at Reception No. 851222, all as recorded in the Office of the Clerk and Recorder of Eagle County, Colorado.

5. Owner Consent. The Owner of Unit 111 hereby executes this First Amendment in order to evidence its acknowledgment and approval thereof.

6. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

7. Conflicts Between Documents. In case of conflict between the Declaration, as amended hereby, and the Articles or Bylaws of the Association, the Declaration as amended shall control.



851222

Page: 2 of 12

09/24/2003 04:49P

Teak J Simonton Eagle, CO

133

R 61.00

D 0.00

ASSOCIATION:

WESTGATE ASSOCIATION, a Colorado nonprofit corporation

By: [Signature]  
Frank E. Navarro, President

STATE OF Colorado  
COUNTY OF Eagle )ss.

The foregoing instrument was acknowledged before me this 18 day of July, 2003, by Frank E. Navarro as President of Westgate Association, a Colorado nonprofit corporation.

Witness my hand and official seal.

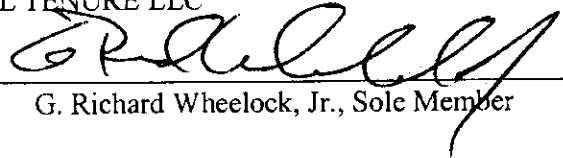
My commission expires: 10/2/03

[Signature]  
Notary Public

KEVIN [unclear]  
NOTARY PUBLIC  
STATE OF COLORADO  
Commission Expires 10/2/03

OWNER:

VAIL TENURE LLC

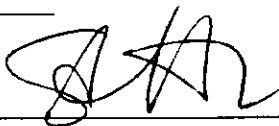
By:   
G. Richard Wheelock, Jr., Sole Member

STATE OF COLORADO            )  
  )ss.  
COUNTY OF EAGLE            )

The foregoing instrument was acknowledged before me this 13 day of August, 2003, by G. Richard Wheelock, Jr. as Sole Member of Vail Tenure LLC, a Colorado limited liability company.

Witness my hand and official seal.

~~My commission expires:~~  
**STEFANIE HANDLER**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
My Commission Expires 7/23/2005

  
Notary Public

**WESTGATE ASSOCIATION  
CONSENT OF MEMBER**

The Westgate Association, at a meeting held October 28, 2002, approved the lease and subsequent sale of certain common area for the purposes of its use in connection with Unit 111. The Westgate Association entered into a lease/option contract with Vail Valley Mexican Foods L.L.C. in form approved by the Executive Board of the Westgate Association. In connection with the final transfer of title to the common area covered by the contract, the following documents have been prepared:

1. First Amendment to Declaration for Westgate;
2. First Amendment to the Condominium Map, Westgate; and
3. Deed from Westgate Association to Vail Tenure LLC, as assignee of Vail Valley Mexican Foods L.L.C.

(collectively, the "Amendment Documents").

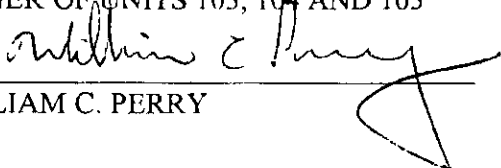
The undersigned hereby consents to the Amendment Documents in substantially the same form as attached hereto or in such form as approved by the Town of Avon.

The undersigned also represents that all actions taken, all things done and all expenditures made by the officers, directors, employees and agents of the Association, acting for and on behalf of the Association through the date hereof, are hereby ratified, approved and confirmed in all respects.

The undersigned also confirms that the proper officers of the Association are hereby authorized, empowered and directed to do and perform any and all acts and deeds necessary or desirable to execute and record the Amendment Documents as necessary in order to resubdivide Unit 111 and convey to the owner of such Unit the new portion of Unit 111 which was previously common area.

Date to be effective as of 7-15-03, 2003.

OWNER OF UNITS 103, 104 AND 105

  
WILLIAM C. PERRY



Teak J Simonton Eagle, CO

133

R 61.00

D 0.00

**851222**

Page: 5 of 12

09/24/2003 04:49p

**WESTGATE ASSOCIATION  
CONSENT OF MEMBER**

The Westgate Association, at a meeting held October 28, 2002, approved the lease and subsequent sale of certain common area for the purposes of its use in connection with Unit 111. The Westgate Association entered into a lease/option contract with Vail Valley Mexican Foods L.L.C. in form approved by the Executive Board of the Westgate Association. In connection with the final transfer of title to the common area covered by the contract, the following documents have been prepared:

1. First Amendment to Declaration for Westgate;
2. First Amendment to the Condominium Map, Westgate; and
3. Deed from Westgate Association to Vail Tenure LLC, as assignee of Vail Valley Mexican Foods L.L.C.

(collectively, the "Amendment Documents").

The undersigned hereby consents to the Amendment Documents in substantially the same form as attached hereto or in such form as approved by the Town of Avon.

The undersigned also represents that all actions taken, all things done and all expenditures made by the officers, directors, employees and agents of the Association, acting for and on behalf of the Association through the date hereof, are hereby ratified, approved and confirmed in all respects.

The undersigned also confirms that the proper officers of the Association are hereby authorized, empowered and directed to do and perform any and all acts and deeds necessary or desirable to execute and record the Amendment Documents as necessary in order to resubdivide Unit 111 and convey to the owner of such Unit the new portion of Unit 111 which was previously common area.

Date to be effective as of July 11, 2003.

OWNER OF UNITS 109 AND 110

THE JACQUELINE L. MONTGOMERY REVOCABLE TRUST

By: Jacqueline L. Montgomery

Name: JACQUELINE L. MONTGOMERY  
Trustee



Teak J Simonton Eagle, CO

133

R 61.00

D 0.00

**851222**

Page: 6 of 12

09/24/2003 04:49P

**WESTGATE ASSOCIATION  
CONSENT OF MEMBER**

The Westgate Association, at a meeting held October 28, 2002, approved the lease and subsequent sale of certain common area for the purposes of its use in connection with Unit 111. The Westgate Association entered into a lease/option contract with Vail Valley Mexican Foods L.L.C. dated October 18, 2002 in form approved by the Executive Board of the Westgate Association. In connection with the final transfer of title to the common area covered by the contract, the following documents have been prepared:

4. First Amendment to Declaration for Westgate;
5. First Amendment to the Condominium Map, Westgate; and
6. Deed from Westgate Association to Vail Tenure LLC, as assignee of Vail Valley Mexican Foods L.L.C.

(collectively, the "Amendment Documents").

The undersigned hereby consents to the Amendment Documents in substantially the same form as attached hereto or in such form as approved by the Town of Avon.

The undersigned also represents that all actions taken, all things done and all expenditures made by the officers, directors, employees and agents of the Association, acting for and on behalf of the Association through the date hereof, are hereby ratified, approved and confirmed in all respects.

The undersigned also confirms that the proper officers of the Association are hereby authorized, empowered and directed to do and perform any and all acts and deeds necessary or desirable to execute and record the Amendment Documents as necessary in order to resubdivide Unit 111 and convey to the owner of such Unit the new portion of Unit 111 which was previously common area.

Date to be effective as of July 3, 2003.

OWNER OF UNITS 201, 202, 203, 204, 205, 206, 207, 208

ELK MEADOW, INC.

By: \_\_\_\_\_

Frank Navarro, Vice President



Teak J Simonton Eagle, CO

133

R 61.00

D 0.00

**851222**

Page: 7 of 12

09/24/2003 04:49P

**WESTGATE ASSOCIATION  
CONSENT OF MEMBER**

The Westgate Association, at a meeting held October 28, 2002, approved the lease and subsequent sale of certain common area for the purposes of its use in connection with Unit 111. The Westgate Association entered into a lease/option contract with Vail Valley Mexican Foods L.L.C. in form approved by the Executive Board of the Westgate Association. In connection with the final transfer of title to the common area covered by the contract, the following documents have been prepared:

1. First Amendment to Declaration for Westgate;
2. First Amendment to the Condominium Map, Westgate; and
3. Deed from Westgate Association to Vail Tenure LLC, as assignee of Vail Valley Mexican Foods L.L.C.

(collectively, the "Amendment Documents").

The undersigned hereby consents to the Amendment Documents in substantially the same form as attached hereto of in such form as approved by the Town of Avon.

The undersigned also represents that all actions taken, all things done and all expenditures made by the officers, directors, employees and agents of the Association, acting for and on behalf of the Association through the date hereof, are hereby ratified, approved and confirmed in all respects.

The undersigned also confirms that the proper officers of the Association are hereby authorized, empowered and directed to do and perform any and all acts and deeds necessary or desirable to execute and record the Amendment Documents as necessary in order to resubdivide Unit 111 and convey to the owner of such Unit the new portion of Unit 111 which was previously common area.

Date to be effective as of July 17, 2003.

OWNER OF UNITS 111, 209, 210 AND 211

VAIL TENURE LLC

By: \_\_\_\_\_

G. Richard Wheelock, Jr., Sole Member



Teak J Simonton Eagle, CO

133

R 81.00

D 0.00

**851222**

Page: 8 of 12

09/24/2003 04:49P



**WESTGATE ASSOCIATION  
CONSENT OF MEMBER**

The Westgate Association, at a meeting held October 28, 2002, approved the lease and subsequent sale of certain common area for the purposes of its use in connection with Unit 111. The Westgate Association entered into a lease/option contract with Vail Valley Mexican Foods L.L.C. in form approved by the Executive Board of the Westgate Association. In connection with the final transfer of title to the common area covered by the contract, the following documents have been prepared:

1. First Amendment to Declaration for Westgate;
2. First Amendment to the Condominium Map, Westgate; and
3. Deed from Westgate Association to Vail Tenure LLC, as assignee of Vail Valley Mexican Foods L.L.C.

(collectively, the "Amendment Documents").

The undersigned hereby consents to the Amendment Documents in substantially the same form as attached hereto or in such form as approved by the Town of Avon.

The undersigned also represents that all actions taken, all things done and all expenditures made by the officers, directors, employees and agents of the Association, acting for and on behalf of the Association through the date hereof, are hereby ratified, approved and confirmed in all respects.

The undersigned also confirms that the proper officers of the Association are hereby authorized, empowered and directed to do and perform any and all acts and deeds necessary or desirable to execute and record the Amendment Documents as necessary in order to resubdivide Unit 111 and convey to the owner of such Unit the new portion of Unit 111 which was previously common area.

Date to be effective as of 7/5/03, 2003.

OWNER OF UNITS 101 AND 102

  
J. MICHAEL COLLINS



**851222**

Page: 9 of 12  
09/24/2003 04:49P  
D 0.00

Teak J Simonton Eagle, CO

133

R 61.00

D 0.00

3743  
25

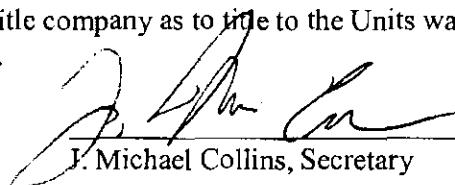
## CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Westgate Association, a Colorado nonprofit corporation; and

That the required number of consents of Owners were obtained for purposes of approving, executing and recording this First Amendment to Declaration for Westgate, and a record of such consents is on file with the records of the Association.

That a certificate of a licensed title company as to title to the Units was obtained and is on file with the records of the Association.

  
\_\_\_\_\_  
J. Michael Collins, Secretary



851222

Page: 10 of 12

09/24/2003 04:49P

Teek J Simonton Eagle, Co

133

R 61.00

D 0.00

CONSENT OF LIENOR

The undersigned, beneficiary under (1) the Deed of Trust recorded June 11, 1999 at Reception No. 699620 in the Office of the Clerk and Recorder of Eagle County, Colorado, and (2) the Deed of Trust recorded January 17, 2003 at Reception No. 820656 in the Office of the Clerk and Recorder of Eagle County, Colorado, as the foregoing may be amended from time to time, the Deeds of Trust relating to Units 103, 104, and 105, Westgate, for itself and its successors and assigns, approves the First Amendment to Declaration for Westgate, affecting the property encumbered by the Deeds of Trust, and agrees that no foreclosure or other enforcement of any remedy pursuant to the Deeds of Trust shall impair, invalidate, supersede or otherwise affect the covenants, condition, restrictions and easements established by that Declaration, as so amended.

WESTSTAR BANK

By: [Signature]  
Name: Dan E. Godic  
Title: President

STATE OF COLORADO )  
 )ss.  
COUNTY OF Eagle )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of August, 2003, by Dan E. Godic as President of WestStar Bank.

Witness my hand and official seal.

My commission expires: My Commission Expires 4/28/07

[Signature]  
Notary Public



851222  
Page: 11 of 12  
09/24/2003 04:49P  
Teak J Simonton Eagle, CO 133 R 61.00 D 0.00

CONSENT OF LIENOR

The undersigned, beneficiary under the Deed of Trust relating to Unit 111, Westgate, recorded July 8<sup>th</sup>, 2003 at Reception No. 839529 in the Office of the Clerk and Recorder of Eagle County, Colorado, as the same may be amended from time to time, for itself and its successors and assigns, approves the First Amendment to Declaration for Westgate, affecting the property encumbered by the Deed of Trust, and agrees that no foreclosure or other enforcement of any remedy pursuant to the Deed of Trust shall impair, invalidate, supersede or otherwise affect the covenants, condition, restrictions and easements established by that Declaration, as so amended.

FIRSTBANK OF VAIL

By: [Signature]  
Name: Kevin M. Armitage  
Title: AVP

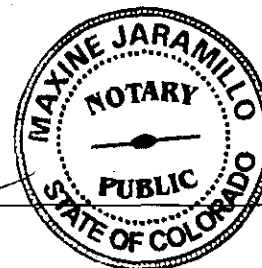
STATE OF COLORADO )  
 )ss.  
COUNTY OF Eagle )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of Sept., 2003, by Kevin M. Armitage as Assistant Vice President of FirstBank of Vail.

Witness my hand and official seal.

My commission expires: 10-15-05

[Signature]  
Notary Public



851222

Page: 12 of 12  
09/24/2003 04:49P  
D 0.00

Teak J Simonton Eagle, CO

133

R 51.00



851222  
 Page: 1 of 12  
 09/24/2003 04:49P  
 R 61.00 D 0.00

12/16/03  
 13/66-

**FIRST AMENDMENT TO  
 DECLARATION FOR WESTGATE**

This First Amendment to Declaration for Westgate (the "First Amendment") is made as of SEPTEMBER 24, 2003 by Westgate Association, a Colorado nonprofit corporation (the "Association").

**WITNESSETH:**

WHEREAS, Elk Meadow, Inc. ("Elk Meadow") caused to be recorded the Declaration for Westgate on December 5, 1997 at Book 745, Page 422, Reception No. 641367 in the Office of the Clerk and Recorder of Eagle County, Colorado (the "Declaration"), and the Condominium Map, Westgate, recorded on December 5, 1997 at Book 745, Page 421, as corrected by Correction Map recorded January 21, 1998 at Reception No. 644988 in the Office of the Clerk and Recorder of Eagle County, Colorado (collectively, the "Map");

WHEREAS, all capitalized terms used herein shall have the meanings as defined in the Declaration, unless otherwise defined or modified herein;

WHEREAS, Elk Meadow assigned its rights as Declarant to Navarro Lowrey, L.P., a Delaware limited partnership ("Declarant"), by Assignment of Declarant Rights recorded December 23, 1999 at Reception No. 718697 in the Office of the Clerk and Recorder of Eagle County, Colorado.

WHEREAS, the Association, by at least sixty-seven percent (67%) of the voting interest of the Owners, has approved the resubdivision and conveyance of a portion of the Common Elements in order to grant Unit 111 the use of such portion of the Common Elements.

WHEREAS, simultaneously with the recording of this First Amendment, the Map is being amended by that certain First Amendment to the Condominium Map, Westgate ("Map Amendment"), which show the new boundaries of Unit 111.

NOW, THEREFORE, the Association hereby approves the Map Amendment which amends the boundaries of Unit 111 and the Common Elements, and agrees to the conveyance to the Owner of Unit 111 of such portion of the Common Elements which has been included within the boundaries of Unit 111 as reflected on the Map Amendment. Such approval is subject to the following covenants, conditions, restrictions and easements and the covenants, conditions, restrictions and easements contained in the Declaration, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title, or interest in all or any part of the Property.

1. General. The terms and provisions contained in this First Amendment shall be in addition and supplemental to the terms and provisions contained in the Declaration. All terms and provisions of the Declaration, including all definitions, except those terms and provisions specifically modified herein, shall be applicable to this First Amendment.

RE-RECORDED TO ATTACH SCHEDULE 1



852619  
 Page: 1 of 13  
 10/03/2003 04:34f  
 R 66.00 D 0.00

2. Effect of Map Amendment. That portion of the Common Elements which has been included within Unit 111 is hereby and, upon the recording of this First Amendment and the Map Amendment, shall be deemed to be a portion of Unit 111 and subject to all of the covenants, conditions, restrictions and easements as contained in the Declaration as applicable to Units.

3. Assessments. Assessments by the Association as provided in Article 8 of the Declaration, upon the recording of this First Amendment and the Map Amendment, shall be divided among the Units according to the interest allocations and formula set forth on Schedule 1 attached hereto and incorporated herein by reference, and Exhibit B to the Declaration is hereby amended in its entirety to read in accordance with Schedule 1 hereto. Notwithstanding the modification in the boundaries of Unit 111 and the Common Elements, and the amendment of the percentage interests of the Owners in the Common Elements, each Owner shall remain fully liable with respect to his obligation for the payment of the Common Expenses of the Association. The recording of this First Amendment shall not alter the amount of the Common Expenses assessed to a Unit prior to such recording.

4. Description of Units within Property. After this First Amendment has been filed for record in the Office of the Clerk and Recorder of Eagle County, Colorado, any contract of sale, deed, lease, mortgage, will or other instrument affecting a Unit shall describe it by its Unit number, according to (a) the Condominium Map, Westgate, recorded December 5, 1997 at Book 745, Page 421, as corrected by Correction Map, Westgate, recorded January 21, 1998 at Reception No. 644988, and as amended by First Amendment to the Condominium Map, recorded September 24, 2003, at Reception No. 851223, and (b) the Declaration for Westgate, recorded December 5, 1997 at Book 745, Page 422, as amended by First Amendment to Declaration for Westgate, recorded September 24, 2003 at Reception No. 851222, all as recorded in the Office of the Clerk and Recorder of Eagle County, Colorado.

5. Owner Consent. The Owner of Unit 111 hereby executes this First Amendment in order to evidence its acknowledgment and approval thereof.

6. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

7. Conflicts Between Documents. In case of conflict between the Declaration, as amended hereby, and the Articles or Bylaws of the Association, the Declaration as amended shall control.

 **852619**  
Page: 2 of 13  
10/03/2003 04:34P  
Teak J Simonton Eagle, CO 133 R 66.00 D 0.00

 **851222**  
Page: 2 of 12  
09/24/2003 04:49P  
Teak J Simonton Eagle, CO 133 R 61.00 D 0.00

ASSOCIATION:

WESTGATE ASSOCIATION, a Colorado nonprofit corporation

By: [Signature]  
Frank E. Navarro, President

STATE OF Colorado  
COUNTY OF Eagle )ss.

The foregoing instrument was acknowledged before me this 18 day of July 2003, by Frank E. Navarro as President of Westgate Association, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 10/2/03

[Signature]  
Notary Public

NOTARY PUBLIC  
STATE OF COLORADO  
Commission Expires 10/2/03



852619  
Page: 3 of 13  
10/03/2003 04:34F

Teak J Simonton Eagle, CO 133 R 66.00 D 0.00



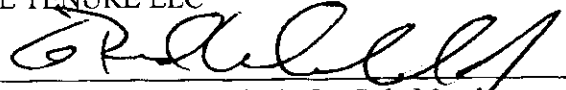
851222  
Page: 3 of 12  
09/24/2003 04:49P

Teak J Simonton Eagle, CO 133 R 61.00 D 0.00

OWNER:

VAIL TENURE LLC

By:

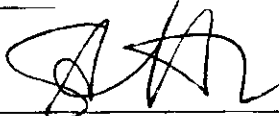
  
G. Richard Wheelock, Jr., Sole Member

STATE OF COLORADO            )  
  )ss.  
COUNTY OF EAGLE            )

The foregoing instrument was acknowledged before me this 13 day of August, 2003, by G. Richard Wheelock, Jr. as Sole Member of Vail Tenure LLC, a Colorado limited liability company.

Witness my hand and official seal.

~~My commission expires:~~  
**STEFANIE HANDLER**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
My Commission Expires 7/23/2005

  
Notary Public



**852619**

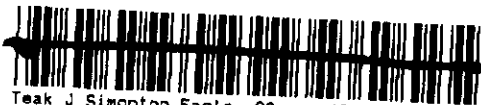
Page: 4 of 13  
10/03/2003 04:34  
R 66.00 D 0.00

Teak J Simonton Eagle, CO

133

R 66.00

D 0.00



**851222**

Page: 4 of 12  
09/24/2003 04:49P  
R 61.00 D 0.00

Teak J Simonton Eagle, CO

133

R 61.00

D 0.00



**WESTGATE ASSOCIATION  
CONSENT OF MEMBER**

The Westgate Association, at a meeting held October 28, 2002, approved the lease and subsequent sale of certain common area for the purposes of its use in connection with Unit 111. The Westgate Association entered into a lease/option contract with Vail Valley Mexican Foods L.L.C. in form approved by the Executive Board of the Westgate Association. In connection with the final transfer of title to the common area covered by the contract, the following documents have been prepared:

1. First Amendment to Declaration for Westgate;
2. First Amendment to the Condominium Map, Westgate; and
3. Deed from Westgate Association to Vail Tenure LLC, as assignee of Vail Valley Mexican Foods L.L.C.

(collectively, the "Amendment Documents").

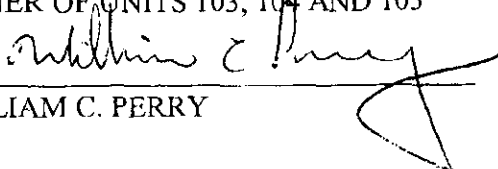
The undersigned hereby consents to the Amendment Documents in substantially the same form as attached hereto or in such form as approved by the Town of Avon.

The undersigned also represents that all actions taken, all things done and all expenditures made by the officers, directors, employees and agents of the Association, acting for and on behalf of the Association through the date hereof, are hereby ratified, approved and confirmed in all respects.

The undersigned also confirms that the proper officers of the Association are hereby authorized, empowered and directed to do and perform any and all acts and deeds necessary or desirable to execute and record the Amendment Documents as necessary in order to resubdivide Unit 111 and convey to the owner of such Unit the new portion of Unit 111 which was previously common area.

Date to be effective as of 7-15-03 2003.

OWNER OF UNITS 103, 104 AND 105

  
WILLIAM C. PERRY

 **852619**  
Page: 5 of 13  
Teak J Simonton Eagle, CO 133 R 65.00 D 0.00  
10/03/2003 04:34

 **851222**  
Page: 5 of 12  
Teak J Simonton Eagle, CO 133 R 61.00 D 0.00  
09/24/2003 04:49p