

terrace or deck, if any, shall have an easement for the exclusive use thereof; (6) all other parts of such land and the improvements thereon necessary or convenient to its existence, maintenance and safety which are normally and reasonably in common use, including air above such land, all of which shall be owned, by all of the owners of the units, each owner of a unit having an undivided interest in such general common elements as is provided hereinafter.

(e) "Declaration" means this Declaration and supplements and amendments thereto, if any.

(f) "Limited Common Elements" means those parts of the general common elements which are either limited to and reserved for the exclusive use of an owner of a condominium unit or are limited to and reserved for the common use of more than one, but fewer than all, of the condominium unit owners.

(g) "Condominium Project" or "Project" means all of the land and improvements initially submitted by this Declaration and any land and improvements subsequently submitted to this project.

(h) "Common Expense" means and includes (i) expenses of administration, operation and management, repair or replacement of the common elements; (ii) expenses declared common expenses by the provisions of this Declaration or the By-Laws of the Association; (iii) all sums lawfully assessed by the Board of Directors of the Association; (iv) expenses agreed upon as common expenses by the Association of unit owners.

(i) "Association of Unit Owners" or "Association" means the Association formed under the Colorado Nonprofit Corporation Act bearing the name of this condominium project, the Articles of Incorporation and By-Laws of which shall govern the administration of this condominium property, the members of which Association shall be all of the owners of the condominium units.

(j) "Map" or "Condominium Map" means and includes the engineering survey of the land depicting and locating thereon all of the improvements, the floor and elevation plans and any other drawing or diagrammatic plan depicting a part of or all of the land and improvements thereon, and including a description or delineation of the boundaries of each unit, including the unit's identifying number.

(2) Division of Property into Condominium Units.

(a) The real property described in Exhibit "A" and the improvements thereon are hereby divided into the fee simple estates as is set forth in the attached Exhibit "B" which by this reference is made a part hereof. Each such estate shall consist of the separately designated units and the undivided interest in and to the general common elements appurtenant to each unit as set forth therein.

(b) The unit owners of two or more adjoining units shall have the right to (i) physically combine the space within one unit with the space within one or more adjoining units, or (ii) to combine a part of or combination of parts of the space within one unit with part or parts of the space within one or more adjoining units. Any such physical changes to units shall be reflected by an amendment to Exhibit "B" and the map (one or both as may

be required), which amendment shall set forth the reapportioned undivided interests of the affected units; provided, however, that no such physical changes shall be made without the written consent of the holder of any mortgage or Deed of Trust of the affected unit(s); and provided, further, that the cost and expenses incurred for legal, architectural or engineering fees relative to preparation of such amendment shall be borne by that person(s) requesting such physical changes to the unit(s).

(c) To the end that the owners and occupants of the total condominium project can enjoy the use of the general common elements, recreational facilities, if any, automobile parking spaces, total condominium project and have access thereto; and so that the improvements and the total condominium project may be properly served, maintained and repaired. A reciprocal easement for the use, enjoyment and benefit of, and for the maintenance of all general common elements, recreational facilities, if any, and parking is hereby created by the Declarant and shall be deemed to be burden upon all condominium units and for the benefit of all condominium unit owners of all condominium units and recreational facilities now or hereafter constructed within this project.

(3) Limited Common Elements. A portion of the general common elements is reserved for the exclusive use of the individual owners of the respective units and such areas are referred to as "limited common elements". The limited common elements shall be identified on the map except that any court, patio, balcony or deck which is accessible from, associated with and which adjoins a unit and any other limited common element so identified on the map shall, without further reference thereon, be used in connection with such unit to the exclusion of the use thereof by the other owners of the general common elements, except by invitation. All of the owners of condominium units in this condominium project shall have a non-exclusive right in common with all of the other owners to the use of sidewalks, pathways, driveways and streets located within the entire condominium project. No reference thereto whether such limited common elements are exclusive or non-exclusive, need to be made in any deed, instrument or conveyance or other instrument.

(4) Condominium Map. The map may be filed for record in whole or in part, sections or supplements, as construction of the units and other improvements are substantially completed. The map (or any part or section thereof) depicting the units shall not be filed for record until the building in which the units are located has been substantially completed in order to permit the location thereof. Each such map shall be filed for record prior to the conveyance of the condominium units shown thereof. Each such map shall depict and show at least the following: the legal description of the land and a survey thereof; the location of the building(s); the floor plan(s); the location of the unit within the building, both horizontally and vertically; the thickness of the common walls between or separating the units; the location of any structural components or supporting elements of a building located within a unit; and, the unit designations and the building symbol, and which shall include the certificate of a registered land surveyor that all representations on such map are true and accurate. Except for covered parking spaces, the map need not depict the locations of any other parking spaces. All garage areas may be depicted by horizontal dimensions only. In interpreting the map, the existing physical boundaries of each separate unit and any of the limited common elements as constructed shall be conclusively presumed to be the boundaries thereof. Declarant reserves to itself and to the Association the right to amend or supplement the map, from time to time, to conform the same according to

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the actual location of any of the constructed improvements and to establish, vacate and relocated easements, access road easements, and on-site parking areas on any part of the general common elements, provided that Declarant's right to make such modifications shall terminate May 1, 1981.

(5) Description of Condominium Units.

(a) Every contract for the sale of a condominium unit written prior to the filing for record of the Map or Declaration may legally describe a condominium unit by its identifying unit designation, the building symbol (if any is shown on Exhibit "B" or the Map), followed by the name of this condominium. The location of such condominium unit shall be depicted on the Map subsequently filed for record.

(b) Every contract, deed, lease, mortgage, trust deed or other instrument may legally describe a condominium unit by its identifying unit designation, the building symbol (if any is shown on Exhibit "B" or the Map), followed by the name of this condominium, with further reference to the reception number of the Map and Declaration filed for record. Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect not only the unit, but also the general common elements and the limited common elements appurtenant thereto. Each such description shall be construed to include a perpetual non-exclusive easement for ingress and egress to and from an owner's unit to and from the public road and use of the limited common elements appurtenant to his unit.

(c) The reference to the Map and Declaration in any instrument shall be deemed to include any supplements to the Map or Declaration without specific reference thereto.

(6) Form of Ownership--Title. A condominium unit may be held and owned singly or in any real property tenancy relationship recognized under the laws of the State of Colorado.

(7) Inseparability of a Condominium Unit. Each unit, the appurtenant undivided interest in the general common elements and the appurtenant limited common elements shall together comprise one condominium unit, shall be inseparable and may be conveyed, leased, devised or encumbered only as a condominium unit.

(8) Separate Assessment and Taxation of Condominium Units--Notice to Assessor. Declarant shall give written notice to the County Assessor of the creation of condominium real property ownership interests in this property, as is provided by law, so that each unit and the undivided interest in the general common elements appurtenant thereto shall be deemed a parcel and subject to separate assessment and taxation.

(9) Non-Partitionability of General Common Elements. The general common elements shall be owned in common by all of the owners of the units and shall remain undivided, and no owner shall bring any action for partition or division of the general common elements. Nothing contained herein shall be construed as a limitation of the right of partition of a condominium unit between the owners thereof, but such partition shall not affect any other condominium unit.

(10) Easement for Encroachments. If any portion of the general common elements encroaches upon a unit or units, or if any portion of a unit

or the limited common elements appurtenant thereto encroaches upon the general common elements or upon an adjoining unit or units, a valid easement for the encroachment and for the maintenance of same, so long as it stands; shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the general common elements or on the units for purposes of marketability of title or other purposes.

(11) Termination of Mechanic's Lien Rights and Indemnification.

Subsequent to the completion of the improvements described on the Map, no labor performed or materials furnished and incorporated in a unit with the consent or at the request of the unit owner, his agent, his contractor or subcontractor shall be the basis for filing of a lien against the general common elements or against the unit of any other owner who did not expressly consent in writing to or request the services or materials. Each owner shall indemnify and hold harmless each of the other owners from and against all liability arising from the claim of any lien against the unit of any other owner or against the general common elements for construction performed or for labor, materials, services or other products incorporated in an owner's unit at such owner's consent or request. The provisions herein contained are subject to the reserved rights as set forth in Paragraph (13). Notwithstanding the foregoing, any first mortgagee or beneficiary under a First Deed of Trust on a condominium unit who shall become the owner of such condominium unit pursuant to a lawful foreclosure sale or the taking of a Deed in lieu of foreclosure shall not be under any obligation to indemnify and hold harmless any other owner against liability for claims arising prior to the date such first mortgagee or beneficiary becomes an owner.

(12) Westmoor Condominium Association.

(a) The interests of all owners of condominium units shall be governed and administered by the Articles of Incorporation and By-Laws of Westmoor Condominium Association, the provisions of which shall be binding upon all owners, copies of which instruments may be obtained from the Board of Directors or Declarant.

(b) An owner of a condominium unit upon becoming an owner, shall be a member of the Association and shall remain for the period of his ownership. The owners of each condominium unit in this condominium project shall be entitled to one vote. If title to any unit shall be held by two or more co-tenants, then each such co-tenant shall be a member of this Association and shall be entitled to a portion of a vote equal to his percentage of ownership of the unit. The co-tenants' percentage of ownership of a unit shall be as determined by the title document for such unit. In the absence of specific limitation, co-tenants shall be presumed to have equal undivided interests. Cumulative voting in the election of Directors shall not be permitted.

(c) The holder of any recorded First Mortgage or Deed of Trust shall have the right, at any time during normal working hours, to examine the books and records of the Westmoor Condominium Association.

(d) The Association shall immediately give notice, in writing, to the holder of any recorded First Mortgage or Deed of Trust and to Federal Home Loan Mortgage Corporation of any loss to, or taking of the common elements of the project, if such loss or taking exceeds \$10,000.00, or damage to a unit exceeds \$1,000.00.

(13) Access to Units for Maintenance, Repairs and Emergencies.

(a) The owners shall have the irrevocable right to be exercised by the Declarant (until transfer in accordance with Paragraph (35) of this Declaration), Managing Agent, if any, or Board of Directors of the Association, to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the general common elements therein or accessible therefrom; provided, however, that such right of access shall be immediate for making emergency repairs therein in order to prevent damage to the general common elements or to another unit.

(b) Damage to the interior or any part of a unit resulting from the maintenance, repair, emergency repair or replacement of any of the general common elements or as a result of emergency repairs within another unit shall be a common expense of all of the owners; provided, however, that if such damage is caused by negligent or tortious act of a unit owner, members of his family, his agent, employees, invitee, licensee or tenant, then such unit owner shall be responsible and liable for all of such damage. All damaged improvements shall be restored substantially to the same condition in which they existed prior to the damage. All maintenance, repairs or replacements of the general common elements, whether located inside or outside of units (unless necessitated by the negligence, misuse or tortious act of a unit owner, in which case such expense shall be charged to such unit owner), shall be the common expense of all of the owners.

(14) Owner's Maintenance Responsibility for his Unit.

(a) For maintenance purposes, an owner shall be obligated to keep in good repair and condition the supporting walls, the materials such as, but not limited to, plaster, gypsum dry wall, paneling, wallpaper, paint, wall and floor tile and flooring, but not including the sub-flooring, which make up the finished surfaces of the perimeter walls, ceilings and floors within his unit including unit doors and windows. The lines, pipes, wires, conduits or systems (which for brevity are herein and hereafter referred to as utilities) running through his unit which serve one or more other units are general common elements. Such utilities shall not be disturbed or relocated by an owner without the written consent and approval of the Board of Directors. An owner's right to repair, alter and remodel the interior of his unit shall be coupled with the obligation to replace any finished or other materials removed with similar or other types or kinds of materials of at least the same quality.

(b) An owner shall maintain and keep in repair the interior of his own unit, including the fixtures thereof. All fixtures and equipment installed within the unit commencing at a point where the utilities enter the unit shall be maintained and kept in good repair and condition by the owner thereof; provided, however, that if any such fixtures and equipment are damaged as a result of an external force or cause, and if such damage is not covered by insurance, the cost of repair shall be an Association expense (a common expense of all of the condominium unit owners). An owner shall do no act nor any work that will impair the structural soundness or integrity of the building or impair any easement or hereditament. An owner shall always keep the limited common elements appurtenant to his unit in a clean and sanitary condition and shall not use nor permit use thereof in such a manner as will be offensive to another unit owner of reasonable sensitivities.

(15) Maintenance of the General Common Elements.

(a) The maintenance and operation of the general common

elements shall be the responsibility and the expense of the Association and a common expense of all of the condominium unit owners.

(b) There shall be no: (1) addition, (2) alterations, or (3) improvements of or to the general and limited common elements by the Association requiring an assessment in excess of \$50.00 per unit in any one calendar year without the prior approval of the majority of the owners. Any such approval shall be expressed by a vote in favor thereof by the owners of a majority of those present at a special or regular meeting of Association members. Such expenditure(s) shall be a common expense.

(c) The limitation referred to in Paragraph (b), above, shall not be applicable to the (1) replacement, (2) repair, (3) maintenance, (4) obsolescence of any general or limited common element of the Association.

(16) Compliance with Provisions of Declaration Mandatory. Each owner shall comply with the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association and the rules and regulations, decisions and resolutions of the Association adopted pursuant thereto as the same be lawfully adopted and amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or injunctive relief, or both, and for reimbursement of all attorney's fees incurred in connection therewith, which action shall be maintainable by the Board of Directors in the name of the Association on behalf of the owners or, in a proper case, by an aggrieved owner.

(17) Revocation or Amendment to Declaration. Except as is otherwise provided, this Declaration shall not be revoked unless all of the owners and all of the holders of any recorded first mortgage or First Deed of Trust covering or affecting any or all of the condominium units in the project consent and agree to such revocation by instrument(s) duly recorded. This Declaration shall not be amended unless the owners representing an aggregate ownership interest of sixty percent, or more, of the general common elements in the project and all of the holders of recorded First Mortgages or Deeds of Trust consent and agree to such amendment by instrument(s) duly recorded; provided, however, that the undivided interests in the general common elements appurtenant to each unit shall have a permanent character and shall not be altered without the consent of all of the unit owners and all of the holders of any recorded mortgage or Deed of Trust as expressed in an amended Declaration duly recorded; provided, however, that undivided interests may be altered in event of expansion of the project pursuant to Section 38, hereof.

(18) Assessment for Common Expenses.

(a) All owners shall be obligated to pay the estimated assessments imposed by the Board of Directors of the Association to meet the common expenses. The common expenses shall be assessed equally among all of the condominium units. The limited common elements shall be maintained as general common elements, and owners having exclusive use thereof shall not be subject to any special charges or assessments for the repair or maintenance thereof. Assessments for the estimated common expenses shall be due in advance on the first day of each calendar month, or less frequently as may be determined by the Board of Directors. The statements for common expenses shall be prepared and delivered or mailed to each owner.

(b) Accounts. The funds and expenditures of the unit owners by and through the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(i) Current expense, which shall include all funds and expenditures within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements.

(ii) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

(iii) Reserve for replacement, which shall include funds for repair or replacement required because of damage, wear or obsolescence.

(c) Assessments shall be based upon the case requirements deemed to be such aggregate sum as the Board of Directors of the Association shall from time to time determine is to be paid by all of the condominium unit owners, to provide for the payment of all estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alterations and improvements of and to the general common elements, which sum may include, but shall not be limited to, expenses of management, resident manager compensation, taxes and special assessments until separately assessed; premiums for insurance; landscaping and care of grounds; common lighting and heating; repairs and renovations; trash and garbage collections; wages; common water and sewer charges; legal and accounting fees; management fees; expenses and liabilities incurred by the Board of Directors on behalf of the unit owners under or by reason of this Declaration and the Articles of Incorporation and By-Laws of the Association; or a deficit remaining from a previous period; for the creation of a reasonable contingency, reserve, working capital and sinking funds as well as other costs and expenses relating to the general common elements.

(d) The omission or failure to fix the assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification or a release of the owner's obligation to pay the same.

(e) In the event the ownership of a condominium unit, title to which is derived from Declarant, commences on a day other than the first day of the assessment period, the assessment for that period shall be prorated.

(19) Insurance.

(a) The Board of Directors or the Managing Agent shall obtain and maintain at all times, to the extent obtainable, policies involving standard premium rates, established by the Colorado Insurance Commissioner, and written with companies licensed to do business in Colorado and having a Best's Insurance Report rating of A & XV covering the risks set forth below. The Board of Directors or Managing Agent shall not obtain any policy where: (i) under the terms of the insurance company's charter, by-laws or policy, contributions or assessments may be made against the mortgagor or mortgagee's designee, or (ii) by the terms of carrier's charter, by-laws or policy, loss payments are contingent upon action by the company's Board of Directors, policyholders or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent mortgagees or the mortgagor from collecting insurance proceeds. The types of coverages to be obtained and risks to be covered are as follows, to-wit:

(i) Fire insurance with extended coverage and all risk endorsements, which endorsements shall include endorsements for vandalism, malicious mischief, boiler explosion and machinery with a minimum endorsed amount of \$50,000.00 per accident per location. Said casualty insurance shall

insure the entire project and any property, the nature of which is a common element (including all of the condominium apartments, fixtures therein initially installed or conveyed by the Declarant but not including furniture, furnishings or other personal property supplied by or installed by unit owners) together with all service equipment contained therein in an amount equal to the full replacement value, without deduction for depreciation. All policies shall contain a standard non-contributory mortgage clause in favor of each first mortgagee of a unit, which shall provide that the loss, if any, thereunder, shall be payable to Westmoor Condominium Association for the use and benefit of mortgagees as their interest may appear.

(ii) If the project is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and the sale of Flood Insurance has been made available under the National Flood Insurance Act of 1968, a "blanket" policy of flood insurance on the project in an amount which is the lesser of the maximum amount of insurance available under the Act or the aggregate of the unpaid principal balances of the mortgages on the units comprising the project.

(iii) Public liability and property damage insurance in such limits as the Board of Managing Agent may from time to time determine, but not in an amount less than \$500,000.00 per injury, per person, per occurrence and umbrella liability limits of \$1,000,000.00 per occurrence, covering all claims for bodily injury or property damage. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation maintenance and other use of the project. Said policy shall also contain a "severability of interest endorsement".

(iv) Workmen's Compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

(v) The Association may purchase, in an amount not less than one hundred fifty percent (150%) of the Association's estimated annual operating expenses and reserves, fidelity coverage against dishonesty of employees, destruction or disappearance of money or securities and forgery. Said policy shall also contain endorsements thereto covering any persons who serve the Association without compensation.

(vi) The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the project, including plate or other glass insurance and any personal property of the Association located thereon.

(b) All policies of insurance to the extent obtainable shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of an owner and shall provide that such policies may not be cancelled or modified without at least twenty (20) days prior written notice to all of the insureds, including first mortgagees. Duplicate originals of all policies and renewals thereof, together with proof of payments or premiums, shall be delivered to all first mortgagees at least ten (10) days prior to expiration of the then current policies. The insurance shall be carried in blanket form naming the Association as the insured, as attorney-in-fact for all of the unit owners, which policy or policies shall identify the interest of each owner (owner's name and unit number designation) and first mortgagee.

(c) Prior to obtaining any policy of fire insurance or renewal thereof, the Board or Managing Agent shall obtain an appraisal from a

duly qualified real estate or insurance appraiser, which appraiser shall reasonably estimate the full replacement value of the entire project, without deduction for depreciation, for the purpose of determining the amount of the insurance to be effected pursuant to the provisions of this insurance paragraph. In no event shall the insurance policy contain a co-insurance clause for less than eighty percent (80%) of the full replacement cost. Determination of maximum replacement value shall be made annually by one or more written appraisals to be furnished annually by one or more written appraisals to be furnished annually by one or more written appraisals to be furnished by a person knowledgeable of replacement cost, and each first mortgagee shall be furnished with a copy thereof, within thirty (30) days after receipt of such written appraisals. Such amounts of insurance shall be contemporized annually in accordance with their currently determined maximum replacement value.

(d) Owners may carry other insurance for their benefit and at their expense, provided that the liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by any owner.

(e) Insurance coverage on furnishings, including carpet, draperies, oven, range, refrigerator, wallpaper, disposal and other items of personal property belonging to an owner, and public liability coverage within each condominium apartment shall be the sole and direct responsibility of the owner thereof, and the Board of Directors, the Association and/or the Managing Agent shall have no responsibility therefor.

(f) In the event that there shall be any damage or destruction to, or loss to a condominium apartment which exceeds \$1,000.00 or any damage or destruction to, or loss to the General Common Elements which exceeds \$10,000.00, then notice of such damage or loss shall be given by the Association to each first mortgagee of said unit within ten (10) days after the occurrence of such event.

(g) All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular owner guilty of a breach of warranty, act, omission, negligence or non-compliance of any provision of such policy, including payment of the insurance premium applicable to that owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under any such policy, as to the interests of all other insured owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

(20) Owner's Personal Obligation for Payment of Assessments. The amount of the common expenses assessed against each condominium unit shall be the personal and individual debt of the owner thereof. No owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the general common elements or by abandonment of his unit. The Board of Directors shall have the responsibility to take prompt action to collect any unpaid assessments which remain unpaid for more than 10 days from the due date for payment thereof. In the event of default in the payment of the assessment, the unit owner shall be obligated to pay interest at the rate of sixteen percent per annum on the amount of the assessment from due date thereof, together with all expenses, including attorney's fees, incurred together with such late charges as provided by the By-Laws or rules and regulations of the Association. Suit

to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing the lien, nor shall such suit be or construed to be a waiver of the lien.

(21) Association Lien for Nonpayment of Common Expenses.

(a) All sums assessed but unpaid for the share of common expenses chargeable to any condominium unit shall constitute a lien on such unit superior to all other liens and encumbrances, except only for tax and special assessments liens on the condominium unit in favor of any assessing unit, and all sums unpaid on a first mortgage or first Deed of Trust of record, including all unpaid obligatory sums as may be provided by such encumbrances. To evidence such lien, either the Board of Directors or the Managing Agent or Resident Manager, if such there be, shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of the accrued interest and late charges thereon, the name of the owner of the condominium unit and a description of the condominium unit. Such a notice of lien shall be signed by one of the Board of Directors or by one of the officers of the Association or by the Managing Agent or Resident Manager on behalf of the Association and shall be recorded in the office of the County Clerk and Recorder. Such lien shall attach and be effective from the due date of the assessment until all sums, with interest and other charges thereon, shall have been fully paid, provided, however, that should any first mortgagee acquire title to a unit by virtue of a foreclosure proceeding, or any proceeding in lieu thereof, such first mortgagee or any subsequent grantee of the mortgagee shall not be responsible for the payment of any such assessment or lien which accrued prior to the date that the mortgagee or subsequent grantee acquired title.

(b) Such lien may be enforced by the foreclosure of the defaulting owner's condominium unit by the Association in like manner as a mortgage on real property upon the recording of a notice of claim thereof. In any such proceedings, the owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien, and in the event of foreclosure proceedings, all additional costs, all expenses and reasonable attorney's fees incurred. The owner of the condominium unit being foreclosed shall be required to pay to the Association the monthly common assessment for the condominium unit during the period of foreclosure, and the Association shall be entitled, at its option, to a receiver and possession during foreclosure. The Association shall have the power to bid in the condominium unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same.

(c) Any holder of a recorded mortgage or Deed of Trust on a condominium unit may pay, but shall not be required to pay, any unpaid common expenses payable with respect to such unit, and upon such payment, such holder shall have a lien on such unit for the amount paid without the necessity of having to record a notice or claim of such lien. Upon request of a holder of a recorded mortgage or Deed of Trust, the Association shall report to such holder any unpaid assessment remaining unpaid for longer than sixty (60) days after the same is due, or any default in the performance by any unit owner of any other obligation under the Declaration, Articles of Incorporation, or By-Laws of the Association, which is not cured within sixty (60) days.

(d) A recorded lien of the Association may be released by recording a Release of Lien to be signed by an officer of the Association acting on behalf of the Association.

(22) Ascertainability of Unpaid Common Expenses.

(a) Upon written request for a Statement of Account by an owner or his agent, prospective mortgagee or prospective grantee of a condominium unit, the Association by an officer, Managing Agent or Resident Manager shall furnish a written statement of the amount of any unpaid common expenses, the amount of the current assessments, the dates that assessments are due, the amount for any advanced payments made, pre-paid items such as insurance premiums and reserves therefor and any deficiencies in reserve accounts, which statement shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request shall be complied with within fifteen (15) days after receipt of such written request, all unpaid common expenses which became due prior to the date of such request shall be subordinate to the rights of the person requesting such statement. A service fee of not more than Seventy-five Dollars (\$75.00) shall be paid for furnishing the Statement of Account.

(b) The provisions set forth in this paragraph shall not apply to the initial sales and conveyances of the condominium units made by Declarant, and such sales shall be free from all common expenses to the date of conveyance made or to a date as agreed upon by Declarant and Declarant's grantee.

(23) Priorities of Association Lien for Common Expenses.

The owner of a condominium unit may create a junior mortgage (junior to the lien, Deed of Trust or other encumbrances of a holder of a first mortgage or Deed of Trust), liens or encumbrances on his condominium unit; provided, however, that any such junior mortgages, liens or encumbrances shall always be subordinate to the prior and paramount lien of the Association for common expenses and all of the terms, conditions, covenants, restrictions, uses, limitations and obligations under this Declaration, Association, Articles of Incorporation, and By-Laws and provided, further, that such junior encumbrancer(s) shall release, for purposes of restoration of any improvements upon the encumbered condominium unit, all of his right, title and interest in and to the proceeds under all insurance policies upon said premises by the Association. Such release shall be furnished forthwith by a junior mortgagee upon written request of the Association, and if such request is not granted, such release may be executed by the Association as attorney-in-fact for such junior mortgagee.

(24) Destruction, Damage or Obsolescence--Association as Attorney-in-fact. This Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the property upon its destruction or damage, for its repair and reconstruction or its obsolescence and to maintain, repair and improve the condominium units, buildings and general and limited common elements. Title to any condominium unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a Deed or other instrument of conveyance from the Declarant or from any owner or grantor shall constitute appointment of the attorney-in-fact herein provided. All of the owners irrevocably constitute and appoint the Association their true and lawful attorney in their

name, place and stead for the purpose of dealing with the property upon its damage or destruction or obsolescence as is hereinafter provided. As attorney-in-fact, the Association, by its President and Secretary or Assistant Secretary or its other duly authorized officers or agents shall have full and complete authorization, right and power to make, execute and deliver any contract, Deed or other instrument with respect to the interest of a condominium unit owner which are necessary and appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in the succeeding subparagraphs means restoring the improvement(s) to substantially the same condition in which they existed prior to the damage, with each unit and the general and limited common elements having substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purpose of repair, restoration, reconstruction or replacement unless the owners and all first mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter.

(a) In the event of damage or destruction due to fire or other disaster to any building, the insurance proceeds, if sufficient to reconstruct the improvement(s) in any building, shall be applied by the Association, as attorney-in-fact, to such reconstruction, and the improvement(s) in any building shall be promptly repaired and reconstructed. The Association shall have full authority, right and power, as attorney-in-fact, to cause the repair and restoration of the improvement(s) in any building. Assessments for common expenses shall not be abated during the period of insurance adjustments and repair and reconstruction.

(b) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s) in any building, and if such damage is not more than sixty (60) percent of the total replacement cost of all of the condominium units in any building, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of a special assessment to be made against all of the owners and their condominium units within any building. Such deficiency assessment shall be a common expense and made pro rata according to the total number of units in the building and shall be due and payable within thirty (30) days after written notice thereof. The Association shall have full authority, right and power, as attorney-in-fact, to cause the repair, replacement or restoration of the improvement(s) within any building using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the assessment. The assessment provided for herein shall be a debt of each owner, a lien on his condominium unit and may be enforced and collected as is provided in Paragraph (21). In addition thereto, the Association as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such deficiency assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association, as attorney-in-fact, pursuant to the provisions of this paragraph. Assessments for common expenses shall not be abated during the period of insurance adjustment and repair and reconstruction. The delinquent owner shall be required to pay to the Association the costs and expenses for filing the notices, interest at the rate of ten (10) percent per annum on the amount of the assessment and all reasonable attorney's fees. The proceeds derived from

the sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, in the following order:

- (1) For payment of taxes and special assessment liens in favor of any assessing entity and the customary expense of sale;
- (2) For payment of the balance of the lien of any first mortgage;
- (3) For payment of unpaid common expenses and all costs, expenses and fees incurred by the Association;
- (4) For payment of junior liens and encumbrances in the order of and to the extent of their priority; and
- (5) The balance remaining, if any, shall be paid to the condominium unit owner.

(c) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is more than sixty percent (60%) of the total replacement cost of all the condominium units in this project, not including land, such damage or destruction shall be repaired and reconstructed by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of a special assessment to be made against all of the owners and their condominium units, provided, however, that the owners representing an aggregate ownership interest of seventy-five percent (75%) or more of the common elements and all of the First Mortgagees of record may agree not to repair or reconstruct the improvement(s); and in such event, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's President and Secretary or Assistant Secretary, the entire project shall be sold by the Association pursuant to the provisions of this paragraph, as attorney-in-fact, for all of the owners, free and clear of the provisions contained in this Declaration, the map, Articles of Incorporation and By-Laws. Assessments for Common Expenses shall not be abated during the period prior to sale. The insurance settlement proceeds shall be collected by the Association, such proceeds shall be divided by the Association according to each owner's interest in the common elements, such divided proceeds shall be paid into separate accounts, each such account representing one of the condominium units. Each such account shall be in the name of the Association, and shall be further identified by the condominium unit designation and the name of the owner. From each separate account, the Association, as attorney-in-fact, shall forfeit, use and disburse the total amount of each such account without contribution from one account to another toward the partial or full payment of the lien of any first mortgagee encumbering the condominium unit represented by such separate account. Thereafter each such account shall be supplemented by the apportioned amount of the proceeds obtained from the sale of the entire property. Such apportionment shall be based upon each condominium unit owner's interest in the common elements. The total funds of each account shall be used and disbursed, without contribution, from one account to another by the Association, as attorney-in-fact, for the same purposes and in the same order as provided in Section (b) of this paragraph.

(d) The owners representing an aggregate ownership interest of eighty (80) percent of the total number of units within any building may agree that the general common elements are obsolete and adopt a plan for the renewal and reconstruction, which plan has the approval of all of the first mortgagees of record at the time of the adoption of such plan. If a plan for the renewal or

reconstruction is adopted, notice of such plan shall be recorded, and the expense of renewal and reconstruction shall be payable by all of the owners as a common expense, whether or not they have previously consented to the plan of renewal and reconstruction. The Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association. The delinquent owner shall be required to pay to the Association the costs and expenses for filing the notices, interest at the rate of ten (10) percent per annum on the amount of the assessment and all reasonable attorney's fees. The proceeds derived from the sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in subparagraphs (b)(1) through (5) of this paragraph.

(e) The owners representing an aggregate ownership interest of eighty-five (85) percent of the total number of units within any building may agree that the condominium units are obsolete and that the same should be sold. Such plan or agreement must have the unanimous approval of every mortgagee. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's President and Secretary or Assistant Secretary, the entire premises shall be sold by the Association, as attorney-in-fact, for all of the owners, free and clear of the provisions contained in this Declaration, the Map, the Articles of Incorporation and the By-Laws. The sales proceeds shall be apportioned among the owners pro rata according to the total number of units in the project, and such apportioned proceeds shall be paid into separate accounts, each such account representing one condominium unit. Each such account shall be in the name of the Association, and shall be further identified by the condominium unit designation and the name of the owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount (of each) of such accounts, without contribution from one account to another, for the same purposes and in the same order as is provided in subparagraphs (b)(1) through (5) of this paragraph.

(25) Registration of Mailing Address. Each owner shall register his mailing address with the Association and notices or demands intended to be served upon an owner shall be sent by mail, postage prepaid, addressed in the name of the owner at such registered address.

(26) Period of Condominium Ownership. The separate condominium estates created by this Declaration and the Map shall continue until this Declaration is revoked in the manner and as is provided in Paragraph (17) of this Declaration, or until terminated in the manner and as is provided in subparagraphs (c) or (f) of Paragraph (24) of this Declaration.

(27) Assessment Reserves. Each owner other than the Declarant shall be required to deposit and to maintain with the Association up to three times the amount of the current estimated monthly common assessment, without interest, which sum shall be used by the Association as a reserve for deferred maintenance. Such reserve shall be reviewed from time to time, and any deficiency shall be assessed to the owner so that the amount required herein shall be maintained. Such advance payment shall not relieve an owner from making the regular monthly payments of the monthly common assessment as the same come due. Upon the sale of his condominium unit, an owner shall be

entitled to a credit from his grantee for any unused portion thereof, and the amount of any deficiency in the reserve account shall be paid to the Association for the purposes herein set forth immediately following such sale.

(28) Restrictive Covenants and Obligations.

(a) The property is hereby restricted to residential dwellings for residential use and uses related to the convenience and enjoyment of such residential use. No building or structures shall be moved from other locations onto said premises, and no residential buildings other than buildings shown on the Map (filed or to be filed) shall be erected or constructed on the property except by vote of a majority in interest of the condominium unit owners. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used or permitted to be kept or stored on any portion of the premises at any time either temporarily or permanently. The Association may lease, purchase and mortgage one or more units for a resident manager. All rental or debt service paid by the Association pursuant to any such lease agreement or mortgage shall be a common expense. but the unit will not be part of the general common elements.

(b) Notwithstanding anything herein to the contrary, it shall be permissible for the Declarant, its agents, employees and contractors to maintain during the period of construction and sale of the condominium units such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction and sale or rental of condominium units and including, but without limitation, a business office, storage area, construction yards, signs, model units, sales office, construction office, parking areas and lighting.

(c) No animals, livestock or poultry of any kind shall be raised, bred or kept on the property, except that dogs, cats or other household pets may be kept, provided; however, that the right to keep a household pet shall be coupled with the responsibility to pay for any repair, maintenance or damage caused by an owner's pet. Every owner of a pet shall maintain strict control over his pet and shall prohibit the pet from making loud, disturbing noises. No pets may be kept for commercial purposes. The Association may adopt rules and regulations to supplement this covenant, including restricting animals and pets of all kinds from the project.

(d) No advertising signs, including a "For Rent" or "For Sale" sign, nor billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on the premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any condominium unit or any resident thereof. Further, no business activities of any kind whatever shall be conducted in any building or in any portion of the property; except and provided that the foregoing covenants shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings and improvements, if any, of the Declarant, its agents, contractors and assigns during the initial or subsequent construction and sale and rental period of the Association, in furtherance of its powers and purposes as hereinafter set forth nor to the condominium unit used for the resident manager.

(e) No nuisances shall be allowed on the condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful enjoyment or possession and proper use

of the property by its resident. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage be allowed to accumulate nor any fire hazard to exist. No unit owner shall permit any use of his unit or make use of the common elements which will increase the rate of insurance upon the condominium property. The Association shall adopt By-Laws and Rules and Regulations relative to abatement and enjoyment of nuisances.

(f) No immoral, improper, offensive or unlawful use shall be permitted on or made of the condominium property or any part thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

(g) Rules and regulations may be adopted by the Board of Directors concerning and governing the use of the general and limited common elements. Such rules and regulations shall be furnished to unit owners prior to the time that they become effective. Such rules and regulations shall be uniform and non-discriminatory.

(h) Except as otherwise provided in this Declaration and except for those improvements erected or installed by Declarant and additions thereto under and by supplement, no exterior additions, alterations or decorating to any buildings, nor changes in fences, hedges, walls and other structures shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, heights, materials, location and approximate cost of same shall have been submitted to and approved in writing as to conformity and harmony of external design and location with existing structures in the condominium project by the Board of Directors of the Association or by a representative designated by the Board.

(29) Parking.

(a) Any parking area designated on the Map which adjoins any unit shall be a part of the limited common elements as limited common elements have been defined within this Declaration.

(b) The other automobile parking spaces shall be under the control of the Association for use by the owners and their guests; provided, however, that any rule or regulation adopted pursuant thereto shall be non-discriminatory. Such parking spaces shall be general common elements as defined herein.

(c) Covered parking spaces shall not be used for storage of boats and other recreational equipment belonging to a unit owner. All recreational equipment shall be parked in areas designated for parking of recreational equipment. For purposes of this Declaration, a motorcycle shall not be construed as being a recreational vehicle, and may be parked under the covered parking area by any unit owner.

(30) Rights Granted to Mortgagees. Any holder of a recorded First Mortgage or First Deed of Trust (called lienholder in this paragraph) may, at any time after notice of default has been given by the Association, pay any property tax, insurance assessment or other charges which are in default and have become a charge against common property. In the alternative, any such first lienholder or group of first lienholders may secure new insurance coverage upon a lapse of any policy for the common elements of the Association, and upon payment of any such premium, tax assessment or other charge, any such first lienholder or group of first lienholders making such payments shall be entitled to immediate reimbursement for all sums advanced on behalf of

the Association, either from the Association or its individual members, in accordance with the provisions of this Declaration.

(31) General Reservations. Declarant reserves to itself until May 1, 1981, and to the Association the right to establish easements, reservations, exceptions and exclusions consistent with the condominium ownership of the condominium project for the best interests of all of the condominium unit owners, including the Declarant, in order to serve the entire condominium project.

(32) Title Subject to Declarant's Reservations and Conditions. Title to and ownership of each condominium unit is expressly subject to the reservations and conditions set forth in this Declaration.

(33) Acceptance of Provisions of all Documents. A contract for purchase and the conveyance or encumbrance of a condominium unit shall be deemed to include the acceptance of all of the provisions of this Declaration, the Articles of Incorporation and Association By-Laws, and Rules and Regulations and Management Agreement, and shall be binding upon the purchaser, grantee or encumbrancer without the necessity of inclusion of such express provisions in the instrument of conveyance or encumbrance.

(34) Performance of Board of Directors Functions by Declarant.

(a) The rights, duties and functions of the Board shall, at the Declarant's option, be exercised by the Declarant by and through those persons named as directors in the Articles of Incorporation of the Westmoor Condominium Association until such time as the Declarant determines that the Association is capable of existence and functioning without aid of the Declarant. At such time, which shall be prior to May 1, 1981, the Declarant may notify all members of the Association of his intent to hold the first annual meeting of the Association. Should such a notice precede the sale of all condominium units in the entire Association project, such a meeting shall be lawful and shall not be in violation of the provisions of Article 3, Paragraph (3) of the By-Laws of the Association in any manner. Any such meeting held preceding the sale of all condominium units in the entire condominium project shall supersede the requirements set forth in Article 3, Paragraph (3), regarding the holding of the first annual meeting of the Association.

(35) Employment of a Managing Agent.

The Declarant, or the Board of Directors, of the Association, after transfer of the management functions in accordance with Article 34 of this Declaration, may employ, for the Association, a Managing Agent. Any such employment of a Managing Agent shall be at a compensation established by the Board of Directors. The Managing Agent shall be employed to perform such duties and services as the Board of Directors shall authorize. The Board of Directors shall have the ability to delegate any of the powers and duties granted to it by this Declaration, the Articles of Incorporation, or the By-Laws of the Association, but, notwithstanding any such delegation the Board of Directors shall not be relieved of ultimate responsibility for actions of the Association.

Any contract of employment entered into with a Managing Agent must be limited to a term not to exceed three years, and must provide that the Association shall have the ability to cancel the Management Contract without cause, and without payment of a termination fee, at any time upon sixty (60) days' written notice to the Managing Agent, and said contract shall also be cancellable immediately without cause, and without termination fee, upon proper notice being directed to the Managing Agent.

(36) Condemnation.

(a) Consequences of Condemnation. If at any time or times during the continuance of condominium ownership pursuant to this Declaration, all or any part of the project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in advance thereof, the provisions of this Paragraph (36) shall apply.

(b) Proceeds. All compensation, damages or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award", shall be payable to the Association.

(c) Complete Taking. In the event that the entire project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, condominium ownership pursuant to this Declaration shall terminate. The Condemnation Award shall be apportioned among the owners in proportion to their respective undivided interests in the General Common Elements, provided that if a standard different from the value of the project as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree or otherwise, then in determining such share the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principle set forth in the last preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which each owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable. Distribution of apportioned proceeds shall be made by checks payable jointly to the respective owners and their respective first mortgagees.

(d) Partial Taking. In the event that less than the entire project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: (i) as soon as practicable the Association shall reasonably and in good faith, allocate the Condemnation Award between compensation, damages or other proceeds, and shall apportion the amounts so allocated to taking of or injury to the General Common Elements and shall be apportioned among owners in proportion to their respective undivided interests in the General Common Elements, (ii) the total amount allocated to severance damages shall be apportioned to those units which were not taken or condemned, (iii) the respective amounts allocated to the taking of or injury to a particular unit and/or improvements and owner had made within his own unit shall be apportioned to the particular unit involved, and (iv) the amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made by checks payable jointly to the respective owners and their respective first mortgagees.

(e) Reorganization. In the event a partial taking results in the taking of a complete Condominium unit, the owner thereof automatically shall cease to be a member of the Association, and such owner's interest in the General Common Elements shall thereupon terminate, and the Association, as attorney-in-fact for such owner, may take whatever action is necessary and execute such documents as are necessary to reflect such termination. Thereafter, the Association shall reallocate the ownership, voting rights and assess-

ment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the owners of remaining units for amendment of this Declaration.

(37) Enlargement of Project in Phases by Declarant. Declarant reserves the right (without in any way being bound) to enlarge this condominium project in phases by submitting to this project, from time to time, a supplemental Condominium Map and Supplemental Declaration, including any of the real property described on Exhibit "C" attached hereto. Each such supplemental Condominium Map and Supplemental Declaration shall describe each condominium unit by using the same style as is set forth in Exhibit "B" attached to this Declaration, and each such unit and building designation shall be dissimilar to any other unit and building designation in the project. The real property described on each such Map and the improvements thereon shall be divided into the fee simple estates as set forth thereon, and all the provisions contained in this Declaration shall be applicable to such additional condominium units. In this condominium project there shall be a maximum of 32 condominium units. In addition, Declarant reserves the right (without in any way being bound) to submit to this condominium project one or more areas within the real property described in Exhibit "C" which have not theretofore been added to the condominium project as aforesaid, for the purposes of providing recreational facilities and social facilities and other amenities for the benefit of all owners of condominium units then or thereafter included in the condominium project.

(38) Interests on Enlargement. The owners of each condominium unit brought into the project by supplemental Declaration and supplemental Condominium Map shall be members of the Association entitled to the same voting privileges as those owners of the initial property brought into the Association through this Declaration. Whenever any additional property is brought into the condominium project, the interest of each owner of a Condominium Unit in the common elements in the project after such addition shall be an undivided fractional interest therein, the numerator of such fraction being 1 and the denominator being the total number of Condominium units then included in the project, provided, however, that the interest of each such owner of a condominium unit shall not exceed $1/8$ nor be less than $1/32$. No additions or enlargements by the Declarant or any successor or assign shall be permissible after seven years subsequent to the effective date of this Declaration.

(39) General.

(a) If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word, or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

(b) "Declarant" or "Declarants" as used herein means Amundson and George Construction, Inc., its successors and assigns.

(c) The provisions of this Declaration shall be in addition to and supplemental to the Condominium Ownership Act of the State of Colorado and to all provisions of law.

(d) Paragraph titles are for convenience of reference and are not intended to limit, enlarge or change the meaning of the contents of the various paragraphs.

(e) That whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

(f) The within Declaration revokes, replaces and supercedes Declaration recorded March 9, 1979, under Reception No. 1789992, Weld County Records.

(40) Certain Rights and Obligations of the Association.

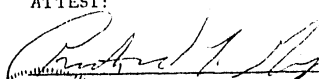
(a) Association as Attorney-in-fact for Owners. The Association is hereby irrevocably appointed attorney-in-fact for the owners, and each of them, to manage, control and deal with the interest of such owner in the General Common Elements so as to permit the Association to fulfill all of its duties and obligations hereunder and to exercise all of its rights hereunder, to deal with the project upon its destruction or obsolescence as hereinafter provided and to grant utility easements through any portion of the General Common Elements. The acceptance by any person of any interest in any unit shall constitute an appointment of the Association as attorney-in-fact as provided above and hereinafter. The Association shall be granted all of the powers necessary to govern, manage, maintain, repair, administer and regulate the project and to perform all of the duties required of it. Notwithstanding the above, unless first mortgagees of units having at least a one hundred percent (100%) interest in the General Common Elements and owners of at least one hundred percent (100%) of the units have given their prior written approval, the Association shall not be empowered or entitled to:

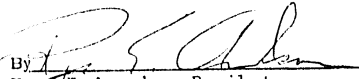
- (i) By act or omission seek to abandon or terminate the Condominium Project;
- (ii) Partition or subdivide any condominium apartment;
- (iii) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any of the general or limited common elements;
- (iv) Use hazard insurance proceeds for loss to the improvements for other than repair, replacement or reconstruction of such improvements; or
- (v) By act or omission seek to alter the pro rata share of ownership of each condominium unit in the common elements except to the extent permitted by the provisions of Paragraph (38) of this Declaration.

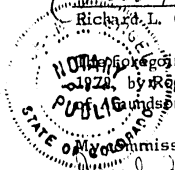
IN WITNESS WHEREOF, the Declaration was executed this 15th day of August, 1979.

AMUNDSON AND GEORGE CONSTRUCTION, INC.

ATTEST:



 Richard L. George, Secretary


 Roger E. Amundson, President



This foregoing instrument was acknowledged before me this 15th day of August, 1979, by Roger E. Amundson, as President, and Richard L. George, as Secretary, of Amundson and George Construction, Inc.

Notary Public Commission Expires: 03/1980


 Notary Public

BOOK
879

1801111
23-22

EXHIBIT "A" TO CONDOMINIUM DECLARATION

FOR

WESTMOOR CONDOMINIUM

Lot Eight (8), in Block Sixteen (16), in OUTLOT
"B" WESTMOOR ACRES FIRST FILING, County
of Weld, State of Colorado, as per the map
filed October 25, 1977, in Book 812 under
Reception No. 1734128, Weld County Records.

EXHIBIT "B"

<u>Unit</u>	<u>Building</u>	<u>Appurtenant Undivided Percentage Interest in and to General Common Elements</u>
1	A	12½%
2	A	12½%
3	A	12½%
4	A	12½%
1	B	12½%
2	B	12½%
3	B	12½%
4	B	12½%

BOOK
879

1801111

23-23

EXHIBIT "C"

Lots Four (4), Five (5) and Seven (7), in Block Sixteen (16), in OUTLOT "B" WESTMOOR ACRES FIRST FILING, County of Weld, State of Colorado, as per the map filed October 25, 1977, in Book 812 under Reception No. 1734128, Weld County Records.

6021

BOOK

886

Recorded at 2¹⁵ o'clock P M OCT 29 1979

Rec. No. 1807668 *May 1st 1979*

3-1 State of Colorado, Weld County Clerk & Recorder

DECLARATION OF AMENDMENT OF CONDOMINIUM REGIME DOCUMENTS FOR WESTMOOR CONDOMINIUM

OCT-29-79 00194

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, being the Declarant, and the present owner of the real property located in the City of Greeley, County of Weld, State of Colorado, which is described on Exhibit "1", which is attached hereto and incorporated herein by this reference, and the lien holder of record for the real property described in Exhibit "1" hereby publish the following Declaration of Amendment for Westmoor Condominium One.

WHEREAS, on August 23, 1979, a Condominium Declaration known as Condominium Declaration for Westmoor Condominiums which included the property described on Exhibit "1" was recorded in the Real Estate Records of the Clerk and Recorder of Weld County in Book 879, under Reception No. 1801111; and

WHEREAS, the Map for the Westmoor Condominium was recorded in the Real Estate Records of the Clerk and Recorder of Weld County in Book 885, under Reception No. 1807179 on October 23, 1979; and

WHEREAS, certain inconsistencies exist between the Unit and Building identifications described in Exhibit "B" of the Condominium Declaration and the Westmoor Condominium Map; and

WHEREAS, paragraph 17 allows for an amendment of the Condominium Declaration if those owners representing an aggregate ownership interest of sixty percent (60%) or more of the General Common Elements in the Project and all holders of recorded First Mortgages or Deeds of Trust consent and agree to the same; and

WHEREAS, it is the present desire of the undersigned to accomplish the amendment of the Westmoor Condominium Declaration to eliminate the apparent inconsistency between Exhibit "B" of the Declaration and the Westmoor Condominium Map.

NOW, THEREFORE, the Declarant, the present Owner, and the lien holder of the real property described in Exhibit "1" do hereby publish and declare that it is their intent that the Condominium Declaration known as the Westmoor Condominium be amended in the following respects:

- 1. That the original Exhibit "B" shall be, and is by this reference, hereby eliminated and shall be replaced by the following Exhibit "B".

EXHIBIT "B"

Table with columns: Unit, Building, Appurtenant Undivided Percentage Interest In and To General Common Elements. Rows 1-8 with buildings A and B and percentages 12 1/2%.

85703CF

In all other respects it is the intent of the Declarant, present Owner and lien holder that the provisions of the Westmoor Condominium Declaration remain in full force and effect.

IN WITNESS WHEREOF, each of the undersigned have executed this Declaration of Amendment, and it shall be presumed from the signatures of each that each of those individuals and entities consent to the amendment that has been made.

DECLARANT:

[Signature]
Roger E. Amundson

[Signature]
Richard L. George

STATE OF COLORADO)
)ss
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 29 day of October, 1979, by Roger E. Amundson and Richard L. George.

Witness my hand and official seal.
~~My Commission expires May 31, 1981~~
My Commission expires:



[Signature]
Notary Public

PRESENT OWNER:
AMUNDSON AND GEORGE CONSTRUCTION, INC.

[Signature]
Roger E. Amundson, President

[Signature]
Richard L. George, Secretary

STATE OF COLORADO)
)ss
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 29 day of October, 1979, by Roger E. Amundson, President, and Richard L. George, Secretary, of Amundson and George Construction, Inc.

Witness my hand and official seal.
~~My Commission expires May 31, 1981~~
My Commission expires:



[Signature]
Notary Public

LIENHOLDER:
GREELEY NATIONAL BANK

[Signature]
James W. Parker, Vice President



STATE OF COLORADO)
COUNTY OF WELD) ss

The foregoing instrument was acknowledged before me this 29
day of October, 1979, by James W. Parker, Vice President, of
Greeley National Bank.

Witness my hand and official seal.

My Commission expires: My Commission Expires May 31, 1981



Chris L. (S. B. A. L.)
Notary Public

EXHIBIT "1"

Lot 8, in Block 16, in Outlot "B", WESTMOOR ACRES FIRST
FILING, City of Greeley, County of Weld, State of Colorado, as
identified in a Map filed for record on October 25, 1977, in
Book 812, under Reception No. 1734128 of the Real Estate Records of
the Clerk and Recorder of Weld County.

19601
110
NOV-28-79

BOOK 888

Recorded at 2:15 o'clock P M NOV 28 1979
Rec. No. 1810235
5-1
Mayer Feinstein
Clerk

State of Colorado, Weld County Clerk & Recorder
**FIRST SUPPLEMENTAL DECLARATION
FOR
WESTMOOR CONDOMINIUM**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Amundson and George Construction, Inc., a Colorado Corporation, recorded a Condominium Declaration for Westmoor Condominium in Book 879, under Reception No. 1801111, of the real property records of the Weld County Clerk and Recorder on August 23, 1979, and

WHEREAS, the provisions of Paragraph (37) of said recorded Declaration reserve to Declarant the right to enlarge the condominium project by submitting additional real property together with improvements thereon to the condominium project, by filing a Supplemental Condominium Map and Supplemental Declaration, and

WHEREAS, by reason of Declaration of Amendment recorded October 29, 1979, in Book 886, under Reception No. 1807668, certain amendments and changes were made in said Declaration, and

WHEREAS, Declarant has decided to incorporate into said condominium project, Lot 7, in Block 16, in Outlot "B", Westmoor Acres First Filing, County of Weld, State of Colorado, as per the map filed October 25, 1977, in Book 812 under Reception No. 1734128, Weld County Records, and

WHEREAS, a Supplemental Map has been prepared setting forth certain matters and things with regard thereto, and

WHEREAS, Declarant does hereby submit to this condominium project additional real property as hereinabove described and as set forth on the attached Exhibit "A", annexed hereto and by this reference made a part hereof.

NOW, THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the land, shall be a burden and a benefit to Declarant and successors and assigns of Declarant, and any person or entity acquiring or owning an interest in the real property, improvements or units, their grantees and their heirs, executors, administrators, personal representatives, devisees, successors or assigns.

(1) Division of Property into Condominium Units. The real property described on Exhibit "A" and the improvements thereon are hereby divided into the fee simple estates as is set forth on the attached Exhibit "B" annexed hereto and by this reference made a part hereof. Each such estate shall consist of the separately designated units and the undivided interest in and to the General Common Elements appurtenant to each unit as set forth therein.

(2) Limited Common Elements. A portion of the general common elements is reserved for the exclusive use of the individual owners of the respective units and such areas are referred to as "Limited Common Elements". The Limited Common Elements shall be identified on the map except that any court, patio, balcony or deck which is accessible from,

associated with and which adjoins a unit and any other Limited Common Elements so identified on the map shall, without further reference thereon, be used in connection with such unit to the exclusion of the use thereof by the other owners of the General Common Elements, except by invitation. All of the owners of the condominium units in this condominium project shall have a nonexclusive right in common with all of the other owners to use the sidewalks, pathways, driveways and streets located within the entire condominium project. No reference thereto whether such Limited Common Elements are exclusive or nonexclusive, need be made in any deed, instrument of conveyance or other instruments.

(3) Condominium Map. The Supplemental Map may be filed for record in whole or in part, sections or supplements, as construction of the units for other improvements are substantially completed. The map (or any part or section thereof) depicting the units shall not be filed for record until the building in which the units are located has been substantially completed in order to permit the location thereof. Each such map shall be filed for record prior to the conveyance of the condominium units shown thereon. The Supplemental Map will contain information required in Paragraph (4) of the original Condominium Declaration, referred to above.

(4) Description of Condominium Unit.

(a) Every contract for the sale of a condominium unit written prior to the filing for record of the map for this Supplemental Declaration may legally describe a condominium unit by its identifying unit designation, the building symbol (if any is shown on Exhibit "B" of the map), followed by the name of this condominium. The location of such condominium unit shall be depicted on the Supplemental Map subsequently filed for record.

(b) Every contract, deed, lease, mortgage, Deed of Trust or other instrument may legally describe a condominium unit by its identifying unit designation, the building symbol (if any is shown on Exhibit "B" or the Supplemental Map), followed by the name of this condominium, with further reference to the reception number of the map, supplemental map, Declaration, the Amendment to Declaration and this Supplemental Declaration. Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect not only the unit, but also the General Common Elements and the Limited Common Elements appurtenant thereto. Each such description shall be construed to include a perpetual nonexclusive easement for ingress and egress to and from an owner's unit to and from the public road and use of the Limited Common Elements appurtenant thereto.

(5) Acceptance of Provisions of all Documents. The conveyance or encumbrance of a condominium unit shall be deemed to include the acceptance of all other provisions of the original Declaration, all Amendments thereto filed for record, this Supplemental Declaration, the Articles of Incorporation and Association By-Laws of the Westmoor Condominium Association and the rules and regulations adopted pursuant thereto and shall be binding upon each grantee and holder of any encumbrance without the necessity of inclusion of such an express provision in the instrument of conveyance or encumbrance.

(6) Common Expense and Voting. As is provided in Paragraphs (18), (20) and (21) of the original Declaration, the common expenses shall be assessed equally among all of the condominium units. Reference is made to that portion of Exhibit "B" hereof which assigns to each condominium unit an appurtenant undivided percentage interest in and to General Common

EXHIBIT "A"

Lot Seven (7) and Lot Eight (8), in Block Sixteen (16), in Outlot "B" Westmoor Acres First Filing, County of Weld, State of Colorado, as per the map filed October 25, 1977, in Book 812, under Reception No. 1734128, Weld County Records.

EXHIBIT "B"

<u>Unit</u>	<u>Building</u>	<u>Appurtenant Undivided Interest in and to General Common Elements (as a fraction of the whole)</u>
1	A	1/16
2	A	1/16
3	A	1/16
4	A	1/16
5	B	1/16
6	B	1/16
7	B	1/16
8	B	1/16
9	C	1/16
10	C	1/16
11	C	1/16
12	C	1/16
13	D	1/16
14	D	1/16
15	D	1/16
16	D	1/16

AR1915327

SECOND SUPPLEMENTAL DECLARATION
FOR
WESTMOOR CONDOMINIUM
(Adds Lot 4)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Amundson and George Construction, Inc., a Colorado Corporation, recorded a Condominium Declaration for Westmoor Condominium in Book 879, under Reception No. 1801111, of the real property records of the Weld County Clerk and Recorder on August 23, 1979, and

WHEREAS, Amundson and George Construction, Inc. has conveyed to Roger E. Amundson and Don Casey, Lot 4 in Block 16, in Outlot "B", Westmoor Acres First Filing, County of Weld, State of Colorado, as per map filed October 25, 1977, in Book 812 under Reception No. 1734128, Weld County Records, and

WHEREAS, Roger E. Amundson and Don Casey are assignees and successors of Amundson and George Construction, Inc. with regard to the additional property described in this Second Supplemental Declaration and as a result thereof, are Declarants as described and defined in the said Condominium Declaration and the Supplemental Declarations heretofore, and

WHEREAS, the provisions of Paragraph (37) of said recorded Declaration reserve to Declarants the right to enlarge the condominium project by submitting additional real property together with improvements thereon to the condominium project, by filing a Supplemental Condominium Map and Supplemental Declaration, and

WHEREAS, by reason of Declaration of Amendment recorded October 29, 1979, in Book 886, under Reception No. 1807668, certain amendments and changes were made in said Declaration, and

WHEREAS, by First Supplemental Declaration recorded November 28, 1979, in Book 888, under Reception No. 1810235, there was incorporated into said condominium project, Lot 7, in Block 16, in Outlot "B", Westmoor Acres First Filing, County of Weld, State of Colorado, as per the map filed October 25, 1977, in Book 812, under Reception No. 1734128, Weld County Records, and

WHEREAS, Declarants have decided to incorporate into said condominium project Lot 4, in Block 16, in Outlot "B", Westmoor Acres First Filing, County of Weld, State of Colorado as per map filed October 25, 1977, in Book 812 under Reception No. 1734128, Weld County Records, and

WHEREAS, a Supplemental Map has been prepared setting forth certain matters and things with regard thereto, and

WHEREAS, Declarants do hereby submit to this condominium project additional real property as hereinabove described and as set forth on the attached Exhibit "A", annexed hereto and by this reference made a part hereof.

NOW, THEREFORE, Declarants do hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the land, shall be a burden and a benefit to Declarants and successors and assigns of Declarants, and any person or entity acquiring or owning an interest in the real property, improvements or units, their grantees and their heirs, executors, administrators, personal representatives, devisees, successors or assigns.

(1) Division of Property into Condominium Units. The real property described on Exhibit "A" and the improvements thereon are hereby divided into the fee simple estates as is set forth on the attached Exhibit "B" annexed hereto and by this reference made a part hereof. Each such estate shall consist of the separately designated units and the undivided interest in and to the General Common Elements appurtenant to each unit as set forth therein.

(2) Limited Common Elements. A portion of the general common elements is reserved for the exclusive use of the individual owners of the respective units and such areas are referred to as "Limited Common Elements". The Limited Common Elements shall be identified on the map except that any court, patio, balcony or deck which is accessible from, associated with and which adjoins a unit and any other Limited Common Elements so identified on the map shall, without further reference thereon, be used in connection with such unit to the exclusion of the use thereof by the other owners of the General Common Elements, except by invitation. All of the owners of the condominium units in this condominium project shall have a nonexclusive right in common with all of the other owners to use the sidewalks, pathways, driveways and streets located within the entire condominium project. No reference thereto whether such Limited Common Elements are exclusive or nonexclusive, need be made in any deed, instrument of conveyance or other instruments.

(3) Condominium Map. The Supplemental Map may be filed for record in whole or in part, sections or supplements, as construction of the units for other improvements are substantially completed. The map (or any part or section thereof) depicting the units shall not be filed for record until the building in which the units are located has been substantially completed in order to permit the location thereof. Each such map shall be filed for record prior to the conveyance of the condominium units shown thereon. The Supplemental Map will contain information required in Paragraph (4) of the original Condominium Declaration, referred to above.

(4) Description of Condominium Unit.

(a) Every contract for the sale of a condominium unit written prior to the filing for record of the map for this Supplemental Declaration may legally describe a condominium unit by its identifying unit designation, the building symbol (if any is shown on Exhibit "B" of the map), followed by the name of this condominium. The location of such condominium unit shall be depicted on the Supplemental Map subsequently filed for record.

(b) Every contract, deed, lease, mortgage, Deed of Trust or other instrument may legally describe a condominium unit by its identifying unit designation, the building symbol (if any is shown on Exhibit "B" or the Supplemental Map), followed by the name of this condominium with further reference to the reception number of the map, supplemental map, Declaration, the Amendment to Declaration and this Supplemental Declaration. Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect not only the unit, but also the General Common Elements and the Limited Common Elements appurtenant thereto. Each such description shall be construed to include a perpetual nonexclusive easement for ingress and egress to and from an owner's unit to and from the public road and use of the Limited Common Elements appurtenant thereto.

(5) Acceptance of Provisions of all Documents. The conveyance or encumbrance of a condominium unit shall be deemed to include the acceptance of all other provisions of the original Declaration, all Amendments thereto filed for record, this Supplemental Declaration, the Articles of Incorporation and Association By-Laws of the Westmoor Condominium Association and the rules and regulations adopted pursuant thereto and shall be binding upon each grantee and holder of any encumbrance without the necessity of inclusion of such an express provision in the instrument of conveyance or encumbrance.

(6) Common Expense and Voting. As is provided in Paragraphs (18), (20) and (21) of the original Declaration, the common expenses shall be assessed equally among all of the condominium units. Reference is made to that portion of Exhibit "B" hereof which assigns to each condominium unit an appurtenant undivided percentage interest in and to General Common Elements, all in accordance with Paragraph (3) hereof and Paragraph (38) of the original Declaration. Said Exhibit "B" attached hereto is incorporated herein by reference.

(7) General.

(a) Except as otherwise specifically provided in this Supplemental Declaration, all of the provisions contained in the original Declaration are made a part hereof.

(b) If any of the provisions of this Supplemental Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this instrument, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

(c) "Declarants" as used herein means the named Declarants, their successors and assigns.

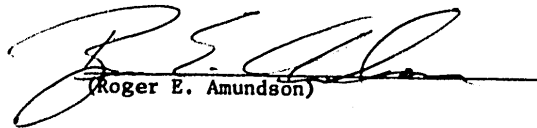
(d) The provisions of this Supplemental Declaration shall be in addition to and supplemental to the Condominium Ownership Act of the State of Colorado and to all other provisions of law.

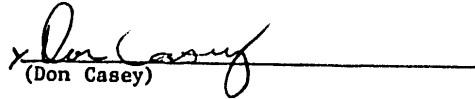
(e) Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, and the plural the singular, and the use of any gender shall include all genders.

(f) Paragraph titles are for convenience of reference and are not intended to limit, enlarge or change the meaning of the contents of the various paragraphs.

IN WITNESS WHEREOF, Declarants have duly executed this Declaration on this 24th day of January, 1983.

DECLARANTS:


(Roger E. Amundson)

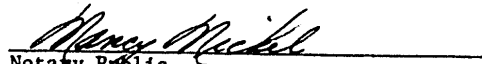
x 
(Don Casey)

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 24th day of January, 1983, by Roger E. Amundson and Don Casey.

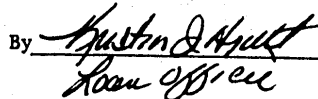
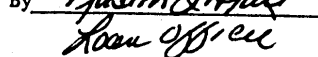
My commission expires: Sept. 4, 1983.




Notary Public
Suite 550, Greeley National Plaza
Greeley, CO 80631-3994

KNOW ALL MEN BY THESE PRESENTS, that the Union Colony Bank, as lienholder on the subject property has examined the provisions of the original Condominium Declaration, Declaration of Amendment, First Supplemental Declaration and does hereby expressly consent to and ratify the terms and conditions contained in such instruments, and in the above Second Supplemental Declaration.

UNION COLONY BANK

By 


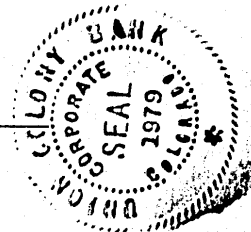


EXHIBIT "A"

Lots Four (4), Seven (7) and Eight (8), in Block Sixteen (16), in Outlot "B" Westmoor Acres First Filing, County of Weld, State of Colorado, as per the map filed October 25, 1977, in Book 812, under Reception No. 1734128, Weld County Records.

EXHIBIT "B"

<u>Unit</u>	<u>Building</u>	<u>Appurtenant Undivided Interest in and to General Common Elements (as a fraction of the whole)</u>
1	A	1/24
2	A	1/24
3	A	1/24
4	A	1/24
5	B	1/24
6	B	1/24
7	B	1/24
8	B	1/24
9	C	1/24
10	C	1/24
11	C	1/24
12	C	1/24
13	D	1/24
14	D	1/24
15	D	1/24
16	D	1/24
17	E	1/24
18	E	1/24
19	E	1/24
20	E	1/24
21	F	1/24
22	F	1/24
23	F	1/24
24	F	1/24

FIRST TECHNICAL AMENDMENT
TO THE DECLARATION FOR
WESTMOOR CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Amundson and George Construction, Inc., a Colorado Corporation, recorded a Condominium Declaration for Westmoor Condominium in Book 879, under Reception No. 1801111, of the real property records of the Weld County Clerk and Recorder on August 23, 1979, and

WHEREAS, Amundson and George Construction, Inc. has conveyed to Roger E. Amundson and Don Casey, Lot 4 in Block 16, in Outlot "B", Westmoor Acres First Filing, County of Weld, State of Colorado, as per map filed October 25, 1977, in Book 812 under Reception No. 1734128, Weld County Records, and

WHEREAS, Roger E. Amundson and Don Casey are assignees and successors of Amundson and George Construction, Inc. with regard to the additional property described in this Second Supplemental Declaration and as a result thereof, are Declarants as described and defined in the said Condominium Declaration and the Supplemental Declarations heretofore, and

WHEREAS, the provisions of Paragraph (37) of said recorded Declaration reserve to Declarants the right to enlarge the condominium project by submitting additional real property together with improvements thereon to the condominium project, by filing a Supplemental Condominium Map and Supplemental Declaration, and

WHEREAS, by reason of Declaration of Amendment recorded October 29, 1979, in Book 886, under Reception No. 1807668, certain amendments and changes were made in said Declaration, and

WHEREAS, by First Supplemental Declaration recorded November 28, 1979, in Book 888, under Reception No. 1810235, there was incorporated into said condominium project, Lot 7, in Block 16, in Outlot "B", Westmoor Acres First Filing, County of Weld, State of Colorado, as per the map filed October 25, 1977, in Book 812, under Reception No. 1734128, Weld County Records, and

WHEREAS, by Second Supplemental Declaration recorded January 24, 1983, in Book 987, under Reception No. 1915327, and Second Supplemental Map recorded February 18, 1983, in Book 989, under Reception No. 1917971, there was incorporated into the condominium project all of Lot 4, in Block 16, in Outlot "B", Westmoor Acres First Filing, of the City of Greeley, County of Weld, State of Colorado, and

WHEREAS, the Second Supplemental Declaration and map referred to Units 17, 18, 19, and 20, which were constructed at the time of recording and Units 21, 22, 23, and 24, which were not constructed at the time of recording, as well as identifying certain areas on Lot 4, as general common areas, which as recorded has created a potential conflict about the existence of common area and creation of ownership interests in Units 21, 22, 23, and 24, as well as certain general and limited common elements within Lot 4, and

WHEREAS, it is the present desire of the Declarants, the Westmoor Association and the Lienholder /or the remaining expansion area of Lot 4 to join in this First Technical Amendment to clarify the ownership of common area, general and limited common elements and unit ownership interests as they relate to construction and dedication of common elements, and unit ownership interests on Lot 4.

Westmoor Association

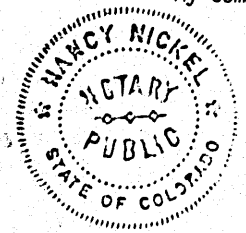
[Signature]
President

[Signature]
Secretary

State of Colorado)
County of Weld) ss.

The foregoing instrument was acknowledged before me this 7th
day of May, 1983, by Robert B. Amundson and Joyce B. Amundson
as President and Secretary of the Westmoor Association.

My commission expires: 9-4-83

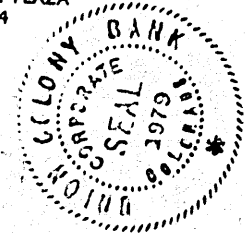


[Signature]
Notary Public
SUITE 550, GREELEY NATIONAL PLAZA
GREELEY, CO 80631-3994

Union Colony Bank

[Signature]
President LOAN OFFICER

SEAL



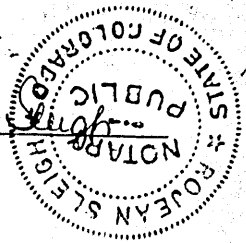
State of Colorado)
County of Weld) ss.

The foregoing instrument was acknowledged before me this 9th
day of May, 1983, by RJ Hyatt, as
President of Union Colony Bank.
LOAN OFFICER

My commission expires: 1-11-86



[Signature]
Notary Public



NOW THEREFORE, the Declarants, the Westmoor Association, and the Lienholder identified below join in the publication of this First Technical Amendment to the Westmoor Condominium and Supplements.

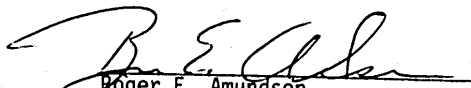
(1) From the date of recording of this First Technical Amendment that the unit ownership interests which have been created on Lot 4 are those ownership interests shown on the map entitled Second Supplemental, Second Map Condominium Map of Numbers 17, 18, 19, 20, 21, 22, 23, and 24, which is being recorded simultaneously with this First Technical Amendment.

(2) From the date of recording of this First Technical Amendment that the general common elements and limited common elements which have been created on Lot 4 are those shown on the map entitled Second Supplemental, Second Map Condominium Map of Numbers 17, 18, 19, 20, 21, 22, 23, and 24, which is being recorded simultaneously with this First Technical Amendment.

(3) That from the date of recording of this First Technical Amendment that the Declarant, the Association, and the Lienholder intend to revoke and terminate the premature dedication and designation of common area to the Association and to replace and ratify the unit ownership interests, and designation of general and limited common elements as actually constructed and designated on Lot 4 as those ownership interests and general and limited common elements are shown on the map entitled Second Supplemental, Second Map Condominium Map of Numbers 17, 18, 19, 20, 21, 22, 23, and 24, which is being recorded simultaneously with this First Technical Amendment.

IN WITNESS WHEREOF, the Declarants, the Westmoor Association, and the Lienholder have executed this First Technical Amendment on the 9th day of May, 1983.

Declarants


Roger E. Amundson


Don Casey *By Roger E. Amundson as Atty.*

State of Colorado)
County of Weld) ss.

The foregoing instrument was acknowledged before me this 9th day of May, 1983, by Roger E. Amundson and ~~XXXXXX~~ by Roger E. Amundson with Power of Attorney for Don Casey.

My commission expires: 9-4-83




Notary Public

SUITE 550, GREELEY NATIONAL PLAZA
GREELEY, CO 80631-3994

AR1935271

THIRD SUPPLEMENTAL DECLARATION
FOR
WESTMOOR CONDOMINIUM
(Adds portion of Lot 5)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Amundson and George Construction, Inc., a Colorado Corporation, recorded a Condominium Declaration for Westmoor Condominium in Book 879, under Reception No. 1801111, of the real property records of the Weld County Clerk and Recorder on August 23, 1979, and

WHEREAS, Amundson and George Construction, Inc. has conveyed to Roger E. Amundson and Don Casey, Lot 5 in Block 16, in Outlot "B", Westmoor Acres First Filing, County of Weld, State of Colorado, as per map filed October 25, 1977, in Book 812 under Reception No. 1734128, Weld County Records, and

WHEREAS, Roger E. Amundson and Don Casey are assignees and successors of Amundson and George Construction, Inc. with regard to the additional property described in this Third Supplemental Declaration and as a result thereof, are Declarants as described and defined in the said Condominium Declaration and the Supplemental Declarations heretofore, and

WHEREAS, the provisions of Paragraph (37) of said recorded Declaration reserve to Declarants the right to enlarge the condominium project by submitting additional real property together with improvements thereon to the condominium project, by filing a Supplemental Condominium Map and Supplemental Declaration, and

WHEREAS, by reason of Declaration of Amendment recorded October 29, 1979, in Book 886, under Reception No. 1807668, certain amendments and changes were made in said Declaration, and

WHEREAS, by First Supplemental Declaration recorded November 28, 1979, in Book 888, under Reception No. 1810235, there was incorporated into said condominium project, Lot 7, in Block 16, in Outlot "B", Westmoor Acres First Filing, County of Weld, State of Colorado, as per the map filed October 25, 1977, in Book 812, under Reception No. 1734128, Weld County Records, and

WHEREAS, by Second Supplemental Declaration recorded January 24, 1983, in Book 0987, under Reception No. 01915327, there was incorporated into said condominium project, Lot 4 in Block 16 in Outlot "B", Westmoor Acres First Filing, County of Weld, State of Colorado as per map filed October 25, 1977, in Book 812 under Reception No. 1734128, Weld County Records, and

WHEREAS, Declarants have decided to incorporate into said condominium project a portion of Lot 5, in Block 16, in Outlot "B", Westmoor Acres First Filing, County of Weld, State of Colorado as per map filed October 25, 1977, in Book 812 under Reception No. 1734128, Weld County Records, and

WHEREAS, a Supplemental Map has been prepared setting forth certain matters and things with regard thereto, and

WHEREAS, Declarants do hereby submit to this condominium project additional real property as hereinabove described and as set forth on the attached Exhibit "A", annexed hereto and by this reference made a part hereof.

NOW, THEREFORE, Declarants do hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the land, shall be a burden and a benefit to Declarants and successors and assigns of Declarants, and any person or entity acquiring or owning an interest in the real property, improvements or units, their grantees and their heirs, executors, administrators, personal representatives, devisees, successors or assigns.

(1) Division of Property into Condominium Units. The real property described on Exhibit "A" and the improvements thereon are hereby divided into the fee simple estates as is set forth on the attached Exhibit "B" annexed hereto and by this reference made a part hereof. Each such estate shall consist of the separately designated units and the undivided interest in and to the General Common Elements appurtenant to each unit as set forth therein.

(2) Limited Common Elements. A portion of the General Common Elements is reserved for the exclusive use of the individual owners of the respective units and such areas are referred to as "Limited Common Elements". The Limited Common Elements shall be identified on the map except that any court, patio, balcony or deck which is accessible from, associated with and which adjoins a unit and any other Limited Common Elements so identified on the map shall, without further reference thereon, be used in connection with such unit to the exclusion of the use thereof by the other owners of the General Common Elements, except by invitation. All of the owners of the condominium units in this condominium project shall have a nonexclusive right in common with all of the other owners to use the sidewalks, pathways, driveways and streets located within the entire condominium project. No reference thereto whether such Limited Common Elements are exclusive or nonexclusive, need be made in any deed, instrument of conveyance or other instruments.

(3) Condominium Map. The Supplemental Map may be filed for record in whole or in part, sections or supplements, as construction of the units for other improvements are substantially completed. The map (or any part or section thereof) depicting the units shall not be filed for record until the building in which the units are located has been substantially completed in order to permit the location thereof. Each such map shall be filed for record prior to the conveyance of the condominium units shown thereon. The Supplemental Map will contain information required in Paragraph (4) of the original Condominium Declaration, referred to above..

(4) Description of Condominium Unit.

(a) Every contract for the sale of a condominium unit written prior to the filing for record of the map for this Supplemental Declaration may legally describe a condominium unit by its identifying unit designation, the building symbol (if any is shown on Exhibit "B" of the map), followed by the name of this condominium. The location of such condominium unit shall be depicted on the Supplemental Map subsequently filed for record.

(b) Every contract, deed, lease, mortgage, Deed of Trust or other instrument may legally describe a condominium unit by its identifying unit designation, the building symbol (if any is shown on Exhibit "B" or the Supplemental Map), followed by the name of this condominium with further reference to the reception number of the map, supplemental map, Declaration, the Amendment to Declaration and this Supplemental Declaration. Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect not only the unit, but also the General Common Elements and the Limited Common Elements appurtenant thereto. Each such description shall be construed to include a perpetual nonexclusive easement for ingress and egress to and from an owner's unit to and from the public road and use of the Limited Common Elements appurtenant thereto.

(5) Acceptance of Provisions of all Documents. The conveyance or encumbrance of a condominium unit shall be deemed to include the acceptance of all other provisions of the original Declaration, all Amendments thereto filed for record, this Supplemental Declaration, the Articles of Incorporation and Association By-Laws of the Westmoor Condominium Association and the rules and regulations adopted pursuant thereto and shall be binding upon each grantee and holder of any encumbrance without the necessity of inclusion of such an express provision in the instrument of conveyance or encumbrance.

(6) Common Expense and Voting. As is provided in Paragraphs (18), (20) and (21) of the original Declaration, the common expenses shall be assessed equally among all of the condominium units. Reference is made to that portion of Exhibit "B" hereof which assigns to each condominium unit an appurtenant undivided percentage interest in and to General Common Elements, all in accordance with Paragraph (3) hereof and Paragraph (38) of the original Declaration. Said Exhibit "B" attached hereto is incorporated herein by reference.

(7) General.

(a) Except as otherwise specifically provided in this Supplemental Declaration, all of the provisions contained in the original Declaration are made a part hereof.

(b) If any of the provisions of this Supplemental Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this instrument, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

EXHIBIT "A"

Lots Four (4), Seven (7) and Eight (8), in Block Sixteen (16), in Outlot "B" Westmoor Acres First Filing, County of Weld, State of Colorado, as per the map filed October 25, 1977, in Book 812, under Reception No. 1734128, Weld County Records, together with that portion of Lot Five (5) of said Block Sixteen (16) included within the following description:

Beginning at the Northwest Corner of Lot Four (4) in said Block Sixteen (16),
 thence South 64°01'01" East, 23.22 feet,
 thence South 33°47'43" West, 182.92 feet,
 thence on a curve to the right having a radius of 230.00 feet, an arc distance of 23.17 feet, the long chord of which bears North 49°26'41" West, a distance of 23.16 feet to a point which is the Southwest Corner of said Lot 4,
 thence continuing on a curve to the right having a radius of 230.00 feet, an arc distance of 77.73 feet, the long chord of which bears North 36°55'18" West, a distance of 77.36 feet,
 thence North 59°31'46" East a distance of 168.17 feet to the Point of Beginning.

EXHIBIT "B"

<u>Unit</u>	<u>Building</u>	<u>Appurtenant Undivided Interest in and to General Common Elements (as a fraction of the whole)</u>
1	A	1/28
2	A	1/28
3	A	1/28
4	A	1/28
5	B	1/28
6	B	1/28
7	B	1/28
8	B	1/28
9	C	1/28
10	C	1/28
11	C	1/28
12	C	1/28
13	D	1/28
14	D	1/28
15	D	1/28
16	D	1/28
17	E	1/28
18	E	1/28
19	E	1/28
20	E	1/28
21	F	1/28
22	F	1/28
23	F	1/28
24	F	1/28
25	G	1/28
26	G	1/28
27	G	1/28
28	G	1/28

AR1943623

FOURTH SUPPLEMENTAL DECLARATION
FOR
WESTMOOR CONDOMINIUM
(Adds balance of Lot 5)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Amundson and George Construction, Inc., a Colorado Corporation, recorded a Condominium Declaration for Westmoor Condominium in Book 879, under Reception No. 1801111, of the real property records of the Weld County Clerk and Recorder on August 23, 1979, and

WHEREAS, Amundson and George Construction, Inc. has conveyed to Roger E. Amundson and Don Casey, Lot 5 in Block 16, in Outlot "B", Westmoor Acres First Filing, County of Weld, State of Colorado, as per map filed October 25, 1977, in Book 812 under Reception No. 1734128, Weld County Records, and

WHEREAS, Roger E. Amundson and Don Casey are assignees and successors of Amundson and George Construction, Inc. with regard to the additional property described in this Fourth Supplemental Declaration and as a result thereof, are Declarants as described and defined in the said Condominium Declaration and the Supplemental Declarations heretofore, and

WHEREAS, the provisions of Paragraph (37) of said recorded Declaration reserve to Declarants the right to enlarge the condominium project by submitting additional real property together with improvements thereon to the condominium project, by filing a Supplemental Condominium Map and Supplemental Declaration, and

WHEREAS, by reason of Declaration of Amendment recorded October 29, 1979, in Book 886, under Reception No. 1807668, certain amendments and changes were made in said Declaration, and

WHEREAS, by First Supplemental Declaration recorded November 28, 1979, in Book 888, under Reception No. 1810235, there was incorporated into said condominium project, Lot 7, in Block 16, in Outlot "B", Westmoor Acres First Filing, County of Weld, State of Colorado, as per the map filed October 25, 1977, in Book 812, under Reception No. 1734128, Weld County Records, and

WHEREAS, by Second Supplemental Declaration recorded January 24, 1983, in Book 0987, under Reception No. 01915327, there was incorporated into said condominium project, Lot 4 in Block 16 in Outlot "B", Westmoor Acres First Filing, County of Weld, State of Colorado as per map filed October 25, 1977, in Book 812 under Reception No. 1734128, Weld County Records, and

WHEREAS, by Third Supplemental Declaration recorded July 29, 1983, in Book 1003 under Reception No. 01935271, there was incorporated into said condominium project, a portion of Lot 5 in Block 16, in Outlot "B", Westmoor Acres First Filing, County of Weld, State of Colorado, as per map filed October 25, 1977, in Book 812 under Reception No. 1734128, Weld County Records, and

WHEREAS, Declarants have decided to incorporate into said condominium project, the balance of Lot 5, in Block 16, in Outlot "B", Westmoor Acres First Filing, County of Weld, State of Colorado as per map filed October 25, 1977, in Book 812 under Reception No. 1734128, Weld County Records, and

WHEREAS, a Supplemental Map has been prepared setting forth certain matters and things with regard thereto, and

WHEREAS, Declarants do hereby submit to this condominium project additional real property as hereinabove described and as set forth on the attached Exhibit "A", annexed hereto and by this reference made a part hereof.

NOW, THEREFORE, Declarants do hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the land, shall be a burden and a benefit to Declarants and successors and assigns of Declarants, and any person or entity acquiring or owning an interest in the real property, improvements or units, their grantees and their heirs, executors, administrators, personal representatives, devisees, successors or assigns.

(1) Division of Property into Condominium Units. The real property described on Exhibit "A" and the improvements thereon are hereby divided into the fee simple estates as is set forth on the attached Exhibit "B" annexed hereto and by this reference made a part hereof. Each such estate shall consist of the separately designated units and the undivided interest in and to the General Common Elements appurtenant to each unit as set forth therein.

(2) Limited Common Elements. A portion of the General Common Elements is reserved for the exclusive use of the individual owners of the respective units and such areas are referred to as "Limited Common Elements". The Limited Common Elements shall be identified on the map except that any court, patio, balcony or deck which is accessible from, associated with and which adjoins a unit and any other Limited Common Elements so identified on the map shall, without further reference thereon, be used in connection with such unit to the exclusion of the use thereof by the other owners of the General Common Elements, except by invitation. All of the owners of the condominium units in this condominium project shall have a nonexclusive right in common with all of the other owners to use the sidewalks, pathways, driveways and streets located within the entire condominium project. No reference thereto whether such Limited Common Elements are exclusive or nonexclusive, need be made in any deed, instrument of conveyance or other instruments.

(3) Condominium Map. The Supplemental Map may be filed for record in whole or in part, sections or supplements, as construction of the units for other improvements are substantially completed. The map (or any part or section thereof) depicting the units shall not be filed for record until the building in which the units are located has been substantially completed in order to permit the location thereof. Each such map shall be filed for record prior to the conveyance of the condominium units shown thereon. The Supplemental Map will contain information required in Paragraph (4) of the original Condominium Declaration, referred to above.

(4) Description of Condominium Unit.

(a) Every contract for the sale of a condominium unit written prior to the filing for record of the map for this Supplemental Declaration may legally describe a condominium unit by its identifying unit designation, the building symbol (if any is shown on Exhibit "B" of the map), followed by the name of this condominium. The location of such condominium unit shall be depicted on the Supplemental Map subsequently filed for record.

(b) Every contract, deed, lease, mortgage, Deed of Trust or other instrument may legally describe a condominium unit by its identifying unit designation, the building symbol (if any is shown on Exhibit "B" or the Supplemental Map), followed by the name of this condominium with further reference to the reception number of the map, supplemental map, Declaration, the Amendment to Declaration and this Supplemental Declaration. Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect not only the unit, but also the General Common Elements and the Limited Common Elements appurtenant thereto. Each such description shall be construed to include a perpetual nonexclusive easement for ingress and egress to and from an owner's unit to and from the public road and use of the Limited Common Elements appurtenant thereto.

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(7) General.

(a) Except as otherwise specifically provided in this Supplemental Declaration, all of the provisions contained in the original Declaration are made a part hereof.

EXHIBIT "A"

Lots Four (4), Five (5), Seven (7) and Eight (8), in Block Sixteen (16), in Outlot "B"
Westmoor Acres First Filing, County of Weld, State of Colorado, as per the map filed
October 25, 1977, in Book 812, under Reception No. 1734128, Weld County Records.

EXHIBIT "B"

<u>Unit</u>	<u>Building</u>	<u>Appurtenant Undivided Interest in and to General Common Elements (as a fraction of the whole)</u>
1	A	1/32
2	A	1/32
3	A	1/32
4	A	1/32
5	B	1/32
6	B	1/32
7	B	1/32
8	B	1/32
9	C	1/32
10	C	1/32
11	C	1/32
12	C	1/32
13	D	1/32
14	D	1/32
15	D	1/32
16	D	1/32
17	E	1/32
18	E	1/32
19	E	1/32
20	E	1/32
21	F	1/32
22	F	1/32
23	F	1/32
24	F	1/32
25	G	1/32
26	G	1/32
27	G	1/32
28	G	1/32
29	H	1/32
30	H	1/32
31	H	1/32
32	H	1/32