

**FIFTH SUPPLEMENT TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR CATAMOUNT**

This Fifth Supplement to Declaration of Covenants, Conditions, Restrictions and Easements for Catamount (this "Supplement") is made as of December 19, 2001, by CATAMOUNT DEVELOPMENT, INC., a Colorado corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant has caused to be recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements for Catamount on January 12, 1999, in Book 754 at Page 458, under Reception No. 504830 in the Office of the Clerk and Recorder of Routt County, Colorado (as such Declaration has been amended or supplemented from time to time, the "Declaration"), and that certain subdivision plat of The Cabins at Lake Catamount, a Replat and Resubdivision of Parcel 11 of the Lake Catamount Subdivision Exemption Plat, recorded in the Office of the Clerk and Recorder of Routt County, Colorado, on September 11, 2001, at Reception No. 551519, File No. 13033, and the subdivision plat of A Replat of Lot 5 of the Cabins at Lake Catamount, recorded in the Office of the Clerk and Recorder of Routt County, Colorado, on October 23, 2001, at Reception No. 553543, File No. 13052 (collectively, the "Plat");

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

WHEREAS, in Article 14 of the Declaration, Declarant expressly reserved for itself the right to expand the Property by annexing and submitting additional Units and/or Common Area by one or more duly recorded Supplemental Declarations and/or Supplemental Plats, and Declarant wishes to submit to the Property currently subjected to the Declaration the property described in Exhibit A attached hereto and incorporated herein by reference consisting of two (2) Units (hereinafter referred to as the "Supplemental Property"); and

WHEREAS, Declarant wishes to reserve the right for itself to further expand the Property in the future to include additional Units and to expand the Common Area.

NOW, THEREFORE, Declarant hereby declares that both the Property, which shall include any property previously subjected to the terms of the Declaration, and the Supplemental Property shall be held, sold and conveyed 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 the Supplemental 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 or the Supplemental Property:

1. General. The terms and provisions contained in this Supplement shall be in addition and supplemental to the terms and provisions contained in the Declaration, as may have been amended or supplemented from time to time. All terms and provisions of the Declaration, including all definitions, except those terms and provisions specifically modified herein, shall be applicable to this Supplement and to the Supplemental Property. The definitions used in the Declaration are hereby expanded and shall hereafter and in the Declaration be deemed to encompass and refer to the Property as defined in the Declaration and the Supplemental Property as defined herein. For example, reference to the "Property" shall mean both the Property currently subjected to the Declaration and the Supplemental Property, and reference to the "Declaration" shall mean the Declaration, as previously supplemented or amended, and as supplemented by this Supplement.

2. Annexation of Supplemental Property. The Supplemental Property is hereby and, upon the recording of this Supplement, shall be annexed into the Property, and subject to the terms of the Declaration.

3. Reservation. Declarant hereby reserves the right for itself to further expand the Property in the future to include additional Units and to expand the Common Area.

4. 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.

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

CATAMOUNT DEVELOPMENT, INC.,
a Colorado corporation

By: John Reed, V.P.
Name: JOHN REED
Title: VICE PRESIDENT



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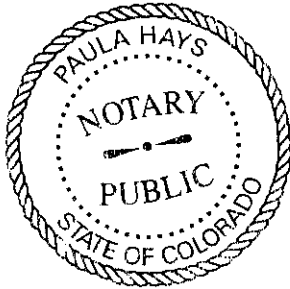
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STATE OF COLORADO)
)ss.
COUNTY OF Routt)

The foregoing instrument was acknowledged before me this 19th day of December, 2001, by John Reed as Vice President of Catamount Development, Inc., a Colorado corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: 5-16-03



Paula Hays
Notary Public



JOINDER OF LENDER

Community First National Bank, a national banking association ("Lender") is the beneficiary under those certain Deeds of Trust recorded in the Office of the Clerk and Recorder of Routt County, Colorado and identified as follows:

1. Dated October 12, 1998, and recorded October 14, 1998, in Book 751 at Page 687, Reception No. 500642;
2. Dated June 9, 1999, and recorded June 9, 1999, in Book 759 at Page 289, Reception No. 511782;
3. Dated June 9, 1999, and recorded June 9, 1999, in Book 759 at Page 290, Reception No. 511783, and first amendment thereto recorded April 5, 2000, Reception No. 526023;
4. Dated March 31, 2000, and recorded April 5, 2000, Reception No. 526022;
5. Dated August 23, 2000, and recorded August 31, 2000, Reception No. 532513;
6. Dated September 28, 2000, and recorded November 2, 2000, Reception No. 535821;
7. Dated September 28, 2000, and recorded November 2, 2000, Reception No. 535823;
8. Dated September 28, 2000, and recorded November 2, 2000, Reception No. 535825;
9. Dated September 28, 2000, and recorded November 2, 2000, Reception No. 535827;
10. Dated September 28, 2000, and recorded November 2, 2000, Reception No. 535829;
11. Dated September 28, 2000, and recorded November 2, 2000, Reception No. 535831; and
12. Dated September 28, 2000, and recorded November 2, 2000, Reception No. 535833.

Lender, for itself and its successors and assigns, approves the foregoing Fifth Supplement to Declaration of Covenants, Conditions, Restrictions and Easements for Catamount, which affects the property encumbered by the Deed of Trust, and agrees that no foreclosure or other enforcement of any remedy pursuant to any of the Deed of Trust of which Lender is a beneficiary shall impair, invalidate, supersede or otherwise affect the covenants, conditions,



restrictions and easements established by that Declaration or any amendment or supplement thereto.

Executed this 19th day of December, 2001.

COMMUNITY FIRST NATIONAL BANK,
a national banking association

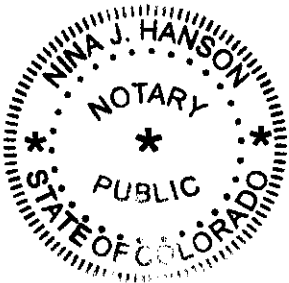
By: Paul E. Clavadetscher
Name: Paul E. Clavadetscher
Title: President

STATE OF COLORADO)
) ss.
COUNTY OF Routt)

The foregoing instrument was acknowledged before me this 19 day of December, 2001, by Paul E. Clavadetscher as President of Community First National Bank, a national banking association.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: 7/26/05



Nina J. Hanson
Notary Public



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EXHIBIT A

SUPPLEMENTAL PROPERTY

Lots 5A and 5B, The Cabins at Lake Catamount, according to the subdivision plat of The Cabins at Lake Catamount, a Replat and Resubdivision of Parcel 11 of the Lake Catamount Subdivision Exemption Plat, recorded in the Office of the Clerk and Recorder of Routt County, Colorado, at Reception No. 551519, File No. 13033, and according to the subdivision plat of A Replat of Lot 5 of the Cabins at Lake Catamount, recorded in the Office of the Clerk and Recorder of Routt County, Colorado, at Reception No. 553543, File No. 13052.