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Steve Moreno, Clerk and Recorder

**AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
THE LAKE RIDGE CONDOMINIUMS**

September 29, 2010

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AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE LAKE RIDGE CONDOMINIUMS

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Lake Ridge Condominiums (the "Declaration") is made as of _____, 20____, by Lake Ridge Condominium Homeowners' Association, Inc., a Colorado nonprofit corporation.

RECITALS

A. On May 1, 2002, Thomas Lake Development Corp., as the Declarant, recorded that particular Declaration of Covenants, Conditions, and Restrictions for the Lake Ridge Condominiums ("Original Declaration") at Reception No. 2947809 in the office of the Clerk and Recorder of Weld County, Colorado; and

B. The Original Declaration and the Map referenced therein created the condominium community known as Lake Ridge Condominiums; and

C. Lake Ridge Condominiums are subject to the provisions of the Colorado Common Interest Ownership Act, C.R.S. 38-33.3-101 *et seq.* (the "Act"); and

D. The Original Declaration provides that it may be amended by the affirmative vote of Unit Owners owning a minimum of sixty-six percent (66%) of the voting interests, except that certain provisions of the Original Declaration may be amended upon unanimous approval of all Unit Owners; and

E. The Act provides that any provision in a declaration that purports to specify a percentage larger than sixty-seven percent is declared void as contrary to public policy, and until amended, such provision shall be deemed to specify a percentage of sixty-seven percent, and further that no amendment may change the allocated interests of a Unit in the absence of a vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association or any larger percentage the declaration specifies, and that no amendment may change the uses to which any Unit is restricted in the absence of a vote or agreement of Unit Owners of Units to which at least sixty-seven percent of the votes in the Association are allocated or any larger percentage the declaration specifies; and

F. The amendments to the Original Declaration set forth herein have been approved by the Unit Owners owning a minimum of 66% of the voting interests.

ARTICLE 1

DECLARATION AND SUBMISSION

Section 1.1 Declaration. The Real Estate described in Exhibit A attached hereto and

incorporated herein by this reference shall be encumbered, held, sold and conveyed subject to the following covenants, conditions, reservations, restrictions and easements which shall run with the land and be binding on all parties and the heirs, successors and assigns of parties having any right, title or interest in all or any part of the Real Estate. The terms and provisions of this Declaration shall supersede in its entirety the Original Declaration. All capitalized terms contained herein, unless otherwise defined herein shall have the same meaning as in the Original Declaration.

ARTICLE 2

DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

Section 2.1 "Agency" means any agency or corporation such as the Department of Housing and Urban Development ("HUD"), Federal Housing Administration ("FHA"), Department of Veteran's Affairs ("VA"), Fannie Mae or Freddie Mac that purchases, insures or guarantees residential mortgages.

Section 2.2 "Allocated Interests" means the ownership interests in the Common Elements, Common Expense liability, and votes in the Association, allocated to Units in the Project, as set forth in Exhibit B attached hereto. The Allocated Interests shall be a fraction, the numerator of which is the approximate area of the Unit and the denominator of which is the total area of all Units in the Project. The area of each of the Units as set forth in Exhibit B shall be conclusive, even though subsequent measurements may determine different amounts.

Section 2.3 "Annual Assessment" means the Assessment levied pursuant to an annual budget.

Section 2.4 "Articles" mean the Articles of Incorporation for Lake Ridge Condominium Homeowners' Association, Inc., a Colorado nonprofit corporation and any amendments that may be made to those Articles from time to time.

Section 2.5 "Assessments" means the Annual, Special and Default Assessments levied pursuant to Article 11 below. Assessments are also referred to as a common expense liability as defined under the Act.

Section 2.6 "Association" means the Lake Ridge Condominium Homeowners' Association, Inc., a Colorado nonprofit corporation, and its successors and assigns.

Section 2.7 "Association Documents" means this Declaration, the Articles of Incorporation, the Bylaws, the Map, and any Rules adopted by the Association.

Section 2.8 "Building" means the structures containing the Units as depicted on the Map.

Section 2.9 "Bylaws" the Bylaws adopted by the Association, as amended from time to time.

Section 2.10 "Clerk and Recorder" means the office of the Clerk and Recorder in Weld County, Colorado.

Section 2.11 "Common Element" means all portions of the Project except the Units, and which consists of General Common Elements and Limited Common Elements. The Common Elements are owned by the Owners in undivided interests according to the Allocated Interests set forth in Section 2.2 above.

2.11.1 "General Common Elements" means all tangible physical properties of the Project, except Limited Common Elements and the Units, for which the Association has an obligation to maintain, repair, replace or operate, and without limiting the foregoing, includes all of the following:

- a. except as specified in paragraph 2.11.2 below, all of the land, subsurface and air rights and landscaping within the Project, including, without limitation, all driveways, curbs, retaining walls, courtyards, sidewalks, parking areas, fences, and including the grass, shrubbery, trees, and plants, and all other improvements located therein or thereon;
- b. all facilities or improvements within the Project owned or leased by the Association, or which the Association has a right to use or occupy, or which the Association has an obligation to maintain;
- c. all foundations, columns, girders, beams and supports of the structures making up the Units;
- d. the exterior walls of the structures making up the Units; the main or bearing walls within the structures making up the Units; and all portions of the walls, floors or ceilings in a structure that are not part of the Unit as described in Section 2.35 below; and
- e. in general, all other parts of the Project necessary in common use or convenient to its existence, maintenance and safety.

2.11.2 "Limited Common Elements" means those parts of the Common Elements which are either limited to or reserved in this Declaration, the Map, or by action of the Association, for the exclusive use of one or more, but fewer than all of the Units.

- a. Without limiting the generality of the foregoing, the Limited Common Elements specifically includes doorsteps, stoops, exterior entry steps; porches, balconies, decks, patios (including railings and interior of patio and deck walls); all exterior doors and door frames and exterior windows and window frames

located at the boundaries of Units, entrances into Units, skylights of Units; exterior fixtures attached to a Unit, utility systems, mechanical and electrical systems serving only that Unit; and the attic and crawl space located appurtenant to each Unit, and other areas and improvements that are designed to serve an individual Unit; and if allowed, all shutters, awnings, window boxes; and any portion of a chute, flue, duct, pipe, drain, wire, conduit, bearing wall, bearing column, or other fixture which lies completely or partially within a Unit, and/or completely or partially outside the designated boundaries of a Unit which serves more than one (1) but less than all the Units in the Project. Without limiting the foregoing, the Limited Common Elements shall include parking spaces which may be designated as Limited Common Elements on the Map, or which are assigned or appurtenant to a particular Unit. The horizontal boundaries of porches, balconies, decks and patios shall be the same as the interior horizontal boundaries of the Units to which such Limited Common Elements are appurtenant, unless the Map specifically defines other horizontal boundaries.

b. The exterior of Unit 29, its garage, parking pad, and patio, and its foundations, columns, girders, beams, supports, exterior walls, roofs, interior load bearing walls, pillars, underlying floors, essential and permanent installations and equipment for power, lights, and exhaust fans, and all exterior pipes, conduits, ducts, vents and other service and utility lines within Unit 29 shall be deemed to be Limited Common Elements appurtenant to Unit 29.

Section 2.12 "Common Expenses" means expenditures made or liabilities incurred by or on behalf of the Association, together with allocations to reserves, including but not limited to: (1) all expenses expressly declared to be common expenses by this Declaration or the Bylaws of the Association; (ii) all other expenses of administering, servicing, conserving, managing, maintaining, repairing or replacing the Common Elements; (iii) insurance premiums for the insurance carried under Article 11; and (iv) all expenses lawfully determined to be Common Expenses by the Executive Board.

Section 2.13 "County" means Weld County, Colorado.

Section 2.14 "Declarant" means NAWS Investments, LLC, a Colorado limited liability company and any Successor Declarant.

Section 2.15 "Declaration" means this Amended and Restated Declaration and the Map, and amendments thereto.

Section 2.16 "Eligible Mortgagee" means a First Mortgagee who has notified the Association, in writing, of its name and address and that it holds a First Mortgage on a Unit. The notice must include the address of the Unit on which it has a First Mortgage. The notice shall include a request that the First Mortgagee be given the notices and other rights described in Articles 18 and 19.

Section 2.17 "Executive Board" or "Board" means the governing body of the Association.

Section 2.18 "First Mortgage" means a Mortgage, the priority of which is not subject to any monetary lien or encumbrance except liens for taxes or other liens that are given priority by statute.

Section 2.19 "First Mortgagee" means any person named as a Mortgagee in any First Mortgage, or any successor to the interest of any such person under such Mortgage.

Section 2.20 "Good Standing" means that an Owner is no more than thirty (30) days late in the payment of any Annual, Special or Default Assessments, and who has none of his, her or its membership privileges suspended.

Section 2.21 "Map" means the Condominium map of the Project recorded with the Clerk and Recorder, depicting a plan and elevation of all or a part of the Real Estate subject to this Declaration and any annexations and amendments thereto.

Section 2.22 "Member" means any person or entity that holds membership in the Association.

Section 2.23 "Mortgage" means any mortgage, deed of trust or other document pledging any Unit or interest therein as security for payment of a debt or obligation.

Section 2.24 "Mortgagee" means any person named as a mortgagee or beneficiary in any Mortgage or any successor to the interest of any such person under such Mortgage.

Section 2.25 "Occupant" means a natural person who resides within a Unit with the intent to utilize such Unit as his/her domicile, regardless of the length of such residency, and may include a tenant who is occupying a Unit pursuant to a lease, rental agreement or other occupancy arrangement with the Owner.

Section 2.26 "Owner" means the owner of record, whether one or more persons or entities, of fee simple title to any Unit, and "Owner" also includes the purchaser under a contract for deed covering a Unit with a current right of possession and interest in the Unit.

Section 2.27 "Permitted User" means members of the Owner's family, or the Owner's tenant, employee, invitee, or licensee or the employee, invitee or licensees of the tenant.

Section 2.28 "Person" means a natural individual or any other entity with the legal right to hold title to real property.

Section 2.29 "Project" means the common interest community created by this Declaration and as shown on the Map consisting of the Real Estate, the Units and the Common Elements.

Section 2.30 "Qualifying Resident" means a natural person who is fifty-five (55) years of age or older who is an Occupant of a Unit.

Section 2.31 "Rules" mean rules, regulations, restrictions, guidelines and policies adopted and amended from time-to-time by the Executive Board for the regulation of the Units, Common Elements and the Project.

Section 2.32 "Successor Declarant" means any person or entity to whom Declarant assigns any or all of its rights, obligations or interest as Declarant, as evidenced by an assignment or deed of record executed by both Declarant and the transferee or assignee and recorded with the Clerk and Recorder.

Section 2.33 "Supplemental Declaration" means an instrument which amends this Declaration.

Section 2.34 "Supplemental Map" means a supplemental Map of the Project which depicts any change in the Project through a Supplemental Declaration.

Section 2.35 "Unit" means the fee simple interest and title in and to an individual airspace which is contained within the perimeter windows, doors and unfinished surfaces of perimeter walls, floors and ceilings, together with the appurtenant interest in the Common Elements. All spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit, and all lath, furring, wallboard, drywall, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the interior finished surfaces thereof are a part of the Units. The Unit shall include any fireplace, fireplace flues, chimneys, chases, heating and cooling elements, duct work, or related equipment, utility lines and outlets, electrical and plumbing fixtures, pipes, drains, flues and all other related equipment required to provide heating, air conditioning, hot and cold water, electrical, sewage or other utility services solely to the Unit. The Owner shall not be deemed to own lines, pipes, wires, conduits or systems running through his Unit which serve one or more other Units. For purposes of this definition of Unit, the terms set forth below shall have the meanings ascribed:

2.35.1 "Unfinished Perimeter Wall" means the studs, supports and other wooden, metal or similar structural materials making up the structure of a wall of a Unit, but not including any lath, furring, wallboard, drywall, plasterboard, plaster, paneling, tiles, wallpaper, paint, or other materials.

2.35.2 "Unfinished Ceiling" means the beams, joists, trusses and wooden or other structural materials which constitute the ceiling of a Unit, but not including any lath, furring, wallboard, drywall, plasterboard, plaster, paneling, tiles, decorative beams, wallpaper, paint, or other materials.

2.35.3 "Unfinished Floor" means the beams, floor joists, floor deck material and concrete which constitute the floor of a Unit, but not including any finished flooring or other materials.

Each capitalized term not otherwise defined in this Declaration or in the Map shall have the same meanings specified or used in the Act.

ARTICLE 3

NAME, DIVISION INTO UNITS

Section 3.1 **Name** The name of the Project is Lake Ridge Condominiums. The Project is a Condominium pursuant to the Act.

Section 3.2 **Association** The name of the Association is Lake Ridge Condominium Homeowners' Association, Inc., which has been incorporated as a nonprofit corporation under the laws of the State of Colorado.

Section 3.3 **Number of Units.** The number of Units in the Project is 29.

Section 3.4 **Identification of Units.** The identification number of each Unit is shown on the Map.

Section 3.5 **Description of Units.**

3.5.1 Each Unit, the appurtenant interest in the Common Elements and the appurtenant use of Limited Common Elements, shall comprise one Unit, which shall be inseparable and may be transferred, leased, devised or encumbered only as one Unit. Any attempted transfer of the appurtenant interest in the Common Elements or Limited Common Elements shall be void unless the Unit to which that interest is allocated is also transferred.

3.5.2 Any contract of sale, deed, lease, Mortgage, will or other instrument affecting a Unit may describe it by its Unit number, Lake Ridge Condominiums, County of Weld, State of Colorado, according to the Map and as defined and described in the Declaration thereof describing the date and reception number of recording of the Map and Declaration, as they may be amended from time to time.

Section 3.6 **Separate Parcels and Taxation.** Each Unit shall be deemed to be a parcel and shall be subject to separate assessment and taxation for all types of taxes authorized by law, including ad valorem levies and special assessments. No part of the Project other than Units shall be deemed a parcel. The lien for taxes assessed to any Unit shall be confined to such Unit. No forfeiture or sale of any Unit for delinquent taxes, assessments or other governmental charges shall divest or in any other way affect the title to any other Unit.

ARTICLE 4

RESTRICTIONS ON USE OF UNITS

Section 4.1 **Use and Occupancy Regulation, General.** All of the Units shall be held,

conveyed, used, improved, occupied, owned, resided upon and secured subject to the following provisions, conditions, limitations, restrictions, agreements and covenants, as well as those contained elsewhere in this Declaration. These restrictions are general in nature and the Executive Board shall have the power to adopt, amend, repeal and enforce additional Rules governing or restricting the use of the Units and the Common Elements as the Executive Board deems to be reasonable and necessary. Each Owner and Permitted User, by the Owner's acceptance of a deed or other instrument of conveyance or assignment to his or her Unit, agrees to be bound by any such Rules.

Section 4.2 Residential Use of Units. Subject to the provisions of Section 16.2 herein, a Unit shall be used and occupied in accordance with all applicable zoning requirements as they may be amended from time to time, and only as a residence, operating on a nonprofit, noncommercial basis. Notwithstanding the above, a Unit may be used for home operated businesses, so long as such business (i) is allowed by zoning resolutions as they may be amended from time to time; (ii) is not apparent or detectable by sight, sound, smell or vibration from the exterior of the Unit, (iii) does not increase pedestrian or vehicular traffic or parking within the Project; (iv) does not increase the insurance obligation or premium of the Association; and (v) does not allow for pickup or receipt of deliveries of packages at the Project. No signage associated with any such home operated business use is permitted. Uses commonly described as "day care" or "child care" facilities (licensed or unlicensed) are expressly prohibited.

Section 4.3 Restrictions on Leasing of Units. By acceptance of a deed for a Unit, the Unit Owner grants to the Association a power of attorney with respect to the matters set forth in this Section and in the event that an Owner fails to enforce any lease provision relating to compliance with all applicable covenants, restrictions, and Rules imposed by this Declaration, the Association shall have the right to enforce the same on behalf of and in the name of the Owner. Unless a restriction is otherwise approved by Owners to whom at least eighty percent (80%) of the votes in the Association are allocated, a Unit may be leased by a Unit Owner only where the following conditions are satisfied:

4.3.1 the leased premises comprises an entire Unit;

4.3.2 the subleasing of the leased Unit is prohibited by the lease agreement;

4.3.3 the lease is expressly made subject to all applicable covenants, restrictions, and Rules imposed by this Declaration and the Association, and any failure by the lessee to comply with any such covenants, restrictions, rules and regulations shall be a default under the lease. In the event that a tenant fails to comply with the provisions of the Association Documents, then, in addition to any other remedies which it may have, the Association may notify the Owner and demand that such violations be remedied within thirty days of such notice. In the event that the violations are not remedied within such period, the Owner shall, at Owner's sole cost and expense, institute and diligently prosecute an eviction action against such tenant on account of such violations. Such action shall not be compromised or settled without the consent of the Association. In the event the Owner fails to fulfill such obligations, the Association may, at its sole

discretion, institute and prosecute such action as the Owner's attorney in fact, at the Owner's sole cost and expense, including all legal fees.

Section 4.4 Compliance With Agency Requirements. The following restrictions shall apply in order to assure that the Project and Units are available for Agency underwritten, insured or guaranteed loans:

4.4.1 No more than ten percent (10%) of the Units may be owned by a single entity;

4.4.2 At least fifty-one percent (51%) of Units must be Owner occupied, or owned by Owners for use as a second home; and

4.4.3 No more than thirty percent (30%) of the Units may have Mortgages insured by FHA.

Notwithstanding the foregoing provisions of this Section 4.4, the Board shall have the authority to modify the provisions of this Section 4.4 from time to time without obtaining approval of the Members or any Mortgagee as necessary to meet the requirements of any Agency, and the Board may modify the provisions of this Section 4.4 without obtaining approval of the Members or any Mortgagee to make them less restrictive, so long as such modifications meet the requirements of any Agency.

Section 4.5 Right to Use the Common Elements. Subject to the restrictions imposed in this Declaration and any Rules, each Owner and Permitted User may use the Limited Common Elements allocated to his or her Unit and the Common Elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners. The Board may adopt Rules, governing or restricting the use of the Units, Limited Common Elements and the Common Elements. Each Owner and Permitted User, by the Owner's acceptance of a deed or other instrument of conveyance or assignment to his or her Unit, agrees to be bound by any such Rules. No Owner or Permitted User shall cause, or further, an obstruction of the Common Elements or Limited Common Elements, nor shall anything be stored on any part of the Common Elements or Limited Common Elements, without prior written consent of the Board. Nothing shall be altered, constructed on, or removed from the Common Elements or Limited Common Elements except upon the prior written consent of the Board.

Section 4.6 Nuisances. No noxious, offensive, dangerous or unsafe activity shall be conducted in or on the Project, including any Unit, nor shall anything be done, either willfully or negligently, which may be or become an unreasonable annoyance or nuisance to the other Owners or Permitted Users or which unreasonably interferes with the peaceful possession or property use of such Owner's or Permitted User's Unit. No Owner or Permitted User shall make or permit any disturbing noises nor do or permit anything to be done by others that will interfere with the rights, comforts or convenience of other Owners or Guests. Habitually barking, howling or yelping dogs shall be deemed a nuisance. The use of exterior spot lights, searchlights, speakers, horns, whistles, bells or other light or sound devices on any Unit are prohibited without

the prior approval of the Board.

Section 4.7 Compliance With All Laws. No offensive or unlawful use may be made of the Project. Owners and Permitted Users shall comply with and conform to all applicable laws of the United States, the State of Colorado, the Town of Mead, and all other governmental ordinances, rules and regulations as they may be amended from time to time; violations thereof shall be a breach of this Declaration subject to enforcement by the Association. No Unit shall be used for any purpose not in compliance with any local, state or federal law, ordinance, rule or regulation. It is the intent of this Declaration to comply with all applicable laws, ordinances, rules and regulations. To the extent that any such laws, ordinances, rules or regulations contradict the restrictions in this Declaration, the restrictions in this Declaration shall be deemed superseded by such laws, ordinances, rules or regulations.

Section 4.8 Hazardous Materials. No portion of the Project may be used for the manufacture or disposal of hazardous materials, or storage of hazardous materials other than in reasonable quantities typically used for purposes of residential cleaning, maintenance and repair.

Section 4.9 Increased Insurance Premiums. Except as may be approved in writing by the Board, nothing shall be done or kept which may result in a material increase in the rates of insurance or would result in the cancellation of any insurance maintained by the Association.

Section 4.10 Restrictions on Parking: Reservation of Spaces. The parking of vehicles, trailers, and equipment within the Common Elements shall be subject to the Rules adopted by the Association. Vehicles of Owners or Permitted Users shall be parked within the assigned carport for such Unit. No golf cart, house trailer, camping trailer, boat trailer, hauling trailer, or accessories thereto, recreational vehicle, all terrain vehicle, bus, or other type of commercial or recreational vehicle or equipment may be permanently parked or stored in or on the Common Elements. The Association may adopt Rules governing the temporary parking and keeping of such vehicles or equipment. No abandoned or inoperable vehicle or equipment of any kind shall be stored or parked on the Project. An "abandoned or inoperable vehicle or equipment" shall be defined as any vehicle which is not capable of being driven under its own propulsion, or does not have current registration, or license plates or other identifying marks have been removed from the vehicle or equipment, or the vehicle exhibits other characteristics of abandonment or inoperability, such as, but not limited to, flattened tires or broken windows or other components. The Board shall have the right to tow, remove or store a vehicle or equipment in violation of this Section, the expense of which shall be levied against the Owner of the vehicle or equipment.

Section 4.11 Exterior Windows and Doors. No windows or doors of any Units located in the exterior walls of the Building shall be altered or in any way repainted, nor shall any person cause any window air conditioner or other device or article to protrude outside the sash of any such window without the prior written consent of the Board, which may be withheld for any reason.

Section 4.12 Prohibited Alterations. No person shall alter any part of the heating, ventilation, or air conditioning system within a Unit or the Common Elements, or building-wide

security or alarm systems, nor alter the plumbing, electrical, mechanical or other utility systems in a Unit without the prior written consent of the Board, which may be withheld for any reason.

Section 4.13 Ceilings and Floors. Without the prior written consent of the Board, which may be withheld for any reason (i) no objects in excess of ten (10) pounds each shall be suspended from any ceiling of a Unit; (ii) no load shall be imposed upon the floor of any Unit in excess of the structural design limitations of the floor; and (iii) no ceiling or structural subfloor of any Unit shall be penetrated by any object nor shall any direct connections be made to such subfloors, by nails, bolts, screws or otherwise.

Section 4.14 Exterior Improvements: Signs. Without limiting the generality of any provision of this Declaration governing improvements to the Common Elements, no Owner or Permitted User shall cause anything to be affixed or attached to, hung, displayed or placed on or within the exterior walls, doors, or windows of the Building (including, but not limited to, awnings, canopies, signs, storm shutters, screens, reflective coverings, furniture, fixtures and equipment, generators, and clotheslines), without the prior written consent of the Board which may be withheld for any reason. Except as expressly allowed by Colorado law, no exterior signs or advertising shall be erected or placed on the exterior of any Unit, other than nameplates on doors or those expressly allowed by the Board, or within any Unit if it is visible from the exterior of the Unit. The Association may adopt Rules pertaining to the size and display of for sale and for rent signs.

Section 4.15 Outdoor Storage: Antennae. No refuse, garbage, trash, lumber, grass, shrubs or tree clippings, plant waste, metal, bulk materials, scrap or debris of any kind shall be kept, stored, or allowed to accumulate on any Common Element or Unit unless placed in a container provided solely for the purpose of garbage pickup. No equipment, materials or other items may be kept or stored outside of a Building or on any stairway or landing area of the Building, whether such area may be part of a Unit or a Limited Common Element of a Unit. The foregoing shall not prevent, however, the location or placing of antenna and other communication equipment in or on a Unit or a Limited Common Element of such Unit as may be permitted by this Declaration or the Association's Rules in conformity with the federal Telecommunications Act of 1996 and/or regulations enacted pursuant to such Act and establishing reasonable non-discriminatory restrictions relating to appearance, safety, location and maintenance.

Section 4.16 Household Pets. No animals of any kind, including livestock, birds, poultry, reptiles or insects shall be raised, bred, kept or boarded within the Project, including Common Elements, provided, however, that the Owner or Permitted User of a Unit may keep one *bona fide* household pet (dog, cat or other domestic animal subject to definitions, restrictions on size and breed, and other limitations and restrictions, including prohibitions on the types of pets, which may be established by the Board in the Association's Rules) so long as such pets are not kept for commercial purposes. The right to keep animals as household pets shall be coupled with the responsibility to pay for any damage caused by such animals, and any damages and any costs incurred by the Association in connection with the enforcement of the Association's rights shall be subject to all of the Association's rights with respect to the collection and enforcement of

assessments as provided in this Declaration, and further, with the corresponding obligation to immediately cleanup or remove any such pet's animal wastes from the Project and to restrain the pet from being a nuisance.

Section 4.17 Window Coverings. Window coverings in Units shall be in compliance with Rules adopted by the Executive Board.

Section 4.18 Adjoining Property. All Owners and Permitted Users shall be deemed to be aware of the fact that the Lake Ridge Condominiums are located within 1000 feet of land which is utilized or zoned for agricultural operations and uses, and therefore, Owners and Permitted Users may be subject to inconveniences or discomfort arising from such agricultural operations, including but not limited to the storage, application, and disposal of manure, the application by spraying, or otherwise, of agricultural chemicals, fertilizers, soil amendments, herbicides, pesticides, and the operation of agricultural machinery and vehicles for planting, cultivation, plowing, spraying, pruning, harvesting, crop protection, and the shipping and processing of products, and the operation of machinery of any kind during any hours of the day or night, including spraying by aircraft, any and all of which, individually or in combination thereof, may generate dust, smoke, light, noise, odor, fumes, or vapors and vehicular traffic. The Town of Mead has determined that the inconveniences and discomforts associated with such agricultural operations shall not be considered a nuisance if such operations are consistent with the accepted customs and standards as established and followed by similar agricultural operations in area surrounding the Project. Owners and Permitted Users should be prepared to accept such inconveniences or such discomforts as normal results of being in proximity to agricultural operations. Furthermore, such agricultural operations may be conducted within the unincorporated areas of Weld County over which the Town of Mead has no jurisdiction to regulate or control.

Section 4.19 Damage Caused by Owner or Permitted User. If, due to the act or neglect of an Owner or Permitted Users, loss or damage shall occur or be caused to any person or property other than the Owner's Unit, such Owner or Permitted User shall be liable and responsible for the payment of same. The amount of such loss or damages and any costs incurred by the Association in connection with the enforcement of the Association's rights shall be subject to all of the Association's rights with respect to the collection and enforcement of assessments as provided in this Declaration.

Section 4.20 No Partition, Subdivision or Combination. No portion of the Project shall be subject to an action for partition or division and no Units shall be subdivided, resubdivided or combined.

ARTICLE 5

AGE RESTRICTIONS

Section 5.1 Age Restrictions. The Project is intended to be a community exempt from the familial status limitations contained in the Fair Housing Act and C.R.S. §24-34-502 and

regulations adopted thereunder (as either may be amended from time to time). Accordingly, at least eighty percent (80%) of the Units must be occupied by at least one Qualifying Resident; provided, however, that Persons (and their family members residing in the same Unit) hired by the Association who perform substantial duties related to the management or maintenance of the Project, and/or Persons necessary to provide a reasonable accommodation to disabled Qualifying Residents, may occupy a Unit even though such Unit is not occupied by a Qualifying Resident. Notwithstanding the foregoing, under no circumstances will any Person who is twenty-five (25) years of age or less occupy a Unit.

Section 5.2 Applicability of Age Restrictions. Except as provided in Section 5.8 below, the occupancy regulations of this Article regarding age restrictions applies to all Occupants of a Unit, whether Owners, family members, roommates, tenants or otherwise, and to all leases, rentals, transfers, and conveyances of any sort, including sales. Notwithstanding the foregoing, in the case of a Qualifying Resident's death, hospitalization, or other prolonged absence of, or the dissolution of marriage from, a Qualifying Resident, an Occupant may continue to reside in the Unit for so long as at least eighty percent (80%) of the Units remain occupied by at least one Qualifying Resident, and if such condition cannot be met, then for no more than sixty (60) days following the death, hospitalization, or other prolonged absence of, or the dissolution of marriage from, the Qualifying Resident, subject to the following conditions:

5.2.1 the Occupant was residing with the Qualifying Resident before the Qualifying Resident's death, hospitalization, other prolonged absence, or dissolution of marriage;

5.2.2 in the event of dissolution of marriage from the Qualifying Resident, the Occupant may continue to reside in the Unit for no more than sixty (60) days after the date of the court decree or order of dissolution of marriage;

5.2.3 occupancy by such Occupant does not cause the Project to fail to qualify, or become in imminent risk of failing to qualify, for the exemption for housing for older persons under the Fair Housing Act, and as set forth in C.R.S. §24-34-502, and any applicable regulations promulgated thereunder, as determined by the Board, in its sole discretion.

Section 5.3 Owner's Duty to Ascertain Age of Purchaser or Tenant. It shall be the duty and obligation of each record Owner, prior to selling, conveying, leasing, renting or transferring such Owner's Unit, to ascertain whether, after purchase or lease, at the Occupant(s) will be a Qualifying Resident(s), subject to the provisions above, and shall further confirm this fact to the Association at least ten (10) business days prior to any conveyance of the effective date of any lease, in the form of an affidavit as determined by the Association from time to time. In the event that such Owner is unable to ascertain whether the Occupant(s) will be a Qualifying Resident(s), or in the event the Owner ascertains that the Occupant(s) will not be a Qualifying Resident(s), the Association shall have the right to disallow any such sale, conveyance, lease, renting or transfer of such Unit so as to preserve the exemption from the Fair Housing Act and C.R.S. §24-34-502.

Section 5.4 Responsibility for Compliance. It is understood that ultimate responsibility for compliance with the provisions hereof rests with the Owners. It is the duty of each Owner to comply herewith and with any and all policies, procedures, rules and regulations promulgated, approved, or adopted by the Association, and to make notification to the Association as provided in this Article. Each Owner acknowledges that the pattern of resales of Units can be difficult to control or predict, and that compliance with the aforementioned restrictions relating to Qualifying Residents depends on the cooperation of the Owners as a whole. The Association shall assist in the monitoring of compliance with the terms hereof by maintaining records of the age of occupants of each Unit and periodically updating such records, as more fully provided in this Article.

Section 5.5 Information Regarding Age of Occupants. The Association shall, at least once every two (2) years, determine the occupancy of each Unit, including identifying whether the Occupant(s) is/are a Qualifying Resident(s). The Association shall publish and adhere to policies and procedures which demonstrate the intent to provide housing for older persons, including, but not limited to, reliable surveys and affidavits for verification of occupancy. The Association shall accept any one of the following documentations, so long as the same contains specific information about the current age or date of birth of the Occupant(s):

- a. Driver's license;
- b. Birth Certificate;
- c. Passport;
- d. Immigration card;
- e. Military identification;
- f. Other state, local, national or international official documents containing a birth date of comparable reliability;
- g. A certification in a lease, application, affidavit, or other document signed by an adult Occupant asserting that at the Occupant(s) in the Unit is/are a Qualifying Resident; or
- h. Other documentation acceptable under the Fair Housing Act.

A summary of occupancy surveys shall be available for inspection during normal weekday business hours or other reasonable times upon reasonable notice and request by any Person.

Section 5.6 Owner's Duty to Provide Information. Each Owner shall, within thirty (30) days of a request by the Association, or any officer, director, employee or agent thereof, furnish information to the Association regarding the age of the Occupant(s) of the Unit. If a tenant-Occupant is occupying the Unit, the Owner(s) shall obtain such information from the tenant-

Occupant and cause the information to be furnished to the Association in compliance with the preceding sentence. The Association may establish and enforce penalties, including without limitation the levying and collecting of fines, for the failure of any Owner or tenant to comply with the request to provide documentation establishing the age of the Occupant(s) of the Unit.

Section 5.7 Underage Guests. Any Qualifying Resident may have as guests Persons under the age of twenty-five (25) years of age residing with such Occupant for a period of time not exceeding fourteen (14) consecutive days and a total of thirty (30) days in any twelve (12) month period, for each such guest.

Section 5.8 Declarant Exemption and Release. Declarant is exempt from the requirement that Occupants of a Unit be at least fifty-five years of age or older and from all other restrictions of this Article, so long as the exercise of this exemption does not cause the Project to fail to qualify for the exemption for housing for older persons under the Fair Housing Act. Further, each Owner releases the Declarant, its subsidiaries, affiliates, officers, directors, shareholders, employees, agents, receivers, representatives, predecessors, successors and assigns from and against any and all claims, losses, causes of action, suits, or demands which may be made or claimed by or through any Owner with regard to age restrictions or compliance therewith.

Section 5.9 Executive Board's Right to Waive Compliance. In the event the Town of Mead modifies or eliminates any requirement to maintain the Project as housing for older persons under the Fair Housing Act, the Board shall have the authority to modify the provisions of this Article 5 from time to time without obtaining approval of the Members or any Mortgagee, including elimination of the restrictions of this Article 5 altogether.

ARTICLE 6

THE ASSOCIATION

Section 6.1 The Association. Every Owner of a Unit shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Unit.

Section 6.2 Transfer of Membership. An Owner shall not transfer, pledge or alienate his membership in the Association in any way, except upon the sale or encumbrance of his Unit and then only to the purchaser or Mortgagee of his Unit. The Association shall not create a right of first refusal on any Unit and Owners may transfer ownership of their Units free from any such right.

Section 6.3 Membership: Voting Rights. The Association shall have one (1) class of membership consisting of all Owners. No Owner shall be entitled to vote in any matter who is not in Good Standing with the Association. Except as otherwise provided for in this Declaration, each Member who is in Good Standing shall be entitled to vote in Association matters as set forth in Section 2.2. above. Each Owner is subject to all the rights and duties assigned to Owners

under the Association Documents.

Section 6.4 Declarant Control.

6.4.1 Subject to Subsections 6.4.2 and 6.4.3 below, there shall be a "Period of Declarant Control" during which the Declarant, or persons designated by the Declarant, may appoint and remove the officers and members of the Executive Board. The Period of Declarant Control terminates no later than the earlier of:

- a. Sixty (60) days after conveyance of seventy-five percent (75%) of the Units that may be created to Owners other than the Declarant; or
- b. Two (2) years after the last conveyance of a Unit by the Declarant in the ordinary course of business to Owners other than Declarant; or
- c. Two (2) years after any right to add new Units was last exercised.

The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of the Period of Declarant Control. In that event, the Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

6.4.2 Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units that may be created to Owners other than Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the Executive Board shall be elected by Owners other than the Declarant.

6.4.3 Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units that may be created to Owners other than a Declarant, not less than thirty-three and one third percent (33-1/3%) of the members of the Executive Board must be elected by Owners other than the Declarant.

6.4.4. Not later than the termination of any Period of Declarant Control, the Owners, including Declarant if Declarant owns any Units, shall elect an Executive Board of at least three (3) members, in which at least a majority of whom shall be Owners other than Declarant. The Executive Board shall elect the officers. The Owners elected to the Executive Board shall take office upon election.

Section 6.5 Delivery of Documents by Declarant. Within sixty (60) days after the Owners other than the Declarant elect a majority of the members of the Executive Board, the Declarant shall deliver to the Association all property of the Owners and of the Association held by or controlled by the Declarant, including, without limitation, the following items:

- a. The original or a certified copy of the recorded Declaration, as amended, the Articles of Incorporation, Bylaws, minute books, other books and records, and any Rules which may have been adopted by the Board;
- b. An accounting for Association funds and audited financial statements from the date the Association received funds and ending on the date the Period of Declarant Control ends;
- c. The Association funds, books and records;
- d. All of the tangible personal property that has been represented by the Declarant to be the property of the Association or that is necessary for and has been used exclusively in the operation and enjoyment of the Common Elements;
- e. A copy, for the nonexclusive use of the Association, of any plans and specifications used in the construction of improvements in the Project;
- f. All insurance policies then in force in which the Owners, the Association, or its directors and officers are named as insured persons;
- g. Copies of any certificates of occupancy that may have been issued with respect to any improvements comprising the Project;
- h. Any other permits issued by governmental bodies applicable to the Project and which are currently in force or which were issued within one (1) year prior to the date on which Owners other than the Declarant took control of the Association;
- i. Written warranties of any contractor, subcontractors, suppliers and manufacturers that are still effective;
- j. A roster of Owners and Eligible Mortgagees and their addresses and telephone numbers, if known, as shown on the Declarant's records;
- k. Employment contracts in which the Association is a contracting party; and
- l. Any service contract in which the Association is a contracting party or in which the Association or the Owners have any obligation to pay a fee to the person performing the services.

Section 6.6 Executive Board. Except for members of the Executive Board appointed by the Declarant during the Period of Declarant Control, all members of the Executive Board shall be Members of the Association, or in the event that a Member is an entity other than a natural person, such member of the Executive Board shall be an authorized representative of such entity Member. Subject to the provisions of Section 6.4 above, during the Period of Declarant

Control, the Executive Board shall consist of three (3) directors, none of whom need be Members of the Association. Following the Period of Declarant Control, the Executive Board shall consist of three directors. Notwithstanding any provision of this Declaration or the Bylaws to the contrary, following notice under Section 38-33.3-308 of the Act, the Owners, by a vote of two-thirds (2/3) of the members present and entitled to vote at a meeting of the Owners at which a quorum is present, may remove a member of the Executive Board, other than members of the Executive Board appointed by the Declarant, with or without cause.

Section 6.7 Books and Records. The Association shall make available for inspection, upon request, during normal business hours or under other reasonable circumstances as required under the Act, to Owners and to Mortgagees, current copies of the Association Documents and the books, records and financial statements of the Association prepared pursuant to the Bylaws. The Association may charge a reasonable fee for copying such materials not to exceed the actual cost per page. The Association shall maintain such books and records as may be required under the Act.

Section 6.8 Implied Rights. The Association may exercise any right or privilege expressly granted to the Association in the Association Documents, by the Act and by the Colorado Revised Nonprofit Corporation Act, whether expressed herein or not.

ARTICLE 7

DUTIES AND POWERS OF THE ASSOCIATION AND EXECUTIVE BOARD

Section 7.1 Duties and Powers of the Association. The Association has been formed to further the common interests of the Members. The Association, acting through the Executive Board or persons to whom the Executive Board has delegated such powers, shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interests of the Members of the Association, to maintain, improve and enhance the Common Elements, and to maintain, improve and enhance the health, safety, value, attractiveness and desirability of the Project. Without in any way limiting the general scope of the foregoing, the Association shall have the following specific duties and powers:

7.1.1 Duty to Manage and Care for General Common Elements. The Association shall regulate the use of, manage, operate, care for, maintain, repair and replace all General Common Elements and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Members.

7.1.2 Duty to Pay Taxes and Assessments. The Association shall pay all taxes and assessments, if any, levied upon the Common Elements and all other taxes and assessments payable by the Association. The Association shall have the right to contest any such taxes or assessments provided that the Association shall contest the same by appropriate legal proceedings which shall have the effect of preventing the collection of the tax or assessment and the sale or foreclosure of any lien for such tax or assessment,

and provided that the Association shall keep and hold sufficient funds to pay and discharge the taxes and assessments, together with any interest and penalties which may accrue with respect thereto, if the contest of such taxes is unsuccessful.

7.1.3 Duty to Maintain Insurance. The Association shall obtain and keep in full force and effect at all times insurance coverage in accordance with Article 11 of this Declaration.

7.1.4 Duty as to Budgets. The Association shall prepare, and submit to the Owners, annual budgets for revenues, expenditures and reserves for the Association as elsewhere provided in this Declaration.

7.1.5 Duty to Levy and Collect Assessments. The Association shall levy and collect Assessments as elsewhere provided in this Declaration.

7.1.6 Duty to Keep Records. The Association shall keep current copies of the Association Documents and shall make them available for inspection and copying as more fully provided above.

7.1.7 Duty to Maintain Register of Addresses and Notify of Address Change. The Association shall maintain a "Register of Addresses" which contains the address (which shall include the facsimile number, if any, and, if the recipient desires to receive notices from the Association by e-mail, the e-mail address) of each Owner, the Association and Declarant. The initial address for each Owner in the Register of Addresses shall be the address for such Owner set forth in the deed or other instrument of record conveying the Unit to such Owner, or, if no such address is set forth, the address of the Unit of such Owner. Any Owner may change its address in the Register of Addresses by giving notice to the Association of a new address in accordance with Section 22.2, and the Association shall update the Register of Addresses in accordance with any such notice. The Association shall provide the address for each Owner as listed in the Register of Addresses to any Member who requests such information and certifies to the Association in writing that they intend to use such information to give notice to Owners under this Declaration. The Association shall have no liability to any person (including any Owner or Declarant) for providing the address as listed in the Register of Addresses, regardless of whether such address is correct or whether any director, officer, employee or agent of the Association has knowledge, actual or imputed, that the address in the Register of Addresses is not correct. No information with respect to Declarant's or any Owner's address shall be imputed to the Association or any director, officer, employee or agent of the Association, and the Association shall be entitled to rely solely on the initial address determined in accordance with this Section 7.1.7 or the most recent address, if any, furnished to the Association by Declarant or any Owner by notice given in accordance with Section 22.2.

7.1.8 Power to Adopt Bylaws and Rules. The Association may adopt, amend, repeal and enforce Bylaws and such Rules as may be deemed necessary or desirable with

respect to the interpretation and implementation of this Declaration, the operation of the Association, the use and enjoyment of Units or the Common Elements, the use of any other property within the Project, and otherwise for the benefit of the Project and the Owners. Any such Rules shall be reasonable and uniformly applied. Written notice of the adoption, amendment or repeal of any Rules shall be posted at the Association office, and copies of the currently effective Rules shall be made available to each Member upon request and payment of the copying cost. Each Member shall comply with the Rules and shall see that Permitted Users of such Member comply with the Rules. Rules shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of conflict between the Rules and the provisions of this Declaration, the provisions of this Declaration shall prevail.

7.1.9 Power to Enforce Covenants and Rules. The Association shall have the power to enforce the provisions of the Association Documents, and shall take such action as the Executive Board deems necessary or desirable to cause compliance by each Member and Permitted Users. Without limiting the generality of the foregoing, the Association shall have the power to impose charges for late payment of Assessments, recover reasonable attorney fees and other legal costs for collection of Assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and after notice and opportunity to be heard, levy reasonable fines for violations of the Association Documents. Notwithstanding the above stated duties of the Association, in enforcing the provisions of the Association Documents, the Executive Board shall be entitled to exercise its reasonable discretion, subject to the duty to exercise its business judgment, and not be arbitrary or capricious in taking enforcement action.

7.1.10 Power to Make Contracts and Incur Liabilities. The Association shall have the power to make contracts and incur liabilities, except that any contract providing for the services of Declarant may not exceed three years and must provide for termination by either party without cause and without payment of a termination fee on ninety days or less written notice.

7.1.11 Power to Grant Easements, Leases, Licenses and Concessions. The Association shall have the power to grant easements, leases, licenses and concessions through or over the Common Elements.

7.1.12 Power to Employ Managers, Other Employees, Agents and Independent Contractors. The Association shall have the power to retain and pay for the services of a manager, other employees, agents and independent contractors to undertake any of the management or functions for which the Association has responsibility under this Declaration to the extent deemed advisable from time to time by the Executive Board, and may delegate any of its duties, powers or functions to the manager, other employees, agents or independent contractors.

7.1.13 Power to Engage Employees, Agents and Consultants. The Association shall have the power to retain and pay for such legal and accounting and such other

services as may be necessary or desirable in connection with the performance of any duties or the exercise of any powers of the Association under this Declaration.

7.1.14 Power to Commence and Maintain Legal Actions. The Association shall have the power to commence and maintain, defend or intervene in litigation, arbitration and administrative proceedings in its own name on behalf of itself or two or more Owners regarding such issues and against such parties as may be deemed appropriate by the Executive Board and as may be permitted under the Act, subject, however, to the provisions of Article 21 herein. In determining whether to commence or maintain legal actions, the Executive Board shall exercise its reasonable judgment, considering, without limitation, the likelihood of success, the impact, if any, which such action may have upon the market values of the Units, the cost of pursuing the action including attorneys' fees and expert fees, the resources of the Association and whether a special assessment or depletion of reserves will be required in connection therewith or as a result thereof.

7.1.15 Power to Modify and Improve Common Elements. The Association shall have the power to modify the Common Elements and cause additional improvements to be made as a part of the Common Elements.

7.1.16 Power to Acquire and Maintain Property and Construct Improvements; Power to Convey Common Elements. The Association may acquire property or interests in property for the common benefit of Owners, including improvements and personal property. The Association may construct improvements on property and may demolish existing improvements owned by the Association. The Association shall have the power to maintain public or private rights-of-way and to perform maintenance on any portion of the Project. Common Elements may be conveyed in fee only if (a) Members to whom at least two-thirds (2/3) of the votes are allocated agree to that action, (b) the provisions of Article 18 are followed with respect to approval of Eligible Mortgagees, and (c) if all Owners of Units to which any Limited Common Element is appurtenant agree in order to convey that Limited Common Element.

7.1.17 Power to Impose Fees and Charges. The Association shall have the power to impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements, and the Association shall have the power to impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid Assessments.

7.1.18 Power to Provide Special Services for Members. The Association shall have the power to provide services to a Member or group of Members. Any service or services to a Member or group of Members shall be provided pursuant to an agreement in writing, which shall provide for payment to the Association by such Member or group of Members of the costs and expense which the Association incurs in providing such services, including a fair share of the overhead expenses of the Association, and shall contain provisions assuring that the obligation to pay for such services shall be binding upon any heirs, personal representatives, successors and assigns of the Member or group

of Members, and that the payment for such services shall be secured by a lien on the Units of the Member or group of Members and may be collected in the same manner as an Assessment, or, if the written agreement so provides, in installments as part of the Assessments.

7.1.19 Power to Borrow Money and Mortgage Property. The Association shall have the power to borrow money and assign its future income, including its right to receive Assessments upon resolution of the Executive Board. Further, the Association shall have the power to encumber, in the name of the Association, any right, title or interest in real or personal property, except that Common Elements may be subjected to a security interest only if (a) Members to whom at least two-thirds (2/3) of the votes are allocated agree to that action, (b) the provisions of Article 18 are followed with respect to approval of Eligible Mortgagees, and (c) if all Owners of Units to which any Limited Common Element is appurtenant agree in order to subject it to a security interest.

7.1.20 Power to Indemnify. The Association shall have the power to provide for the indemnification of its officers and Executive Board and maintain directors' and officers' liability insurance.

7.1.21 General Corporate Powers. The Association shall have all of the ordinary powers and rights of a Colorado nonprofit corporation formed under the Act and the Colorado Revised Nonprofit Corporation Act, subject only to such limitations upon such powers as may be set forth in this Declaration or in the Articles of Incorporation, the Bylaws, the Act or the Colorado Revised Nonprofit Corporation Act. The Association shall also have the power to do any and all lawful things which may be authorized, required or permitted to be done under this Declaration, the Articles of Incorporation or Bylaws, the Act or the Colorado Revised Nonprofit Corporation Act and to do and perform any and all acts which may be necessary or desirable for the governance and operation of the Association.

Section 7.2 Powers of the Executive Board. Except for such rights as are expressly reserved to the Members herein or in the Bylaws and the Act, the Executive Board shall have the power to, and may act in all instances on behalf of the Association.

ARTICLE 8

MECHANIC'S LIENS

Section 8.1 No Liability. If any Owner shall cause any material to be furnished to his Unit or any labor to be performed therein or thereon, no Owner of any other Unit, nor the Association, shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished, and no other Owner's Unit nor the Common Elements shall be subject to a mechanic's lien for such materials furnished or labor performed. All such work shall be at the expense of the Owner causing it to be done, and such Owner shall be solely responsible to contractors, laborers, materialmen and other persons

furnishing labor or materials to his Unit.

Section 8.2 Indemnification. If, because of any act or omission of any Owner, any mechanics or other lien or order for the payment of money shall be filed against the Common Elements or against any other Owner's Unit or an Owner or the Association (whether or not such lien or order is valid or enforceable as such), the Owner whose act or omission forms the basis for such lien or order shall at his own cost and expense cause the same to be cancelled and discharged of record or bonded by a surety company reasonably acceptable to the Association, or to such other Owner or Owners, within twenty (20) days after the date of filing thereof, and further shall indemnify and save all the other Owners and the Association harmless from and against any and all costs, claims, losses or damages including, without limitation, reasonable attorneys' fees resulting therefrom.

Section 8.3 Association Action. Labor performed or materials furnished for the Common Elements, if duly authorized by the Association in accordance with this Declaration or the Bylaws, shall be the basis for the filing of a lien pursuant to law against the Common Elements. Any such lien shall be limited to the Common Elements and no lien may be effected against an individual Unit or Units.

ARTICLE 9

EASEMENTS

Section 9.1 Recorded Easements. The Real Estate shall be subject to all easements set forth herein, those shown on any Map or plat of the Project, those of record, those provided in the Act (including easements for encroachment set forth in Section 214 of the Act and an easement for maintenance of any such encroachment), and otherwise as set forth in this Article.

Section 9.2 Utility Easements. There is hereby created a blanket easement upon, across, over, in and under the Real Estate for the benefit of the Common Elements and the Units and the structures and improvements situated on the Real Estate for ingress and egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, electricity, telephone, cable television, broadband and satellite facilities, except that any such easements not in existence as of the date of recording this Declaration may not be utilized by the utility providers until after receiving written approval from the Executive Board. Said blanket easement includes future utility services not presently available to the Units which may reasonably be required or desirable in the future. By virtue of this easement, after receiving approval of the Executive Board, it shall be expressly permissible for the companies providing utilities to erect and maintain the necessary equipment on any of the Common Elements and to affix and maintain electrical and/or telephone wires, circuits, conduits and pipes on, above, across and under the roofs and exterior walls of the improvements, all in a manner customary for such companies in the area surrounding the Real Estate, subject to approval by the Executive Board as provided above. Upon exercise of the rights contained in this Section, the utility providers, at their sole cost and expense, shall repair (or replace if necessary) the Real Estate and all improvements thereon to their condition as they existed prior to the utility providers

performing any work.

Section 9.3 Reservation of Easements, Exceptions and Exclusions. The Association is hereby granted the right to establish from time to time, by declaration or otherwise, utility and other easements, permits or licenses over the Common Elements for the best interest of all the Owners and the Association. Each Owner is hereby granted a perpetual non-exclusive right of ingress to and egress from the Owner's Unit over and across the General Common Elements, and Limited Common Elements appurtenant to that Owner's Unit, which right shall be appurtenant to the Owner's Unit, and which right shall be subject to limited and reasonable restriction on the use of Common Elements set forth in writing by the Association, such as for closure for repairs and maintenance.

Section 9.4 Emergency Access. A general easement is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons to enter upon the Real Estate in the proper performance of their duties.

Section 9.5 Maintenance and Repair Access. Some of the Common Elements are or may be located within a Unit, or are accessible only through a Unit. All Owners shall permit a right of entry to the Executive Board, or any other person authorized by the Executive Board, whether the Owner is present or not, for access through each Unit to all Common Elements (including specifically, without limitation, inspection of fire control systems), from time to time, as may be necessary for the routine maintenance, repair, or replacement of any of the Common Elements located thereon or accessible therefrom or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit. For routine maintenance and non-emergency repairs, entry shall be made only on a regular business day during regular business hours, after service of at least one day's notice in writing to the Owner. In case of emergency, entry may be made at any time provided that a reasonable effort according to the circumstances is made to give notice of entry. The Board or its agent is granted the authority to use such reasonable force as is necessary to gain entry into the Unit in the event of an emergency, if no other means of entry are available in view of the circumstances.

All damage to the interior or any part of a Unit resulting from the maintenance, repair, emergency repair or replacement of any of the Common Elements, at the instance of the Association, shall be paid for as a Common Expense of the Association. No Owner shall be entitled to diminution or abatement for inconveniences or discomfort arising from the making of repairs or improvements or from action taken to comply with any law, ordinance or order of any governmental authority. Restoration of the damaged improvements shall be substantially to the same as the condition in which they existed prior to the damage.

ARTICLE 10

MAINTENANCE

Section 10.1 Maintenance by Owners. Each Owner shall maintain, repair and replace, as necessary: (a) the interior of his Unit, including non-supporting walls and the surface materials

such as plasters, drywall, paneling, wallpaper, paint, tile and carpeting of the perimeter walls, ceilings and floors within the Unit, including Unit doors, windows and screens (but not including exterior painting of doors, door frames and window frames), and fireplaces, chimneys and flues; (b) fixtures and equipment installed within, or solely for the benefit of, the Unit, including any heating and cooling elements, duct work, or related equipment, utility lines and outlets, electrical and plumbing fixtures, pipes, drains, flues and all other related equipment required to provide heating, air conditioning, hot and cold water, electrical, sewage or other utility services to the Unit; (c) utility service lines serving the Unit to the point and including where such lines connect with utility lines serving other Units; (d) except as provided in Section 10.4 below, the Limited Common Elements appurtenant to such Owner's Unit, including routine maintenance and cleaning, and (e) those portions of the Common Elements and the Units, including the Owner's Unit, damaged or destroyed by an event of casualty in or emanating from the Owner's Unit. Notwithstanding the above, an Owner shall do no act or any work that will impair the structural soundness or integrity of the Common Elements or impair any easement.

Section 10.2 Owner's Failure to Maintain or Repair. In the event that (1) a Unit, including the allocated Limited Common Elements, is not properly maintained and repaired, and if the responsibility for the unmaintained or unrepaired portion of the Unit lies with the Owner of the Unit, or in the event that the Common Elements or a Unit is damaged or destroyed by an event of casualty in or emanating from the Owner's Unit and the Owner does not take reasonable measures to immediately commence and diligently pursue the repair and reconstruction of those portions of the damaged or destroyed Common Element or Unit for which the Owner is responsible to substantially the same condition in which they existed prior to the damage or destruction, then the Association, shall have the right to enter upon the Unit to perform such work as is reasonably required to maintain the Unit or restore the Common Elements and the Unit to a condition of good order and repair. In the event that a Unit is not properly maintained or repaired, and such failure results in damage to the Common Elements appurtenant to the Unit, the Owner of the Unit shall be responsible for the costs incurred by the Association in connection with the restoration and repair of the Common Elements. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Unit, upon demand and the expense therefor shall be paid by the Owner to the Association upon demand, and until paid, shall constitute a Default Assessment enforceable in the same manner as any other unpaid Assessment.

Section 10.3 Owner's Failure to Notify of Repairs To Common Elements. Each Owner shall be responsible for notifying the Association, in a timely manner, of any necessary repairs to the General Common Elements appurtenant to that Owner's Unit. An Owner shall be responsible for all damages to the General Common Elements that result from their failure to make such a timely repair request to the Association. All costs incurred by the Association in connection with the repair of the General Common Elements, attributable to the Owner's omission, shall be paid by the Owner to the Association upon demand, and until paid, shall constitute a Default Assessment enforceable in the same manner as any other unpaid Assessment.

Section 10.4 Maintenance by Association. The Association shall be responsible for the maintenance, repair and replacement of the General Common Elements (except as set forth in

Sections 10.1 thru 10.3 above). Without in any way limiting the general scope of the foregoing, the Association shall be responsible for the maintenance, repair and replacement of the following:

- a. the exteriors of the structures making up the Units, including the roofs, walls, foundations, gutters, downspouts, and exterior lights (including lightbulb replacement), and painting of exterior doors, door frames and window frames, but not including Unit doors, windows and screens;
- b. the parking areas, courtyard areas, and driveways located within the Project;
- c. all landscaping, fences, sidewalks, curbs, gutters, streetlights,, mail kiosks, entry signage, and other improvements located within the Project.

The Association's maintenance obligations shall also include providing for snow and trash removal services, unless performed by another private or public entity.

Section 10.5 Association Maintenance as Common Expense. Subject to availability of any insurance proceeds, the cost of maintenance, repair and replacement by the Association shall be a Common Expense. Damage to the interior or any part of a Unit resulting from the maintenance, repair, or replacement of any of the General Common Elements or as a result of emergency repairs within another Unit at the instance of the Association shall also be a Common Expense of all of the Owners. However, if such damage is caused by negligent or tortious acts of an Owner, or Permitted User, then such Owner shall be responsible and liable for all of such damage and the cost thereof, to the extent that Owner or Permitted User's negligence caused such damage, which must be timely paid.

Section 10.6 No Other Alterations to Common Elements. Except as required herein, no Owner shall make any addition or other alteration to any portion of the Common Elements (either General and Limited Common Elements), no matter how minor, including the installation or planting of additional landscaping, without the express written consent of the Executive Board, which consent may be withheld in the Executive Board's sole and absolute discretion.

ARTICLE 11

INSURANCE

Section 11.1 General Insurance Provisions. The Association shall acquire and pay for, out of the assessments levied under Article 12 below, the following insurance policies carried with reputable insurance companies authorized to do business in Colorado:

11.1.1 Property Insurance. Insurance for fire, with extended coverage, vandalism, malicious mischief, all-risk, replacement cost, agreed amount (if the policy includes co-insurance), special condominium, building ordinance and inflation guard endorsements

attached, in amounts determined by the Executive Board to represent not less than the full then current insurable replacement cost of the improvements located on the Project including all of the Units and Common Elements, including all interior and perimeter walls and floors, partitions, decorated and finished surfaces of interior and perimeter walls, floors, ceilings, doors, windows and other elements or materials comprising a part of the Units including any fixtures, equipment or other property within the Units and any betterments and improvements made by Owners but excluding building excavations and foundations and personal property. Maximum deductible amounts for such policy shall be determined by the Executive Board, provided, however, that if an Agency requires specific deductibles, the Executive Board shall follow such Agency's requirements.

11.1.2 **Commercial General Liability.** Commercial general liability insurance for the Project in such amounts as the Executive Board deems desirable, provided that such coverage shall be for at least \$1,000,000 for bodily injury, including death and property damage arising out of a single occurrence insuring the Association, the Executive Board, any manager, and their respective agents and employees, and the Owners from liability in connection with the ownership, existence, operation, maintenance and use of Common Elements. The policy must include a "severability of interest" clause or specific endorsement. Such coverage shall also include legal liability arising out of contracts of the Association and such other risks as are customarily covered with respect to condominium projects. The Executive Board shall not enter into employment contracts or independent contractor contracts of any kind unless the contracting party provides evidence (such as a Certificate of Insurance) to the Executive Board that such party has current and satisfactory insurance, including workers compensation insurance, commercial general liability and automobile insurance on all of which the Association is named as an additional insured.

11.1.3 **Requirements of Property Insurance and Commercial General Liability Insurance.** The insurance policies required by Sections 11.1.1 and 11.1.2 above may be carried in blanket policy form naming the Association as the insured, for the use and benefit of and as attorney-in-fact for the Owners. Each Owner shall be an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Elements or membership in the Association. Each Mortgagee and its successors or assigns shall be a beneficiary of the policy in the percentages of Common Expenses for the Unit which the Mortgage encumbers. The insurance company shall waive its rights of subrogation under the insurance policy against any Owner or member of the Owner's household. No act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, shall void the insurance policy or be a condition to recovery under the insurance policy. If, at the time of a loss under an insurance policy described above there is other insurance in the name of the Owner covering the same risk covered by the policy, the Association's policy shall provide primary coverage.

Section 11.2 **Owner Policies.** Each Owner of a Unit shall obtain and maintain insurance coverage on the furnishings, fixtures and other items of personal property belonging to

an Owner and property and public liability insurance coverage for each Unit and the Limited Common Elements associated therewith and workman's compensation insurance covering work within each Unit or on the Limited Common Elements associated therewith. In the event an Owner fails to obtain and maintain such insurance, or provide proof of the existence or renewal as required herein, the Association shall have the right, without the obligation, to obtain such insurance coverage in the Owner's name and behalf, and the expense therefor shall be paid by the Owner to the Association upon demand. Until paid, such amounts shall constitute Default Assessments owed under the provisions of Section 12.6 herein, and the Association shall have a lien for such amounts owed and be entitled to recover such amounts from the Owner in the same manner as any other debts owed to the Association. Further, in the event an Owner fails to obtain and maintain such insurance, and an uninsured loss occurs which would have otherwise been covered under the insurance required by this paragraph, such Owner shall be liable to the Association for the loss suffered, and the Association shall be entitled to recover such amounts from the Owner in the same manner as any other debts owed to the Association. Notwithstanding the Association's right to obtain insurance on behalf of any Owner under the provisions of this Section 11.2, the Association shall have no liability as a result of any Owner's failure to obtain insurance, whether the Association knows of such failure or not, or as a result of its failure to obtain any such insurance on an Owner's behalf, whether such failure is intentional or negligent.

Section 11.3 Certificates of Insurance: Cancellation. Certificates of insurance shall be issued to each Owner and Mortgagee upon request. All policies required to be carried by the Association under this Article 11 shall provide a standard non-contributory mortgagee clause in favor of each First Mortgagee of a Unit and shall provide that such policy cannot be canceled by the insurance company without at least thirty (30) days prior written notice to each Owner and each First Mortgagee whose address is shown in the records maintained pursuant to the Association Documents. If the insurance described in this Article 11 required to be obtained by the Association is not reasonably available, or if any policy of such insurance is canceled or not renewed without a replacement policy therefor having been obtained, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Owners and to all First Mortgagees.

Section 11.4 Insurance Proceeds. Any loss covered by the property insurance policy described in Section 11.1 must be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any trustee designated for that purpose, or otherwise to the Association, and not to any holder of a security interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Owners and Mortgagees as their interests may appear. Subject to the provisions of Section 11.5 below, the proceeds must be disbursed first for the repair or restoration of the damaged property, and the Association, Owners and Mortgagees are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored or the regime created by this Declaration is terminated.

Section 11.5 Repair and Replacement. Any portion of the Common Elements for which insurance is required under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association unless: (i) the common interest community created by this

Declaration is terminated in which case the approval must first be obtained of Owners to whom two-thirds (2/3) of the votes in the Association are allocated; (ii) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; (iii) there is a vote not to repair or replace by (a) Owners to whom at least two-thirds (2/3) of votes in the Association are allocated and (b) every Owner of a Unit or assigned Limited Common Element that will not be repaired or replaced; or (iv) prior to the conveyance of any Unit to a person other than Declarant, the Mortgagee holding a Mortgage on the damaged portion of the Common Elements rightfully demands all or a substantial part of the insurance proceeds. Any portion of a Unit which is damaged or destroyed must be repaired or replaced promptly by the Unit Owner.

The cost of repair or replacement of Common Elements in excess of insurance proceeds and reserves is a Common Expense. If all the Common Elements are not repaired or replaced, the insurance proceeds attributable to the damaged Common Elements must be used to restore the damaged area to a condition compatible with the remainder of the Project, and except to the extent that other persons will be distributees, the insurance proceeds must be distributed to all the Owners or Mortgagees, as their interests may appear in proportion to each Owner's allocated interests in ownership of the Common Elements.

Section 11.6 Fidelity Insurance. Fidelity insurance or fidelity bonds must be maintained by the Association to protect against dishonest acts on the part of its officers, directors, trustees and employees and on the part of all others, including any manager hired by the Association, who handle or are responsible for handling the funds belonging to or administered by the Association in an amount not less than the greater of (a) fifty thousand dollars (\$50,000) or (b) the estimated maximum amount of funds, including reserve funds, in the custody of the Association or its manager as the case may be, at any given time during the term of each policy as calculated from the current budget of the Association but in no event less than a sum equal to three (3) months' aggregate assessments plus reserve funds. In addition, if responsibility for handling funds is delegated to a manager, such insurance or bonds must be obtained by or for the manager and its officers, employees and agents, as applicable. Such fidelity insurance or bonds shall contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions.

Section 11.7 Directors and Officers Liability Insurance. The Association shall also maintain insurance to the extent reasonably available and in such amounts as the Executive Board may deem appropriate on behalf of the Executive Board against any liability asserted against a member of the Executive Board or incurred by him in his capacity of or arising out of his status as a member of the Executive Board.

Section 11.8 Other Insurance. The Association shall maintain flood insurance if any part of the Project is located within a Special Flood Hazard Area on a Flood Insurance Rate Map, equal to the lesser of 100% of the insurable value of the Project or the maximum coverage available under the appropriate National Flood Insurance Program. The Executive Board may obtain insurance against such other risks of a similar or dissimilar nature as it shall deem appropriate with respect to the Association's responsibilities and duties or as requested by any Agency.

Section 11.9 Common Expenses. Premiums for insurance that the Association acquires and other expenses connected with acquiring such insurance are Common Expenses, provided, however, that if some of the insurance is attributable to some but not all of the Units, the Association reserves the right to charge the Owners for which the insurance coverage is attributable, an amount equal to the premium attributable to such additional insurance coverage.

Section 11.10 Policies Regarding Submittal of Claims; Allocation of Deductibles. The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles, and any other matters of claims adjustment. To the extent the Association settles claims for damages to property, it shall have the authority to assess negligent Unit Owners causing such loss or benefitting from such repair or restoration all deductibles paid by the Association. In the event that more than one Unit is damaged by a loss, the Association in its reasonable discretion may assess each Unit Owner a pro rata share of any deductible paid by the Association.

ARTICLE 12

ASSESSMENTS

Section 12.1 Obligation. Each Owner, including Declarant while an Owner of any Unit, is obligated to pay to the Association (1) the Annual Assessments; (2) Special Assessments; and (3) Default Assessments. Each Assessment against a Unit is the personal obligation, jointly and severally, of the Owner(s) at the time the Assessment became due and shall not pass to successors in title unless they agree to assume the obligation. No Owner may exempt himself from liability for the Assessment by abandonment of his Unit or by waiver of the use or enjoyment of all or any part of the Common Elements. Suit to recover a money judgment for unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, and all reasonable attorney's fees in connection therewith shall be maintainable without foreclosing or waiving the Assessment lien provided in this Declaration. All Assessments shall be payable in accordance with the levy thereof, and no offsets or deductions thereof shall be permitted for any reason including, without limitation, any claim that the Association or the Executive Board is not properly exercising its duties and powers under the Association Documents, or because of dissatisfaction with the Executive Board's performance, or by waiver of the use or enjoyment of the Common Elements, or by abandonment of the Unit against which the Assessments are made.

Section 12.2 Budget. The Executive Board shall, in advance, prepare and adopt a proposed Common Expense budget at least ninety (90) days before expiration of the fiscal year based on estimated Common Expenses. Estimated Common Expenses shall include, but shall not be limited to, the cost of routine maintenance and operation of the Common Elements, expenses of management and insurance premiums for insurance coverage as required herein or deemed desirable or necessary by the Association, landscaping of the Common Elements, care of grounds within the Common Elements, routine repairs and renovations within the Common Elements, wages, common water and sewer utility charges for the Common Elements and the Units, legal and accounting fees, management fees, expenses and liabilities incurred by the Association under

or by reason of this Declaration, and the creation of a reasonable and adequate contingency or other reserve or surplus fund for insurance deductibles and general, routine maintenance, repairs and replacement of improvements within the Common Elements on a periodic basis, as needed. Reserves shall be at least equal to an amount determined to be necessary under a reserve study prepared or obtained by the Association, and unless reserves are funded to the extent reasonably deemed necessary by the Board, reserves shall be equal to at least 10% of the budget amount. Within ninety days after adoption of the proposed budget, the Executive Board shall mail, by ordinary first-class mail, or otherwise deliver a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider the budget. Such meeting shall occur within a reasonable time after mailing or other delivery of the summary, or as allowed for in the Bylaws. The Executive Board shall give notice to the Owners of the meeting as provided for in the Bylaws. The budgets proposed by the Executive Board do not require approval from the Owners and it will be deemed approved by the Owners in the absence of a veto at the noticed meeting by the Owners to whom at least two-thirds (2/3) of the interests in Common Elements are allocated, whether or not a quorum is present. In the event that a proposed budget is rejected, the periodic budget last approved by the Executive Board shall be continued until such time as the Owners ratify a subsequent budget proposed by the Executive Board.

Section 12.3 Annual Assessments. Annual Assessments made for Common Expenses shall be based upon the adopted budget. The Executive Board shall levy and assess the Annual Assessments to each Owner in accordance with the Allocated Interests in effect on the date of the Annual Assessment, provided, however, that any expense associated with the maintenance, repair or replacement of a Limited Common Element may be assessed against the Units to which the Limited Common Element is assigned, equally among such Units, and the Executive Board reserves the right to allocate all expenses relating to fewer than all of the Units to the owners of those affected Units only. Annual Assessments shall be payable in advance monthly or on such other basis as may be determined by the Executive Board, and shall be due on the first day of each period in regular installments on a prorated basis. The omission or failure of the Association to fix the Annual Assessments for any assessment shall not be deemed a waiver, modification or release of the Owners from their obligation to pay the same.

Section 12.4 Date of Commencement of Annual Assessments. The Annual Assessments shall commence as to each Unit on the first day of the month following the effective date of adoption of the budget. Until commencement of the Annual Assessments, the Declarant shall pay all Common Expenses of the Association.

Section 12.5 Special Assessments. In addition to the Annual Assessments, the Board may levy one or more Special Assessments without approval of the Owners, payable over such a period as the Board may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of improvements within the Common Elements or for any other expense incurred or to be incurred as provided in this Declaration. Any amounts assessed pursuant to this Section shall be assessed to Owners according to their Allocated Interests for Common Expenses, subject to the right of the Association to assess the Special Assessment only against the Owners of affected Units. Notice in writing of the amount of such Special Assessments and the time for payment of the Special

Assessments shall be given promptly to the Owners, and no payment shall be due less thirty (30) days after such notice has been given.

Section 12.6 Default Assessments. All monetary fines assessed against an Owner pursuant to the Association Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Association Documents, shall be a Default Assessment and shall become a lien against such Owner's Unit which may be foreclosed or otherwise collected as provided in this Declaration.

Section 12.7 Effect of Nonpayment: Assessment Lien. Any Assessment installment, whether pertaining to any Annual, Special or Default Assessment, which is not paid when due shall be delinquent. If an Assessment installment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

- (i) If the delinquency continues for a period of fifteen (15) days, assess a late charge for each delinquency in such amount as the Association deems appropriate;
- (ii) If the delinquency continues for a period of thirty (30) days, assess interest from the due date until paid at the yearly rate of eighteen percent (18%) per year;
- (iii) Suspend the voting rights of the Owner during any period of delinquency;
- (iv) Accelerate all remaining Assessment installments so that unpaid assessments for the remainder of the fiscal year shall be due and payable at once;
- (v) Bring an action at law against any Owner personally obligated to pay the delinquent Assessments;
- (vi) Proceed with foreclosure as set forth in more detail below; and
- (vii) Following notice and an opportunity to be heard, suspend any of the Owner's membership privileges.

The Association shall take any such action as it deems necessary to prevent more than fifteen percent (15%) of the Units being more than thirty (30) days past due in the payment of their Annual Assessments.

Assessments chargeable to any Unit shall constitute a lien on such Unit. Such lien will be subject to the provisions of Colorado Revised Statutes, Section 38-33.3-316. Such lien will be superior to all other liens, except (i) the liens of all taxes, bonds, assessments and other levies which by law should be superior and (ii) the lien or charge of any First Mortgagee which was recorded before the date on which the Assessment sought to be enforced became delinquent. Notwithstanding the foregoing, the Association's lien for delinquent Assessments will be prior to a First Mortgage to the extent of an amount equal to the Assessments which would have come

due, in the absence of acceleration, during the six months immediately preceding institution by either the Association or any First Mortgagee of an action or a nonjudicial foreclosure either to enforce or extinguish the lien. The Association may institute foreclosure proceedings against the defaulting Owner's Unit in the manner for foreclosing a mortgage on real property under the laws of the State of Colorado. In the event of any such foreclosure, the Owner shall be liable for the amount of unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, the cost and expenses for filing the notice of the claim and lien, and all reasonable attorneys' fees incurred in connection with the enforcement of the lien. The Owner shall be required to pay the Association the monthly assessment installments for the Unit during the period of any foreclosure. The Association shall have the power to bid on a Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. The Association's lien shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any homestead exemption now or hereafter provided by the laws of the United States. The acceptance of a deed to a Unit subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against said assessment lien.

Section 12.8 Payment by Mortgagee. Any Mortgagee holding a lien on a Unit may pay any unpaid amount payable with respect to such Unit, together with any and all costs and expenses incurred with respect to the lien and upon such payment that Mortgagee shall have a lien on the Unit for the amounts paid with the same priority as the lien of the Mortgagee.

Section 12.9 Statement of Status of Assessment Payment. Upon fourteen (14) days' written request to the Association's registered agent by personal delivery or certified mail, first-class postage prepaid, return receipt, any Owner, designee of Owner, Agency, Mortgagee, prospective Mortgagee or prospective purchaser of a Unit shall be furnished with a written statement setting forth the amount of the unpaid Assessments, if any, with respect to such Unit. Unless such statement shall be issued by personal delivery or by certified mail, first class postage prepaid, return receipt requested to the inquiring party (in which event the date of posting shall be deemed the date of delivery) within fourteen (14) days after receipt of the request, the Association shall have no right to assert a lien upon the Unit for unpaid Assessments which were due as of the date of the request.

Section 12.10 Capitalization of the Association. The Association shall require each Owner of any Unit upon the acquisition by the Owner of the Unit to make a nonrefundable contribution to the Association in the amount equal to one-sixth (1/6) of the total annual assessment at the time of purchase (regardless of whether or not assessments have commenced as provided herein). Said contribution shall be collected and transferred to the Association at the time of closing of the purchase of the Unit as aforesaid, and shall be deposited into a working capital fund, which may be used for the benefit of the Association as the Board deems appropriate, including, without limitation, to meet unforeseen expenditures or to purchase additional equipment, property or services. Such contributions shall not relieve an Owner from making regular payments of assessments as the same become due.

Section 12.11 Maintenance Accounts: Accounting. If the Association delegates powers of the Executive Board or its officers relating to collection, deposit, transfer or disbursement of

Association funds to other persons or to a Manager, then such other persons or manager must (a) maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by the other person or manager, (b) maintain all reserve accounts of the Association separate from the operational accounts of the Association, and (c) provide to the Association no less than once per quarter an accounting for the previous quarter. In addition, the Association shall obtain an annual accounting and financial statement of Association funds (on either a review or audit basis, at the Association's discretion or as specified by the Act) and annual tax returns prepared by a certified public accountant.

ARTICLE 13

DAMAGE OR DESTRUCTION

Section 13.1 The Role of the Executive Board. Except as provided in Section 11.5, in the event of damage to or destruction of all or part of any General Common Elements improvement, or other property covered by insurance written in the name of the Association under Article 11, the Executive Board shall arrange for and supervise the prompt repair and restoration of the damaged property (the property insured by the Association pursuant to Article 11 is sometimes referred to as the "Association-Insured Property").

Section 13.2 Estimate of Damages or Destruction. As soon as practicable after an event causing damage to or destruction of any part of the Association-Insured Property, the Executive Board shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction. "Repair and reconstruction" as used in this Article shall mean restoring the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction, to the extent of insurance proceeds, unless the approval is obtained from Owners to whom at least two-thirds (2/3) of the ownership interests in the Common Elements are allocated, including every Owner of a Unit or assigned Limited Common Element that will not be repaired or reconstructed. Such costs may also include professional fees and premiums for such bonds as the Executive Board or the insurance trustee, if any, determines to be necessary.

Section 13.3 Repair and Reconstruction. As soon as practical after the damage occurs and any required estimates have been obtained, the Association shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed Association-Insured Property. As attorney-in-fact for the Owners, the Association may take any and all necessary or appropriate action to effect repair and reconstruction of any damage to the Association-Insured Property, and no consent or other action by any Owner shall be necessary. Assessments of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

Section 13.4 Funds for Repair and Reconstruction. The proceeds received by the Association from any hazard insurance carried by the Association shall be used for the purpose of repair, replacement and reconstruction of the Association-Insured Property for the benefit of Owners and Mortgagees. If the proceeds of the Association's insurance are insufficient to pay the

estimated or actual cost of such repair or reconstruction, or if upon completion of such work the insurance proceeds for the payment of such work are insufficient, the Association may, pursuant to Section 12.5, levy, assess and collect in advance from the Owners a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. Further levies may be made in a like manner if the amounts collected prove insufficient to complete the repair, replacement or reconstruction.

Section 13.5 Disbursement of Funds for Repair and Reconstruction. The insurance proceeds held by and the amounts received from the Special Assessments provided for above, constitute a fund for the payment of the costs of repair and reconstruction after casualty. The first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be retained by the Association to offset future expenses of the Association.

ARTICLE 14

CONDEMNATION

Section 14.1 Rights of Owners. Whenever all or any part of the Common Elements is taken by power of condemnation or eminent domain or whenever all or any part of the Common Elements is conveyed by the Executive Board acting as attorney-in-fact for all Owners under instructions from any authority having the power of condemnation or eminent domain in lieu of a taking under threat of condemnation, each Owner shall be entitled to notice of the taking or conveyance. The Association shall act as attorney-in-fact for all Owners in the proceedings incident to the condemnation proceeding, unless otherwise prohibited by law.

Section 14.2 Partial Condemnation: Distribution of Award: Reconstruction. The award made for such taking shall be payable to the Association for the benefit of the Owners and Mortgagees and, unless otherwise required under the Act, the award shall be disbursed as follows: if the taking involves a portion of the Common Elements on which improvements have been constructed, then, unless within sixty (60) days after such taking Owners to whom at least two-thirds (2/3) of the ownership interests in the Common Elements are allocated shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Elements to the extent lands are available for such restoration or replacement in accordance with plans approved by the Executive Board. If such improvements are to be repaired or restored, the provisions in Article 13 above regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Elements, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be retained by the Association to offset future expenses of the Association.

Section 14.3 Complete Condemnation. If all of the Project is taken, condemned, sold or otherwise disposed of in lieu of or in avoidance of condemnation, then the regime created by this

Declaration shall terminate, provided that approval must first be obtained of fifty-one percent (51%) of Eligible Mortgagees, and the portion of the condemnation award attributable to the Common Elements shall be distributed as provided in the Colorado Revised Nonprofit Corporation Act upon liquidation of the Association.

ARTICLE 15

ASSOCIATION AS ATTORNEY-IN-FACT

Each Owner hereby irrevocably appoints the Association as the Owner's true and lawful attorney-in-fact for the purposes of (a) granting easements pursuant to Article 9, (b) purchasing and maintaining insurance pursuant to Article 11, including the collection and appropriate disposition of the proceeds thereof, the negotiation and settlement of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to purchase and maintain insurance as well as dealing with any improvements covered by insurance written in the name of the Association pursuant to Article 11 upon their damage or destruction as provided in Article 13.(c) negotiating and dealing with any authority having the power of condemnation or eminent domain relating to a complete or partial taking as provided in Article 14, above, or (d) acting in any other capacity on behalf of the Owners when approval by the Owners is required and has been obtained. Acceptance by a grantee of a deed or other instrument of conveyance or any other instrument conveying any portion of the Project shall constitute appointment of the Association as the Owner's attorney-in-fact for the purposes provided for herein, and the Association shall have full authorization, right and power to make, execute and deliver any contract, assignment, deed, waiver or other instrument with respect to the interest of any Owner which may be necessary to exercise the powers granted to the Association as attorney-in-fact.

ARTICLE 16

RESERVED DEVELOPMENT AND SPECIAL DECLARANT RIGHTS

Section 16.1 Reserved Development Rights of Expansion. Declarant reserves the right, without consent of any Owner or Mortgagee being required, for itself at any time and from time to time to exercise development rights to create, add to, expand, contract or eliminate Units, and Common Elements within the Project and on the real property described on Exhibit C attached hereto and incorporated herein by this reference (the "Additional Property") which shall be subject to the special Declarant rights and development rights described herein.

16.1.1 Supplemental Declarations and Supplemental Plats. Such expansion may be accomplished by the filing for record by Declarant in the office of the Clerk and Recorder one or more Supplemental Declarations and Supplemental Maps setting forth the Units and other property, if any, to be included in the expansion, together with any covenants, conditions, restrictions and easements particular to such expansion. The expansion may be accomplished in stages by successive supplements or in one supplemental expansion. Declarant may exercise such rights for expansion in whatever

order of development Declarant, in its sole discretion, determines. All improvements to be constructed as a result of such expansion shall be substantially completed prior to the recording of the Supplemental Declaration and Map adding additional Units and the improvements shall be consistent with the Units hereby submitted to the Declaration in structure, type and quality of construction.

16.1.2 Expansion of Definitions. In the event of such expansion, the definitions used in this Declaration shall be expanded automatically to encompass and refer to the Real Estate subject to this Declaration as so expanded. For example, "Unit" shall mean the Units as shown on the Map plus any additional Units added by any Supplemental Declarations and Supplemental Maps, and reference to this Declaration shall mean this Declaration as supplemented. All conveyances of Units shall be effective to transfer rights in the Real Estate as expanded.

16.1.3 Declaration Operative on Expansion Real Estate. Units added by Supplemental Declarations and Maps shall be subject to all of the terms and conditions of this Declaration and of any Supplemental Declarations, upon recording the Supplemental Map(s) and Supplemental Declaration(s) with the Clerk and Recorder. The rights of Declarant and any Successor Declarant, as described herein, shall apply to all Units which are added to this Declaration in accordance with these provisions relating to enlargement thereof.

No rights or obligations of any character of any owner in Units subject to the Supplemental Declaration and Supplemental Map shall attach until a Supplemental Declaration and Supplemental Map are filed with the Clerk and Recorder annexing the Units constructed in such area.

16.1.4 Effect on Expansion. Upon the construction of additional Units and their inclusion under this Declaration and the filing of the Supplemental Declaration(s) and Supplemental Map(s) thereof, the Allocated Interests applicable to a Unit shall be as set forth in Section 2.2 above.

Notwithstanding any inclusion of additional Units under this Declaration each Owner (regardless of whether such Owner is the owner of a Unit shown on the original Map or is the owner of a Unit created by the Supplemental Declaration and Supplemental Map) shall remain fully liable with respect to his obligation for the payment of the Common Expenses of the Association, including the expenses for such new or Limited Common Elements.

Section 16.2 Reservation of Development Rights. Declarant reserves the right, without consent of any Owner or Mortgagee being required, for itself at any time and from time to time to: (a) complete improvements indicated on the Map and plats; (b) maintain and relocate sales offices, management offices, signs advertising the Project and models, of any size within one or more Units and within the General Common Elements; (c) to subject the Project to a master association; (d) to merge or consolidate the Project with a common interest community of the

same form of ownership; (e) to appoint or remove any officer of the association or any Executive Board member during the Period of Declarant Control as set forth in Section 6.4 above; (f) to establish, vacate and relocate easements, including specifically, utility easements, access easements, and parking spaces and easements; (g) to amend the Map to (1) insure that the language and all particulars that are used on the Map and contained in the Declaration are identical, (2) establish certain Common Elements as Limited Common Elements, (3) as may be otherwise permitted by the Act; and (h) to exercise any other Declarant rights or development rights provided for herein.

Section 16.3 Right to Transfer to Successor Declarant. Declarant reserves the right to convey, assign, or otherwise transfer Declarant's rights, obligations or interest herein as Declarant to a Successor Declarant by an instrument evidencing the conveyance, assignment or transfer, executed by both the Declarant and the transferee or assignee, recorded with the Clerk and Recorder in the County.

Section 16.4 Termination of Rights. The rights reserved to the Declarant for itself, its successors and assigns in this Article shall expire, unless sooner terminated as required by the Act, twenty (20) years from the date of recording this Declaration, unless such rights are (i) extended as allowed by law or (ii) reinstated or extended by the Association, subject to whatever terms, conditions and limitations the Executive Board may impose on the subsequent exercise of the rights by Declarant.

ARTICLE 17

ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO UNITS AND COMMON ELEMENTS

Section 17.1 Alterations, Additions or Improvements to Common Elements. Other than alterations, additions or improvements made by Declarant, no alteration, addition or improvement to the Common Elements of any kind (including, without limitation, change in color or texture of exterior surfaces, street numbers, signage, doors or windows or additional landscaping), or which in any manner affect the Common Elements (by way of example and not by way of limitation, addition of air conditioning units, hot tubs, spas, fireplaces, skylights, and moving or removing structural walls), shall be made unless first approved in writing by the Executive Board. All alterations, additions or improvements shall comply with any Rules, standards or criteria adopted by the Executive Board governing architectural or design considerations, signs, window coverings, lighting or other alterations, additions or improvements. During the period specified in Section 16.3 above, Declarant shall be exempt from any requirement to obtain approval under the provisions of this Article 17. The Executive Board shall respond to any written request for approval of a proposed addition, alteration or improvement within forty-five (45) days after the complete submission of the plans, specifications and other materials and information which the Executive Board may require in conjunction therewith. If the Executive Board fails to approve or disapprove any request within forty-five (45) days after the complete submission of the plans, specifications, materials and other information with respect thereto, the request shall be deemed to have been approved by the

Executive Board. In the event the Executive Board approves any such alteration, addition or improvement, it shall exercise reasonable business judgment to the end that any modifications to the Common Elements conform to and harmonize with existing surroundings and structures. The Executive Board has the absolute right to deny any requested changes.

Section 17.2 Governmental Approval. If any application to any governmental authority for a permit to make any such alteration, addition or improvement requires execution by the Association, and provided approval has been given by the Executive Board, then the application shall be executed on behalf of the Association by an authorized officer, without however incurring any liability on the part of the Executive Board, the Association or any of them to any contractor, subcontractor or materialman on account of such alteration, addition or improvement, or to any person having claim for injury to person or damage to Property arising therefrom.

Section 17.3 Association Right to Remove Unauthorized Alterations, Additions or Improvements. The Association, upon approval of the Executive Board and after reasonable notice to the Owner of the offending Unit, may remove any alterations, additions or improvements constructed, reconstructed, refinished, altered, or maintained in violation of this Declaration, and the expense therefor shall be paid by the Owner to the Association upon demand, and until paid, shall constitute a Default Assessment enforceable in the same manner as any other unpaid Assessment.

ARTICLE 18

MORTGAGEE'S RIGHTS

The following provisions are for the benefit of holders, insurers or guarantors of First Mortgages. To the extent permitted under Colorado law and as applicable, necessary or proper, the provisions of this Article apply to this Declaration and also to the Articles, Bylaws and Rules of the Association.

Section 18.1 Title Taken by First Mortgagee. Any First Mortgagee of record against a Unit who obtains title to the Unit pursuant to remedies exercised in enforcing the Mortgage, including foreclosure of the Mortgage or acceptance of a deed in lieu of foreclosure, will be liable for all Assessments due and payable as of the date title to the Unit (i) is acquired or (ii) could have been acquired under the statutes of Colorado governing foreclosure, whichever is earlier.

Section 18.2 Distribution of Insurance or Condemnation Proceeds. In the event of a distribution of insurance proceeds or condemnation awards allocable among the Units for losses to, or taking of, all or part of the Common Elements, neither the Owner nor any other person shall take priority in receiving the distribution over the right of any First Mortgagee against the Unit.

Section 18.3 Right to Pay Taxes and Charges. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against

any Common Elements, and may pay overdue premiums on insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such Common Elements, and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

Section 18.4 Audited Financial Statement. Upon written request from any Agency or Mortgagee which has an interest or prospective interest in any Unit or the Project, and upon payment in advance by such Agency or Mortgagee of the estimated cost as determined by the Board, the Association shall prepare and furnish within ninety days an audited financial statement of the Association for the immediately preceding fiscal year at the expense of such Agency or Mortgagee.

Section 18.5 Notice of Action. Any Eligible Mortgagee and any Agency which holds, insures or guarantees a First Mortgage, upon written request to the Association (which shall include the Agency's name and address and Unit number), will be entitled to timely written notice of:

18.5.1 Any condemnation or casualty loss that affects either a material portion of the Project or the Unit secured by the Mortgage;

18.5.2 Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which the Mortgagee holds the Mortgage;

18.5.3 A lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

18.5.4 Any proposed action that requires the consent of a specified percentage of Eligible Mortgagees.

Section 18.6 Action by Mortgagee. If this Declaration or any Association Documents require the approval of any Agency or Mortgagees then, if any such Agency or Mortgagee fails to respond to any written proposal for such approval within sixty (60) days after such Agency or Mortgagee receives notice of the proposal (or such longer time as may be set forth in the notice), such Agency or Mortgagee shall be deemed to have approved such proposal provided that the notice was mailed to the Agency or Mortgagee by certified or registered mail, return receipt requested.

Section 18.7 Junior Mortgages. The owner of a Unit may create junior Mortgages on the following conditions: (1) that any such junior Mortgages shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, liens for Common Expenses, and other obligations created by this Declaration and the Bylaws; (2) that the Mortgagee under any junior Mortgage shall release, for the purpose of restoration of any improvements upon the mortgaged premises, all of his right, title and interest in and to the proceeds under all insurance policies upon said premises which insurance policies were effected and placed upon the mortgaged premises by the Association. Such release shall be furnished

forthwith by a junior Mortgagee upon written request of one or more of the members of the Board. If not given, such release may be executed by the Association, as attorney-in-fact for such junior Mortgagee.

ARTICLE 19

DURATION OF COVENANTS AND AMENDMENT

Section 19.1 Term. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity, subject to the termination provisions of the Act. The Project may be terminated only by agreement of Unit Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

Section 19.2 Amendment. This Declaration, or any provision of it, may be amended at any time by approval of Owners to whom at least two-thirds (2/3) of ownership interests in the Common Elements are allocated. Notwithstanding the foregoing sentence to the contrary, without unanimous consent of the Owners, the provisions of Section 2.2 concerning allocated interests, and the provisions of Section 4.3 concerning restrictions on leasing of Units shall not be amended.

Section 19.3 Amendment for Certain Actions. Notwithstanding anything else contained in this Declaration, and except in case of condemnation or substantial loss to the Units and/or Common Elements, unless at least fifty-one percent (51%) of Eligible Mortgagees and Owners to whom at least two-thirds (2/3) of ownership interests in the Common Elements are allocated have given their prior written approval, the Association may not, except as otherwise provided herein:

19.3.1 By act or omission seek to abandon or terminate the condominium regime hereby;

19.3.2 Reallocate the Allocated Interest or obligation of any Unit in order to levy assessments or charges, allocate distribution of hazard insurance proceeds or condemnation awards, or determine the Allocated Interests of Ownership of Common Elements other than as set forth in this Declaration;

19.3.3 Partition or subdivide any Unit, except as set forth in this Declaration;

19.3.4 Seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements, except as set forth in this Declaration, by act or omission other than the grant of easements for public utilities or other purposes consistent with the intended use of the Common Elements;

19.3.5 Use hazard insurance proceeds for losses to any part of the Project (whether Units or Common Elements) for other than the repair, replacement or reconstruction of the Project.

Section 19.4 Declarant's Right to Amend. Declarant declares and reserves the right to amend this Declaration, the Map, Articles of Incorporation or Bylaws, without the consent of Owners or holders of Mortgagees any time within seven (7) years from the date this Declaration is recorded, or before Declarant conveys the last Unit to a purchaser other than Declarant or a Successor Declarant, whichever first occurs, as follows: (a) to make nonmaterial changes, such as the correction of a technical, clerical, grammatical or typographical error or clarification of a statement; (b) to comply with any requirements of the Act or amendments thereto, or any of the Agencies to induce any of the Agencies to make, purchase, sell, insure or guarantee First Mortgages; and (c) to exercise any Development Rights specified in this Declaration.

Section 19.5 Execution of Amendment. Any amendment must be executed by the President of the Association and recorded, and approval of such amendment may be shown by attaching a certificate of the Secretary of Association to the recorded instrument certifying the approval of the amendment by a sufficient number of Owners and Eligible Mortgagees, if applicable. Notwithstanding the foregoing, Declarant, acting alone, reserves to itself the right and power to modify and amend this Declaration and the Map to the fullest extent permitted under this Declaration and the Act.

ARTICLE 20

LIMIT ON TIMESHARING

Except as provided herein, no Unit shall be used (a) for the operation of a timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years; or (b) for the operation of a reservation or time-use system among co-owners of a Unit managed by a party other than the co-owners themselves or a system whereby co-owners are required as a condition of purchase of a fractional interest in the Unit to subject the fractional interest to a pre-determined reservation or time-use system among co-owners, regardless of whether or not the co-owner may later opt out of such system and regardless of whether the reservation or time-use system is recorded or unrecorded, fixed or floating.

ARTICLE 21

DISPUTE RESOLUTION

Section 21.1 Statement of Clarification. Without modifying or restricting the scope of this Article and as a statement of clarification only, nothing contained in this Article is intended to prevent the parties from attempting to resolve any differences between them through the normal course of business and communications. It is only when the parties are unable to resolve their differences and they wish to proceed further through the assertion of a "Claim" as defined herein, that the mandatory dispute resolution provisions contained in this Article are activated, notwithstanding any provision in this Declaration to the Contrary.

Section 21.2 Intent of Article; Applicability of Article; Applicability of Statutes of

Limitation.

21.2.1 Agreement to Forego Court Action. Each Party (as defined below) agrees to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Party covenants and agrees to submit all Claims (as defined below) each alleges to have to the procedures set forth in this Article and not to bring an action in court. Further, each Party agrees that the provisions contained in this Article shall be the sole and exclusive remedy that each Party shall have for any Claim. Should any Party commence litigation or any other action against any other Party in violation of the terms of this Article, such Party shall reimburse all costs and expenses, including attorneys fees, incurred by the other Party in seeking the dismissal of such litigation or action, and pursuance of remedies under this Article.

21.2.2 Article Binding on All Owners. By acceptance of a deed for a Unit, each Owner agrees to abide by the terms of this Article.

21.2.3 Statute of Limitations Period. No Claim may be initiated after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitation or statute of repose.

Section 21.3 Alternative Method for Resolving Disputes. Declarant, the Association, its officers and directors, all Owners, and any other person or entity not otherwise subject to this Declaration but who agrees to submit to this Article (each such person and entity being referred to as a "Party"), agree to encourage the amicable resolution of disputes involving the Project and all of its improvements without the emotional and financial costs of litigation. Accordingly, each Party covenants and agrees to submit all Claims each may have to the procedures set forth in this Article 21, notwithstanding any provision in this Declaration to the contrary.

Section 21.4 Claims. Except as excluded or exempted by the terms of this Article 21, "Claim" means any claim, grievance, controversy or dispute between one Party and another, regardless of how the same may have arisen or on what it might be based, including without limitation, those arising out of or related to (i) the interpretation, application or enforcement of any of the Association Documents or the rights, obligations and duties of any Party under any of the Association Documents; (ii) the design or construction of improvements; (iii) any statements, representations, promises, warranties, or other communications made by or on behalf of any Party.

Section 21.5 Exclusions From Claims. Unless all parties thereto otherwise agree, the following claims, grievances, controversies or disputes shall be excluded from the definition of Claims under Section 21.4 above, and shall be excluded from the provisions of this Article 21:

21.5.1. An action by the Association relating to the collection or enforcement of the obligation to pay Assessments or other charges set forth in the Association Documents;

21.5.2. An action by the Association to obtain a temporary or permanent restraining order or preliminary injunction (or equivalent emergency equitable relief) and such other

ancillary relief as the court may deem necessary in order to enjoin any immediate threat to persons or property, except that, once any temporary restraining order or preliminary injunctive relief is obtained, resolution of any permanent injunction claims shall be through arbitration as set forth herein;

21.5.3. Any action in which any indispensable party does not include the Association, its officers, directors, or committee members, or a person subject to the Association Documents, or their officers, directors, partners, members, employees and agents; and

21.5.4. Any action to enforce a settlement agreement or arbitration award made under the provisions of this Article 21.

Section 21.6 Dispute Resolution Procedures. The following procedures will be followed in all Claims:

21.6.1. Prior to proceeding with any Claim, the party(s) asserting the Claim ("Claimant") shall give written notice of the Claim to all opposing party(s) ("Respondent"), which notice shall state plainly and concisely: (i) the nature of the claim, including all persons involved and Respondent's role in the Claim; (ii) the legal or contractual basis of the Claim (i.e. the specific authority out of which the Claim arises); and (iii) the specific relief and/or proposed remedy sought.

21.6.2. After the Respondent receives the notice of Claim, the parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. Such efforts may include inspections of the Claimant's or the Respondent's Unit or the Common Elements for purposes of evaluating any alleged violation. In the exercise of the inspection rights, the party causing the inspection to be made ("Inspecting Party") shall: (a) be careful to avoid any unreasonable intrusion upon, or harm, damage or costs to the other party or property to be inspected ("Inspected Property"); (b) minimize any disruption or inconvenience to any person who occupies the Inspected Property; (c) keep the Inspected Property clean and remove all debris daily caused by the inspection and located on the Inspected Property; and (d) in a reasonable and timely manner, at the Inspecting Party's sole cost and expense, promptly remove all equipment and materials from the Inspected Property and repair and replace all damage, and restore the Inspected Property to the condition of the Inspected Property as of the date of the inspection, unless the Inspected Property is to be immediately repaired. Any party may be represented by attorneys and independent consultants to assist in the negotiations and to attend meetings.

21.6.3. If the parties do not resolve the claim through negotiations within forty-five (45) days after submission of the claim to the Respondent, or if any party in good faith determines that negotiations have been and will be to no avail, the Claimant shall have an additional forty-five (45) days to submit the Claim to a mediator for mediation. In the event the parties are unable to agree on a mediator, either party may request that a mediator be appointed by the District Court in Weld County. The Claim shall be deemed to be submitted upon filing the petition for appointment of the mediator.

21.6.4. If the Claimant fails to submit the claim to mediation within the permitted time, or fails to appear at the mediation, the Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of the Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than Claimant.

21.6.5. Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the parties. If a termination of the mediation occurs without a resolution, the mediator shall issue a written statement advising that the parties are at an impasse.

21.6.6. Unless otherwise agreed, each party shall bear its own costs of the mediation, including attorneys fees, and each party shall share equally all charges of the mediator.

21.6.7. Upon termination of mediation without a resolution, if Claimant desires to pursue the claim, the Claimant shall have an additional forty-five (45) days to initiate final, binding arbitration of the Claim with an arbitrator. If the Claimant fails to submit the claim to arbitration within the permitted time, or fails to appear at the arbitration, the Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of the Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than Claimant. In the event the parties are unable to agree on an arbitrator, either party may request that an arbitrator be appointed by the District Court in Weld County. The Claim shall be deemed to be submitted upon filing the petition for appointment of the arbitrator. Arbitration shall be conducted in accordance with the provisions of Exhibit D attached hereto. Any award rendered may be entered in and enforced by any court having jurisdiction over the claim. The arbitrator shall award the prevailing party such party's costs and expenses, including reasonable attorneys' fees, costs, expenses, arbitrator's fees and administrative fees of the arbitration. Unless otherwise mutually agreed to by the parties to the claim, there shall be one arbitrator who, to the extent feasible, shall have expertise in the area(s) of dispute.

21.6.8. The award of the arbitrator shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of all parties to the Claim. Any award shall be enforceable in accordance with C.R.S. 13-22-201 et seq., as amended from time to time. The party seeking enforcement shall be entitled to all reasonable attorneys' fees and costs incurred in the enforcement of the award.

Section 21.7 Liability for Failure of Association to Maintain an Action. No director or officer of the Association shall be liable to any person for failure to institute or maintain or bring to conclusion a claim for relief, mediation, or arbitration for a Claim if the following criteria are satisfied: (i) the director or officer was acting within the scope of his or her duties; (ii) the director or officer was not acting in bad faith; and (iii) the act or omission was not willful, wanton or grossly negligent.

ARTICLE 22

GENERAL PROVISIONS

Section 22.1 Restriction on Declarant Powers. Notwithstanding anything to the contrary herein, no rights or powers reserved to Declarant hereunder shall exceed the time limitations or permissible extent of such rights or powers as restricted under the Act. Any provision in this Declaration in conflict with the requirements of the Act shall not be deemed to invalidate such provision as a whole but shall be adjusted as is necessary to comply with the Act. Declarant shall have the right to assign its rights, obligations or interest herein to any person or entity by an assignment or deed of record executed by both Declarant and the transferee or assignee and recorded with the Clerk and Recorder.

Section 22.2 Notice. Any notice to an Owner of matters affecting the Project by the Association or by another Owner shall be sufficiently given if in writing and delivered personally, by courier or private service delivery, or on the third business day after deposit in the U.S. mail, at the address of record for real property tax assessment notices with respect to that Owner's Unit. Except as provided by Colorado law, any notice to an Owner may also be delivered via e-mail if the Owner has previously registered their e-mail address with the Association, and such delivery shall be sufficient for purposes of sending and receipt of notices to such Owner.

Section 22.3 Enforcement. All of the provisions of this Section 22.3 are subject to the provisions of Article 21 above, and shall only apply to those matters not constituting a Claim under the provisions of Article 21 above. The Association on behalf of itself and any aggrieved Owner shall be granted a right of action for any matter not constituting a Claim under Article 21 above against any and all Owners for failure to comply with the provisions of the Association Documents, or with decisions of the Executive Board made pursuant to authority granted to the Association in the Association Documents. In any action covered by this Section, the Association or any Owner shall have the right but not the obligation to enforce the Association Documents by any proceeding at law or in equity, or as set forth in the Association Documents, or by mediation or binding arbitration. The prevailing party in any arbitration or judicial relief shall be entitled to reimbursement from the non-prevailing party or parties, for all costs and expenses, including attorney's fees in connection with such arbitration or judicial relief. Failure by the Association or by any Owner to enforce compliance with any provision of the Association Documents shall not be deemed a waiver of the right to enforce any provision thereafter. The decision of the Association to pursue enforcement action in any particular case shall be left to the Board's discretion, subject to the duty to exercise its business judgment, and not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing, the Board may determine that, under the circumstances of a particular case: (i) the Association's position is not strong enough to justify taking any or further action; (ii) the covenant, restriction or Rule being enforced is, or is likely to be construed as, inconsistent with applicable law; (iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (iv) that it is not in the Association's best interests, based on hardship, expense or other reasonable criteria, to pursue enforcement action.

Section 22.4 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.

Section 22.5 Conflicts Between Documents. In case of conflict between this Declaration and the Articles and the Bylaws of the Association, this Declaration shall control. In case of conflict between the Articles and the Bylaws, the Articles shall control.

[Remainder of Page Left Blank]

Lake Ridge Condominium Homeowners' Association, Inc., a Colorado nonprofit corporation

By: Dorothy L Field
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF Boulder)

The foregoing instrument was acknowledged, subscribed to and sworn before me this 10th day of September, 2011, by Dorothy L. Field as Secretary of Lake Ridge Condominium Homeowners' Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: 03/04/12

Dana Miller
Notary Public

**EXHIBIT A
TO
AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE LAKE RIDGE CONDOMINIUMS**

REAL PROPERTY SUBJECT TO DECLARATION

LOT 3 OF LAKE RIDGE FINAL PLAT AS CERTIFIED FEBRUARY 28, 2001, A LOT
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 NORTH,
RANGE SIXTY-EIGHT WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD,
STATE OF COLORADO

**EXHIBIT B
 TO
 AMENDED AND RESTATED DECLARATION
 OF
 COVENANTS, CONDITIONS, AND RESTRICTIONS
 FOR THE LAKE RIDGE CONDOMINIUMS**

ALLOCATED INTERESTS

Unit #	Square Footage	Allocated Interest
1	514	2.55%
2	758	3.76%
3	506	2.51%
4	510	2.53%
5	503	2.50%
6	646	3.21%
7	517	2.57%
8	1,109	5.50%
9	536	2.66%
10	521	2.59%
11	509	2.53%
12	499	2.48%
13	503	2.50%
14	510	2.53%
15	857	4.25%
16	503	2.50%
17	504	2.50%
18	513	2.55%
19	1,054	5.23%
20	746	3.70%
21	1,009	5.01%
22	758	3.76%
23	642	3.19%
24	926	4.59%
25	644	3.20%
26	1,085	5.38%
27	1,207	5.99%
28	512	2.54%
29	1,053	5.22%
Total	20154	100.00%

**EXHIBIT C
TO
AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE LAKE RIDGE CONDOMINIUMS**

ADDITIONAL PROPERTY

LOTS 1 AND 2 OF LAKE RIDGE FINAL PLAT AS CERTIFIED FEBRUARY 28, 2001, A LOT
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 NORTH,
RANGE SIXTY-EIGHT WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD,
STATE OF COLORADO

**EXHIBIT D
TO
AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE LAKE RIDGE CONDOMINIUMS**

ARBITRATION PROCEDURES

1. No person shall serve as the arbitrator where that person has any financial or personal interest in the result of the arbitration or any family, social or significant professional acquaintance with any other party to the arbitration. Any person designated as an arbitrator shall immediately disclose in writing to all parties any circumstance likely to affect the appearance of impartiality, including any bias or financial or personal interest in the outcome of the arbitration ("Arbitrator Disclosure"). If any party objects to the service of any arbitrator within 14 days after receipt of that Arbitrator's Disclosure, such arbitrator shall be replaced in the same manner in which that arbitrator was selected.

2. The arbitrator shall fix the date, time and place for the hearing. The arbitration proceedings shall be conducted in Boulder County, Colorado unless otherwise agreed by the parties.

3. No formal discovery shall be conducted in the absence of an order of the arbitrator or express written agreement among all the parties.

4. Unless directed by the arbitrator, there will be no post-hearing briefs.

5. The arbitration award shall address each specific Claim to be resolved in the arbitration, provide a summary of the reasons therefore and the relief granted, and be rendered promptly after the close of the hearing and no later than 14 days from the close of the hearing, unless otherwise agreed by the Parties. The award shall be in writing and shall be signed by the arbitrator.

6. The arbitrator shall have authority, in the sound exercise of discretion, to award the prevailing party such party's costs and expenses, including reasonable attorneys' fees.

5/1/2002 2947810

THIS MAP WAS PREPARED BY THE SURVEYOR IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS FOR SURVEYING AND MAPPING IN THE STATE OF COLORADO.



- ◆ SECTION CORNERS FOUND AS DESCRIBED
- 1-1/2" PLASTIC CAP LS 2682
- 1" PLASTIC CAP LS 11689
- 1" PLASTIC CAP JS 7242
- NO. 4 REBAR (NO CAP)
- NO. 5 REBAR/PLASTIC CAP LS 23300

SHEET 1 OF 3

FINAL PLAT THE CONDOMINIUM MAP OF LAKE RIDGE SENIOR APARTMENTS

LOT 3 OF LAKE RIDGE FINAL PLAT AS CERTIFIED
02/28/2001. A LOT LOCATED IN THE SOUTHWEST
QUARTER OF SECTION THIRTEEN, TOWNSHIP THREE NORTH,
RANGE SIXTY-EIGHT WEST OF THE SIXTH PRINCIPAL
MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

LEGAL DESCRIPTION:

LOT 3 OF LAKE RIDGE FINAL PLAT AS CERTIFIED
02/28/2001. A LOT LOCATED IN THE SOUTHWEST
QUARTER OF SECTION THIRTEEN, TOWNSHIP THREE NORTH,
RANGE SIXTY-EIGHT WEST OF THE SIXTH PRINCIPAL
MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

OWNER'S CERTIFICATE:

I, Richard J. Hagan, OWNER OF THE ABOVE DESCRIBED
PROPERTY, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED
HEREIN IS TRUE AND CORRECT AND THAT I AM THE OWNER OF THE
PROPERTY DESCRIBED HEREIN AND THAT I HAVE THE FULL POWER
AND AUTHORITY TO EXECUTE THIS CERTIFICATE.

ACKNOWLEDGMENT:

WE, Richard J. Hagan and Richard J. Hagan, of the
COUNTY OF WELD, STATE OF COLORADO, DO HEREBY
CERTIFY THAT WE ARE THE OWNER(S) OF THE ABOVE
DESCRIBED PROPERTY AND THAT WE HAVE THE FULL
POWER AND AUTHORITY TO EXECUTE THIS CERTIFICATE.

WITNESSED BY ME AND BY MY SAID
NOTARY PUBLIC
Richard J. Hagan
NOTARY PUBLIC

NOTES:
1. THIS PROJECT WAS THE PROPERTY OF THE COUNTY OF WELD, STATE OF COLORADO, AND WAS ACQUIRED BY THE COUNTY OF WELD, STATE OF COLORADO, BY PURCHASE FROM THE STATE OF COLORADO. THE COUNTY OF WELD, STATE OF COLORADO, HAS NOW TRANSFERRED THE PROPERTY TO THE COUNTY OF WELD, STATE OF COLORADO, BY PURCHASE FROM THE STATE OF COLORADO. THE COUNTY OF WELD, STATE OF COLORADO, HAS NOW TRANSFERRED THE PROPERTY TO THE COUNTY OF WELD, STATE OF COLORADO, BY PURCHASE FROM THE STATE OF COLORADO.

2. THE PROPERTY IS BEING OFFERED TO THE PUBLIC BY THE COUNTY OF WELD, STATE OF COLORADO, BY PURCHASE FROM THE STATE OF COLORADO. THE COUNTY OF WELD, STATE OF COLORADO, HAS NOW TRANSFERRED THE PROPERTY TO THE COUNTY OF WELD, STATE OF COLORADO, BY PURCHASE FROM THE STATE OF COLORADO.

3. THE PROPERTY IS BEING OFFERED TO THE PUBLIC BY THE COUNTY OF WELD, STATE OF COLORADO, BY PURCHASE FROM THE STATE OF COLORADO. THE COUNTY OF WELD, STATE OF COLORADO, HAS NOW TRANSFERRED THE PROPERTY TO THE COUNTY OF WELD, STATE OF COLORADO, BY PURCHASE FROM THE STATE OF COLORADO.

4. THE PROPERTY IS BEING OFFERED TO THE PUBLIC BY THE COUNTY OF WELD, STATE OF COLORADO, BY PURCHASE FROM THE STATE OF COLORADO. THE COUNTY OF WELD, STATE OF COLORADO, HAS NOW TRANSFERRED THE PROPERTY TO THE COUNTY OF WELD, STATE OF COLORADO, BY PURCHASE FROM THE STATE OF COLORADO.

5. THE PROPERTY IS BEING OFFERED TO THE PUBLIC BY THE COUNTY OF WELD, STATE OF COLORADO, BY PURCHASE FROM THE STATE OF COLORADO. THE COUNTY OF WELD, STATE OF COLORADO, HAS NOW TRANSFERRED THE PROPERTY TO THE COUNTY OF WELD, STATE OF COLORADO, BY PURCHASE FROM THE STATE OF COLORADO.

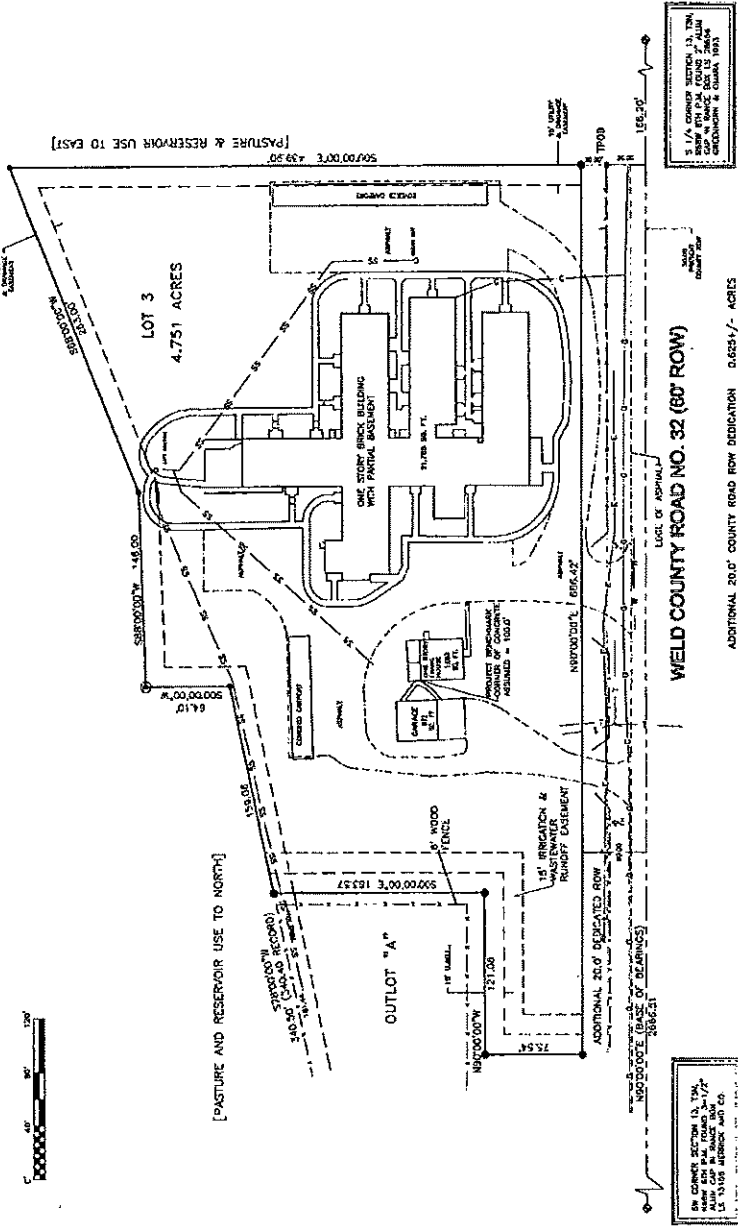
6. THE PROPERTY IS BEING OFFERED TO THE PUBLIC BY THE COUNTY OF WELD, STATE OF COLORADO, BY PURCHASE FROM THE STATE OF COLORADO. THE COUNTY OF WELD, STATE OF COLORADO, HAS NOW TRANSFERRED THE PROPERTY TO THE COUNTY OF WELD, STATE OF COLORADO, BY PURCHASE FROM THE STATE OF COLORADO.

7. THE PROPERTY IS BEING OFFERED TO THE PUBLIC BY THE COUNTY OF WELD, STATE OF COLORADO, BY PURCHASE FROM THE STATE OF COLORADO. THE COUNTY OF WELD, STATE OF COLORADO, HAS NOW TRANSFERRED THE PROPERTY TO THE COUNTY OF WELD, STATE OF COLORADO, BY PURCHASE FROM THE STATE OF COLORADO.

8. THE PROPERTY IS BEING OFFERED TO THE PUBLIC BY THE COUNTY OF WELD, STATE OF COLORADO, BY PURCHASE FROM THE STATE OF COLORADO. THE COUNTY OF WELD, STATE OF COLORADO, HAS NOW TRANSFERRED THE PROPERTY TO THE COUNTY OF WELD, STATE OF COLORADO, BY PURCHASE FROM THE STATE OF COLORADO.

9. THE PROPERTY IS BEING OFFERED TO THE PUBLIC BY THE COUNTY OF WELD, STATE OF COLORADO, BY PURCHASE FROM THE STATE OF COLORADO. THE COUNTY OF WELD, STATE OF COLORADO, HAS NOW TRANSFERRED THE PROPERTY TO THE COUNTY OF WELD, STATE OF COLORADO, BY PURCHASE FROM THE STATE OF COLORADO.

10. THE PROPERTY IS BEING OFFERED TO THE PUBLIC BY THE COUNTY OF WELD, STATE OF COLORADO, BY PURCHASE FROM THE STATE OF COLORADO. THE COUNTY OF WELD, STATE OF COLORADO, HAS NOW TRANSFERRED THE PROPERTY TO THE COUNTY OF WELD, STATE OF COLORADO, BY PURCHASE FROM THE STATE OF COLORADO.



5 1/4 CORNER SECTION 13, T1N, R68E, W3E, CO. 103, STATE OF COLORADO. 1983

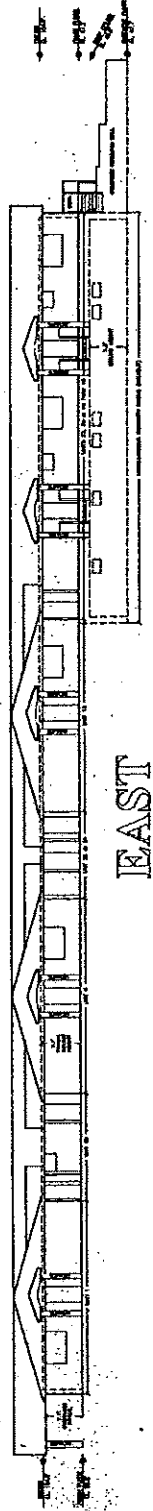
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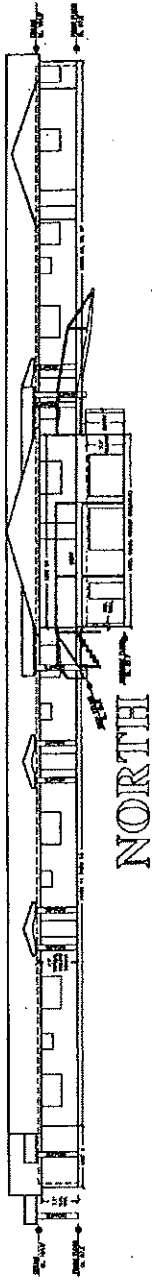
A SURVEY MAP, RECORD TO BE MADE
BY THE SURVEYOR
DATE: 4-21-02

SHEET 2 OF 3 (ELEVATIONS)

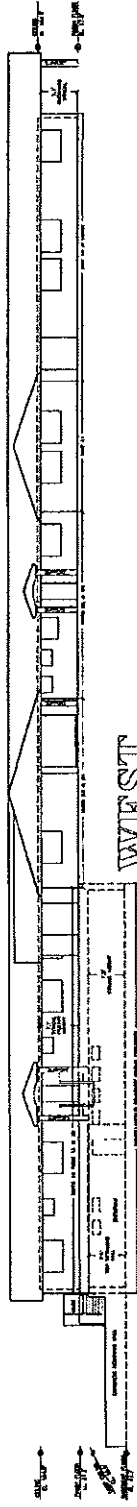
THIS DRAWING IS THE PROPERTY OF HASCALL SURVEYS INC.
 IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON.
 ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF HASCALL SURVEYS INC. IS STRICTLY PROHIBITED.



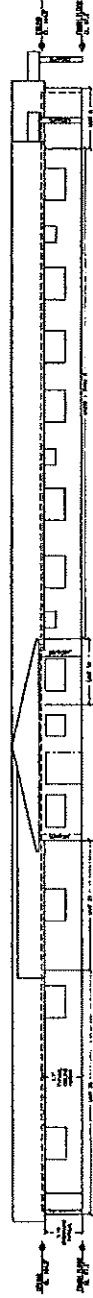
EAST



NORTH



WEST



SOUTH



R.O. BOX 838
 BOZEMAN, MONTANA 59717-0838
 (406) 552-5555 FAX (406) 552-5555



HASCALL SURVEYS INC.



DATE: 04/25/02
 DRAWN BY: [illegible]
 CHECKED BY: [illegible]
 PROJECT: [illegible]

SCALE: 1" = 10'
 SHEET NO.: 2 OF 3
 PROJECT NO.: [illegible]

P.O. BOX 598
 200 HATFIELD AVENUE SUITE 202
 HATFIELD, CO 60149
 01532 FAX: 508.231.8171

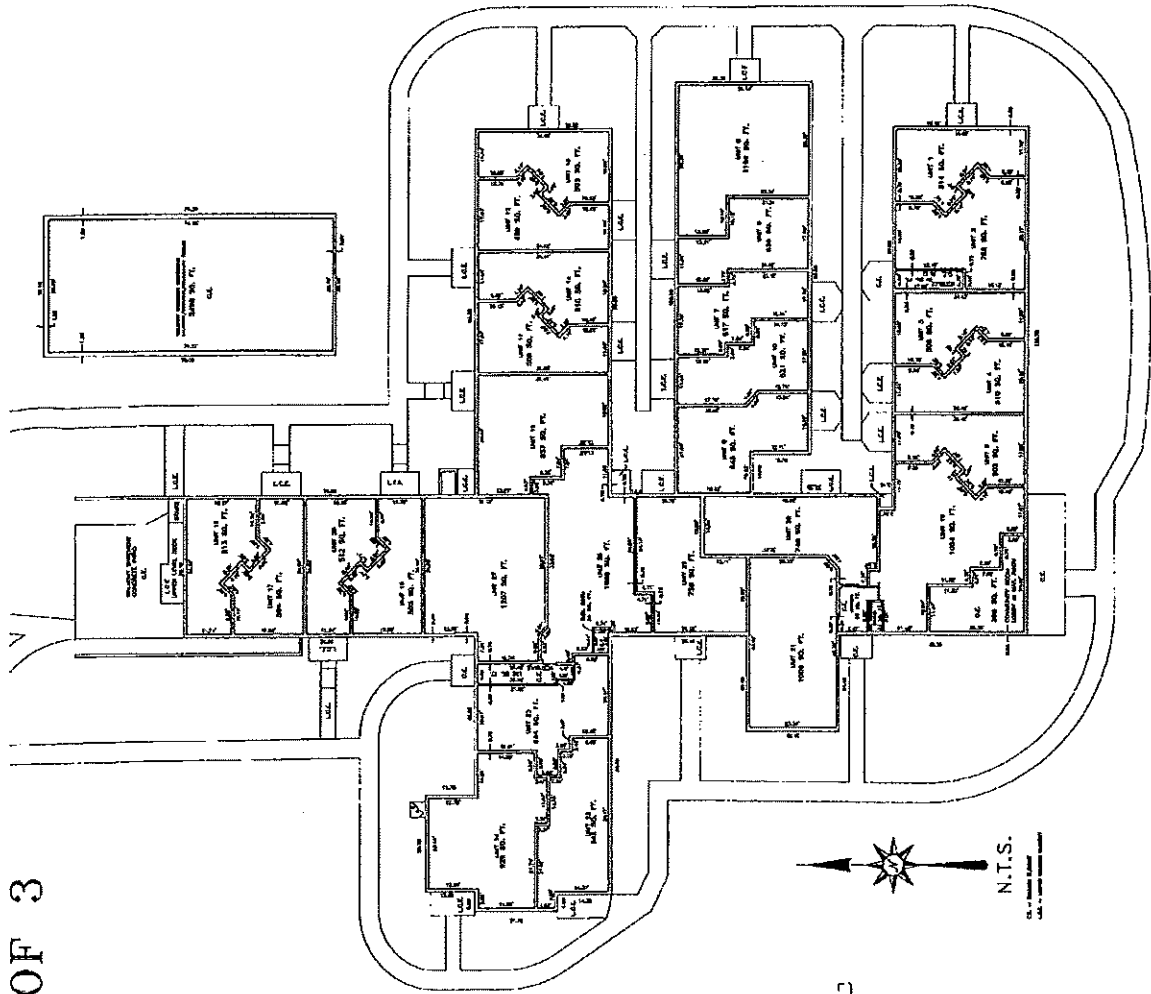
HASCALL SURVEYS INC.

DATE: 04/29/02
 REVISION:
 SHEET: 3 OF 3

JOB NO: 000000000
 DRAWN: JMM/CM
 CHECKED: JMM

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EAST COVERED CARPORT

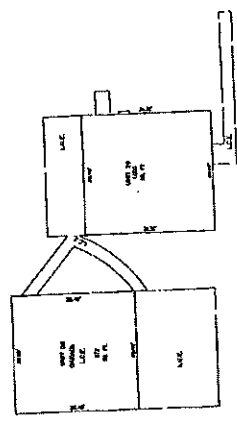


N.T.S.
 1/8" = 1'-0"

SHEET 3 OF 3

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WEST COVERED CARPORT



THIS DRAWING IS THE PROPERTY OF HASCALL SURVEYS INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF HASCALL SURVEYS INC.

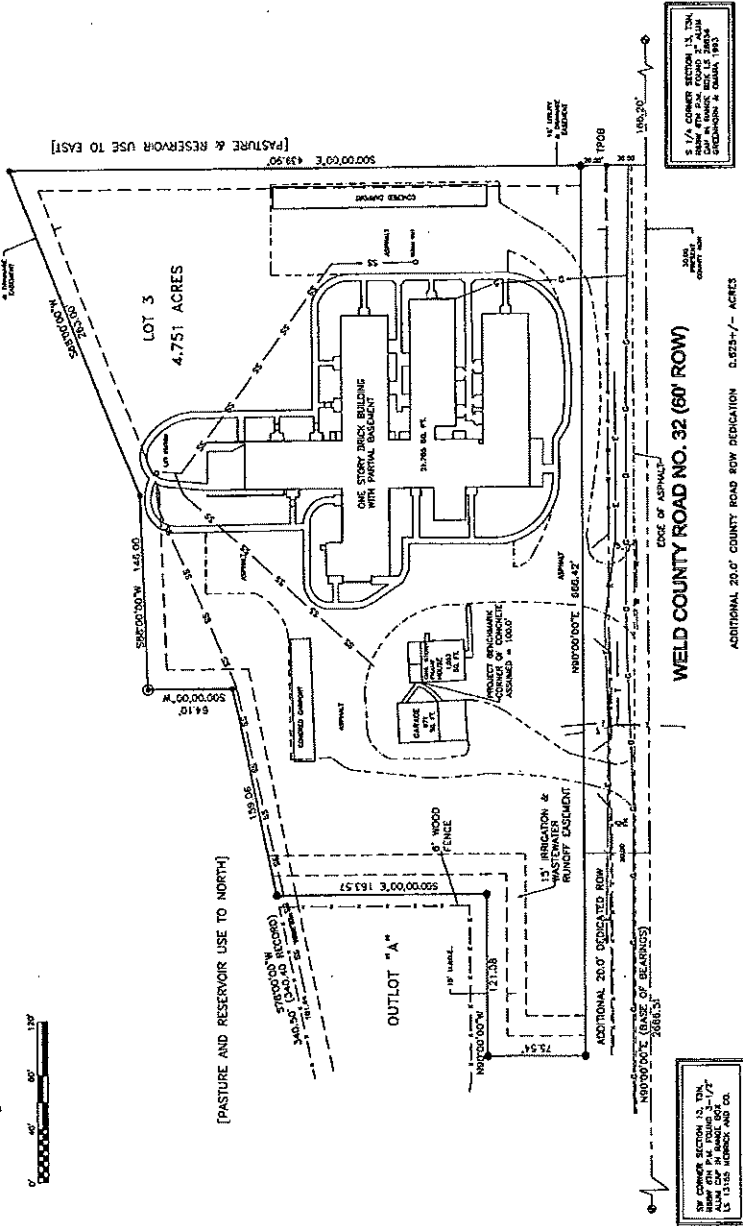
5/17/2002 2952266



488
 5/17/02
 2952266

SHEET 1 OF 3

- ◆ SECTION CORNERS FOUND AS DESCRIBED
- ◆ 1-1/2" PLASTIC CAP LS 2687
- ◆ 1" PLASTIC CAP LS 11602
- ◆ 1" PLASTIC CAP LS 7242
- ◆ NO. 4 REBAR (NO CMP)
- ◆ NO. 5 REBAR/PLASTIC CAP LS 23200



BY CORNER SECTION 13, T1N,
 RANGE 65N, RANGE 37W,
 COUNTY OF WELD, STATE OF
 COLORADO, BEING AND CO.

WELD COUNTY ROAD NO. 32 (80' ROW)
 ADDITIONAL 20.0' COUNTY ROAD ROW DEDICATION 0.623+/- ACRES

1/4 SECTION 13, T1N,
 RANGE 65N, RANGE 37W,
 COUNTY OF WELD, STATE OF
 COLORADO, BEING AND CO.

A CORRECTED PLAT OF
 THE CONDOMINIUM MAP OF
 THE LAKE RIDGE
 CONDOMINIUMS
 PREVIOUSLY RECORDED AS THE FINAL PLAT OF THE
 CONDOMINIUM MAP OF LAKE RIDGE SENIOR APARTMENTS.
 LOT 3 OF LAKE RIDGE FINAL PLAT AS CERTIFIED
 02/28/2001. A LOT LOCATED IN THE SOUTHWEST
 QUARTER OF SECTION THIRTEEN, TOWNSHIP THREE NORTH,
 RANGE SIXTY-EIGHT WEST OF THE SIXTH PRINCIPAL
 MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

LEGAL DESCRIPTION:

LOT 3 OF LAKE RIDGE FINAL PLAT AS CERTIFIED
 02/28/2001. A LOT LOCATED IN THE SOUTHWEST
 QUARTER OF SECTION THIRTEEN, TOWNSHIP THREE NORTH,
 RANGE SIXTY-EIGHT WEST OF THE SIXTH PRINCIPAL
 MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

OWNER'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS THAT THOMAS LAKE DEVELOPMENT
 CORP., A COLORADO CORPORATION, BEING THE STATE OWNER OF THE
 ABOVE DESCRIBED PROPERTY, HAS HEREBY CAUSED THIS MAP TO BE
 PREPARED AS SHOWN ON THIS MAP TO BE KNOWN AS A CORRECTED
 PLAT OF THE CONDOMINIUM MAP OF THE LAKE RIDGE CONDOMINIUMS.
 IN WITNESS WHEREOF, I HEREBY SET MY HAND THIS 17th DAY OF
 MAY, 2002 AT DENVER, COLORADO.

THOMAS LAKE DEVELOPMENT CORP., A COLORADO CORPORATION,
 BY: *Michael J. McCall*
 VICE PRESIDENT & SECRETARY

ACKNOWLEDGMENT:

STATE OF COLORADO)
 COUNTY OF WELD) SS
 I, CLARENCE W. HARRIS, CLERK OF THE COUNTY OF WELD, DO HEREBY
 CERTIFY THAT THE ABOVE DESCRIBED MAP WAS FILED FOR RECORD IN THE
 OFFICE OF THE COUNTY CLERK OF WELD COUNTY, COLORADO, ON MAY 17, 2002.
 IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL
 AT DENVER, COLORADO, THIS 17th DAY OF MAY, 2002.

BOULDER COUNTY &
 WASHINGTON COUNTY,
 COLORADO

NOTES:

1. THIS MAP HAS BEEN PREPARED BY THE SURVEYOR'S COMPANY, CONSULTING ENGINEERS, INC., AND IS BASED UPON THE RECORD INFORMATION PROVIDED TO THE SURVEYOR BY THE OWNER. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO DISCREPANCIES BETWEEN THE INFORMATION CONTAINED IN THIS PROJECT AND THE RECORD INFORMATION.
2. BASE OF ELEVATION: THE ELEVATION OF LOT 3, AS INDICATED AND SHOWN ON THIS MAP, IS BASED UPON THE ELEVATION OF THE CORNER OF LOT 3 OF LAKE RIDGE FINAL PLAT.
3. EXTERIOR BUILDING DIMENSIONS ARE TO THE OUTSIDE FINISHED WALL. THE TO BUILDINGS ARE MEASURED TO THE FINISHED WALL AT RIGHT ANGLES TO THE FINISHED WALL.
4. ALL EXTERIOR WALLS AND WALLS BETWEEN CONDOMINIUMS ARE LIMITED TO THE FINISHED SURFACES OF THE EXTERIOR WALLS AND EXTERIOR WALLS.
5. ALL EXTERIOR WALLS AND WALLS BETWEEN CONDOMINIUMS ARE LIMITED TO THE FINISHED SURFACES OF THE EXTERIOR WALLS AND EXTERIOR WALLS.
6. ALL EXTERIOR WALLS AND WALLS BETWEEN CONDOMINIUMS ARE LIMITED TO THE FINISHED SURFACES OF THE EXTERIOR WALLS AND EXTERIOR WALLS.
7. C.E. = CENTER OF GRAVITY
8. C.E. = CENTER OF GRAVITY

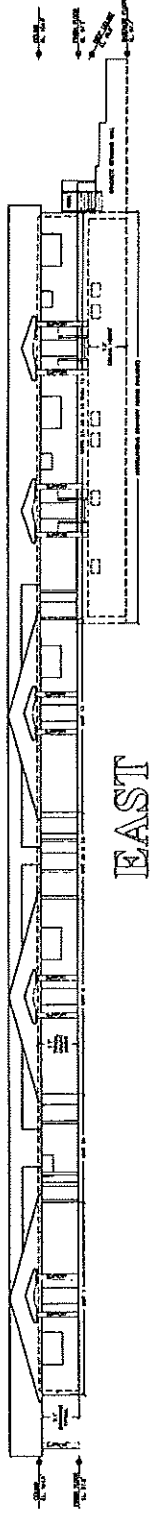
SURVEYOR'S CERTIFICATE:

I CERTIFY THAT THIS MAP ACCURATELY REPRESENTS THE RESULTS OF A SURVEY CONDUCTED BY ME OR UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE COLORADO STATUTES, I FURNISH THIS MAP TO YOU WITH ALL INFORMATION NECESSARY TO LOCATE THE PROPERTY DESCRIBED HEREON.

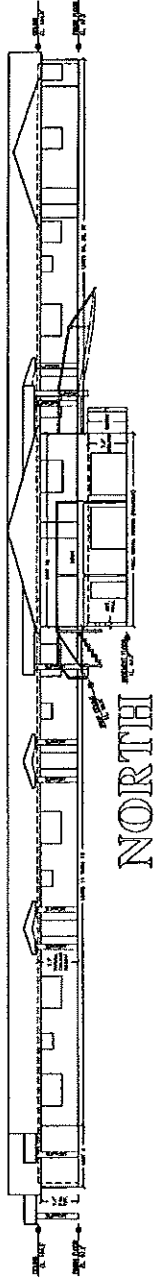


SHEET 2 OF 3 (ELEVATIONS)

HASCALL SURVEYS INC.
 2009 MOUNTAIN VIEW BLVD SUITE 202
 BETHLEHEM, PA 18015
 (610) 822-0822 FAX (610) 822-0823



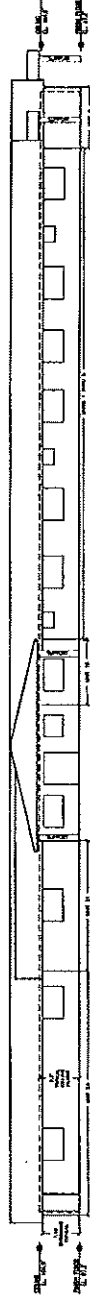
EAST



NORTH



WEST



SOUTH



P.O. Box 928
 2009 Mountain View Blvd Suite 202
 Bethlehem, PA 18015
 (610) 822-0822 - Fax (610) 822-0823


HASCALL SURVEYS INC

DATE: 04/29/02
 REVISIONS:
 REVISIONS:
 REVISIONS:

SCALE: 1" = 10'
 SHEET: 2 OF 3
 JOB NO: 092004102

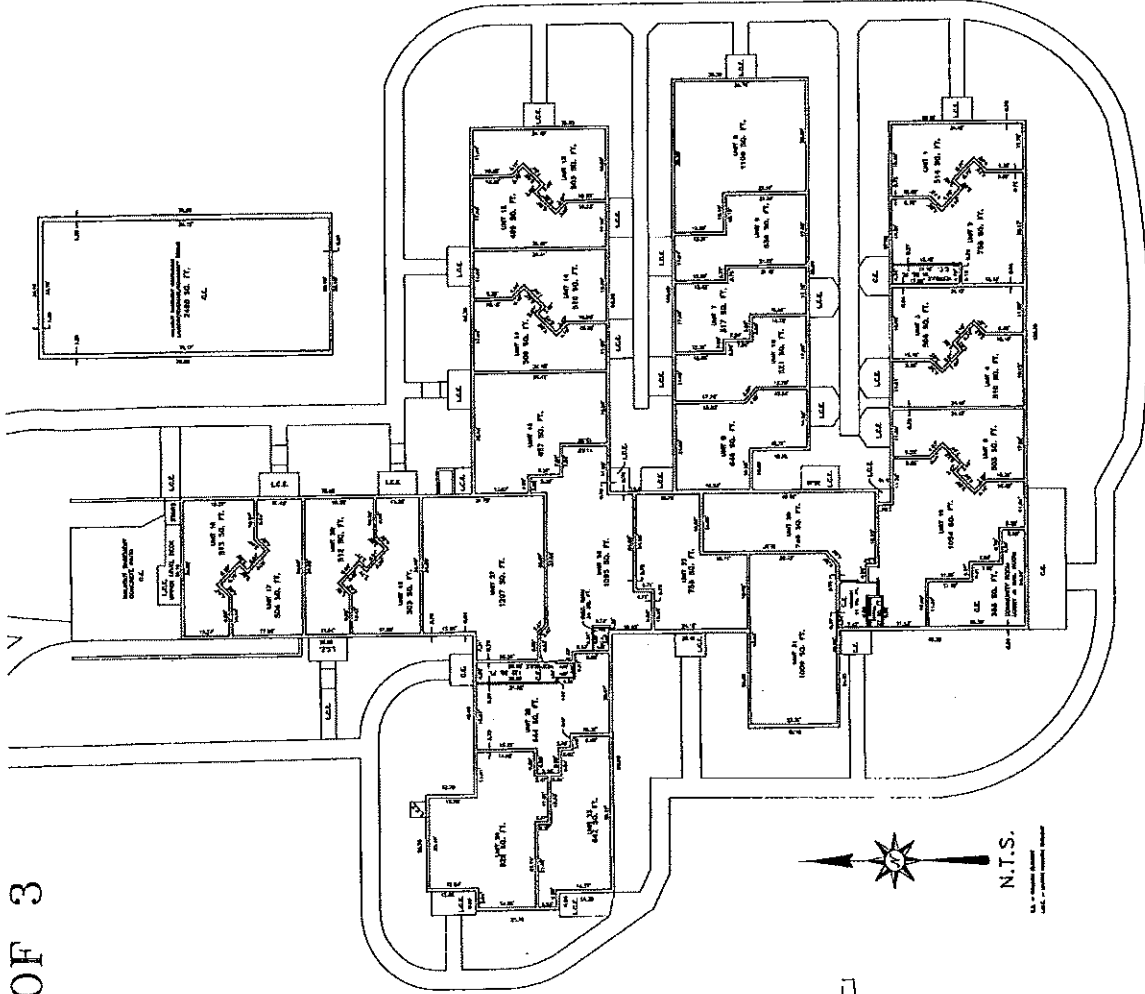
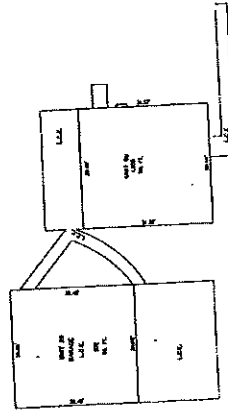
SHEET 3 OF 3

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WEST COVERED CARPORT

UNIT 20	UNIT 21	UNIT 22	UNIT 23	UNIT 24	UNIT 25	UNIT 26	UNIT 27	UNIT 28
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WEST COVERED CARPORT



EAST COVERED CARPORT

UNIT 1	UNIT 2	UNIT 3	UNIT 4	UNIT 5	UNIT 6	UNIT 7	UNIT 8	UNIT 9	UNIT 10	UNIT 11	UNIT 12	UNIT 13	UNIT 14	UNIT 15	UNIT 16	UNIT 17	UNIT 18
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P.L. JOB NO. 208 KENTLAND DRIVE SUITE 202 BETHLEHEM CO. PA 18015 (717) 621-1621 FAX (717) 621-1622	HASCALL SURVEYS INC. 	DATE: 04/29/02 REVISIONS: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100	SCALE: NONE DRAWN: AMY/JOH CHECKED: J.B./J.S. JOB NO.: 02020020
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RATIFICATION OF PLAT

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THE UNDERSIGNED, WILLIAM E. HARPER. HEREBY RATIFIES AND AGREES TO ALL TERMS AND CONDITIONS OF THE PLAT OF LAKE RIDGE, WHICH RECORDED MARCH 8, 2001 AS RECEPTION NO. 2831082, COUNTY OF WELD, STATE OF COLORADO.

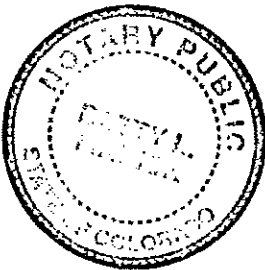
DATED THIS 14TH DAY OF JUNE, 2001.


WILLIAM E. HARPER

STATE OF COLORADO
COUNTY OF BOULDER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 14th DAY OF JUNE, 2001, BY WILLIAM E. HARPER.

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: 1/23/05




NOTARY PUBLIC

Return to: William E. Harper
5425 WCR 32
Longmont, CO 80504