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COUNTY OF JEFFERSON
STATE OF COLORADO

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

THE QUAILRIDGE TOWNHOME CONDOMINIUMS

A CONDOMINIUM PROJECT LOCATED IN THE

COUNTY OF JEFFERSON

STATE OF COLORADO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE QUAILRIDGE TOWNHOME CONDOMINIUMS

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE QUAILRIDGE TOWNHOME CONDOMINIUMS

THIS DECLARATION is made and entered into by 110 Corporation, a Colorado corporation, hereinafter referred to as the "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of the real property situated in the County of Jefferson, State of Colorado, which is described on Exhibit 1 attached hereto and incorporated herein by reference, hereinafter referred to as the "Property"; and

WHEREAS, the Property is subject to recorded easements reservations, licenses and other withheld interests as set forth in Exhibit 2 attached hereto and incorporated herein by reference; and

WHEREAS, Declarant plans to initially construct on the Property a total of twenty-eight (28) separately designated Condominium units, and plans to annex to the Property, pursuant to Paragraph 33 of this Declaration, additional property including a maximum of eighty-four (84) additional separately designated Condominium Units; and

WHEREAS, Declarant desires to establish a condominium project under the Condominium Ownership Act of the State of Colorado, to wit: Colo. Rev. Stat. §38-33-101, et seq. (1973, as amended); and

WHEREAS, Declarant does hereby establish a plan for the separate fee simple ownership of real property estates consisting of the Units, as hereinafter defined, in the building improvements now located or to be constructed on the Property, and any property or properties hereafter annexed thereto; and the co-ownership of each individual and the other separate owners thereof, as tenants in common, of all of the remaining portions of the Property and any property or properties hereafter annexed hereto, which is hereinafter defined and referred to as the Common Elements.

NOW, THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, reservations, limitations and obligations shall be deemed to run with the land, encompassing the Property and any property or properties hereafter annexed thereto, and shall burden and benefit Declarant, its grantees, successors and assigns and any person acquiring or owning an interest in the

real property and improvements thereon which is subject to this Declaration, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. Definitions. As used in this Declaration, unless the context otherwise requires, the terms hereinafter set forth shall have the following meanings:

1.1 "Unit" or "Condominium Unit" means the fee simple interest and title in and to an Individual Air Space Unit, together with the undivided interest in the Common Elements appurtenant thereto, and all other rights and burdens created by this Declaration, all as hereinafter set forth and defined. Each Unit is shown on the Map, as hereinafter defined, and is identified thereon with a number. The exact boundaries of a Unit are the interior unfinished surfaces of such walls, floors and ceilings as mark the perimeter boundaries thereof, and, where found along such walls, floors and ceilings, the interior surfaces of built-in fireplaces with their flues in their closed position and windows and doors in their closed position; and the Unit includes the portions of the Building so described, the air space so encompassed and all fixtures and improvements therein contained, but not any Common Elements which may be within a Unit.

1.2 "Owner" shall mean and refer to any record owner (including Declarant, and including a contract seller, but excluding a contract purchaser), whether one or more Persons or entities, of a fee simple title interest to any Condominium Unit; but excluding, however, any such record owner having such an interest therein merely as a Mortgagee (unless such Mortgagee has acquired fee simple title interest therein pursuant to foreclosure or any proceedings in lieu thereof). A Person automatically ceases to be an Owner upon conveyance or assignment of a Condominium Unit. Such cessation of ownership shall not extinguish or void any unsatisfied obligation of such Person existing or arising at the time of such conveyance or assignment, specifically including without limiting the generality of the foregoing, any unsatisfied obligation to pay Association assessments or other charges.

1.3 "Common Elements" means all of the Project, as hereinafter defined, except the portions thereof which constitute Units, and also means all parts of a Building or any facilities, improvements and fixtures which may be within a Unit which are or may be necessary or convenient to the support, existence, use, occupation, operation, maintenance, repair or safety of a Building or any part thereof or any other Unit therein.

1.4 "General Common Elements" means:

1.4.1 all of the land and easements which are part of the Property and all swimming pools and tennis courts, if any, and related facilities and recreational facilities, if any, and buildings which may be located on the Property;

1.4.2 all foundations, columns, girders, beams and supports of a Building;

1.4.3 all deck or yard areas, porches, storage lockers or areas, balconies, patios, fireplaces, garages, carports and parking spaces (except those subject to specific assignment for individual Owner use as Limited Common Elements, as hereinafter defined and provided);

1.4.4 the exterior walls of a Building, the main or bearing walls within a Building, the main or bearing sub-flooring and the roofs of a Building;

1.4.5 all entrances, exits, vestibules, halls, corridors, lobbies, lounges, linen rooms, laundry rooms, kitchen facilities, exercise rooms, saunas, whirlpools, steam baths, stairs, stairways and fire escapes, if any, not within any Unit;

1.4.6 all offices (except as otherwise provided herein), utility service and maintenance rooms, space, fixtures, apparatus, installations and central facilities for power, light, gas, telephone, television, hot water, cold water, heating, refrigeration, air conditioning, trash, incineration, or similar utility, service or maintenance purposes, including furnaces, tanks, pumps, motors, fans, compressors, flues, vents, similar fixtures, apparatus, installations and facilities; and

1.4.7 all other parts of the Project necessary or convenient to its existence, maintenance and safety, or normally in common use.

1.5 "Limited Common Elements" means those Common Elements which are reserved for the use of certain Owners to the exclusion of the others, including but not limited to, certain balconies, porches, patios, fireplaces (except the portions thereof included within a Unit), decks, garages, carports, and parking spaces.

1.6 "Association" means The Quailridge Townhome Condominiums Association, Inc., a Colorado nonprofit corporation, its successors and assigns, the Articles and Bylaws of which, as hereinafter defined, along with this Declaration, shall govern the administration of the Project; the members of which shall be all of the Owners.

1.7 "Building" means one or more of the building improvements erected within the Project.

1.8 "Common Expenses" means and includes:

1.8.1 all sums lawfully assessed against the Owners by the Board;

1.8.2 expenses of administration, maintenance, repair or replacement of the Common Elements, as hereinafter defined;

1.8.3 expenses declared Common Expenses by provisions of this Declaration and the Bylaws; and

1.8.4 expenses agreed upon as Common Expenses by a vote of the Owners representing an aggregate ownership interest of at least fifty-one percent of the Common Elements.

1.9 "Person" means an individual, corporation, partnership, combination, association, trustee or any other legal entity.

1.10 "Mortgage" shall mean and refer to any Recorded mortgage, deed of trust or other security instrument by which a Condominium Unit or any part thereof is encumbered. "Mortgage" shall also mean and refer to any executory land sales contract wherein the Administrator of Veterans Affairs, an Officer of the United States of America, is identified as the seller, whether such contract is Recorded or not and whether such contract is owned by the said Administrator or has been assigned by the said Administrator and is owned by the Administrator's assignee or by a remote assignee and the land records of the office of the Clerk and Recorder of the County of Jefferson, Colorado show the said Administrator as having the record title to the Condominium Unit.

1.11 "Mortgagee" shall mean and refer to any person named as a mortgagee or beneficiary under any Mortgage (including the Administrator of Veterans Affairs, an Officer of the United States of America, and his assigns under any executory land sales contract wherein the said Administrator is identified as seller, whether such contract is Recorded or not and whether or not the land records in the office of the Clerk and Recorder of the County of Jefferson, Colorado show the said Administrator as having the record title to the Condominium Unit) under which the interest of any Owner is encumbered, or any successor to the interest of any such person under such Mortgage. //

1.12 "Project" means all of the Property, Condominium Units, Buildings and improvements submitted to this Declaration, together with any property, Condominium Units, buildings and improvements hereafter annexed to the Property pursuant to the provisions of Paragraph 33 hereof.

1.13 "Board of Directors" or "Board" means the governing body of the Association.

1.14 "Managing Agent" means the Person, if any, employed by the Board to perform the management and operational functions of the Project.

1.15 "Bylaws" means the bylaws of the Association.

1.16 "Articles" means the articles of incorporation of the Association.

1.17 "Guest" means any agent, employee, tenant, guest, licensee or invitee of an Owner.

1.18 "Declarant" means the Declarant named herein and such successor or successors as may be designated hereafter by Declarant by written notice duly recorded.

1.19 "Map" means the Recorded condominium map for The Quailridge Townhome Condominiums. More than one Map or supplements thereto may be Recorded; and, without limiting the generality of the foregoing, separate Maps may be Recorded for each Condominium Building or for each annexation to this Declaration pursuant to the provisions of Paragraph 33 hereof. If more than one condominium map or supplements thereto are Recorded, then the term "Maps" shall collectively mean all of such condominium Maps and supplements thereto.

1.20 "Individual Air Space Unit" means an enclosed room or rooms occupying all or any part of a floor or floors in a Building of one or more floors, to be used for residential purposes, and which has access to a public street.

1.21 "Declaration" means this Declaration of Covenants, Conditions and Restrictions, including all Recorded Amendments and Supplements thereto.

1.22 "Record, "Recorded" or "Recording" means the filing for public record of any document in the office of the Clerk and Recorder of Jefferson County, Colorado.

1.23 "Minimum Undivided Interest" means the minimum co-ownership interest of an Owner in the Common Elements upon completion of all annexations allowed pursuant to the terms of this Declaration.

2. Map. There shall be Recorded a map, hereinafter referred to as the "Map", which Map may be filed in whole or in part and if filed in part shall be supplemented as necessary, depicting thereon:

- (a) The legal description of the Property and a survey thereof;
- (b) The linear measurements and location, with reference to the exterior boundaries of said land, of the Building(s) and all improvements built on said land;
- (c) Floor plans and elevation plans of the Building(s) showing the location, the designation and the linear dimensions of each Unit, and the designation of all of the Limited Common Elements;
- (c) The elevations of the unfinished interior surfaces of the floors and ceilings as established from a datum plan, and the linear measurements showing the thickness of the perimeter and common walls of the Building.

The Map, and any supplement(s) thereto, shall contain a statement of an architect, engineer or registered land surveyor certifying that the Map fully and accurately depicts the layout, measurements and location of all of the Building(s) and improvements, the Unit designations, and dimensions of such Units and the elevations of the floors and ceilings. Declarant hereby reserves unto itself and the Board, the right, from time to time, without the consent of any Owner or Mortgagee being required, to amend the Map and supplement(s) thereto, to conform the Map and the actual location of any of the constructed improvements, to establish, vacate and relocate utility easements, access road easements and carports or parking spaces, and to establish certain Common Elements as Limited Common Elements.

In interpreting any and all provisions of this Declaration or the Bylaws, subsequent to deeds to and/or Mortgages of Condominium Units, the actual location of a Unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered, notwithstanding any minor deviations from the location of such Unit indicated on the Map. 13

3. Division Into Units. Declarant does hereby submit the Project to condominium ownership pursuant to the Colorado Condominium Ownership Act and the Project is hereby initially divided into twenty-eight (28) Condominium Units, each consisting of a separate fee simple estate in a particular Individual Air Space Unit, and an appurtenant undivided fee simple interest in the Common Elements. The undivided interest in the Common Elements appurtenant to each Condominium Unit is determined by a fraction, the numerator of which shall be the Minimum Undivided Interest of each particular Condominium Unit (as set forth in Exhibit 5 attached hereto and incorporated herein by reference) and the denominator of which shall be the total of all Minimum Undivided Interests. The allocation of Minimum Undivided Interests among Condominium Units is based upon the two (2) primary floor plans or Series of Condominium Units offered by the Declarant. Except as specifically set forth in Exhibit 5, all Condominium Units in the "Sandalwood" or "G" Series, (including, but not limited to Condominium Units with two bedrooms and two and one-half baths and Units with two bedrooms and one and one-half baths) have been allocated Minimum Undivided Interests of .0111735, and Condominium units in the "Sage" or "S" Series (including, but not limited to one bedroom Units with lofts and one and one-half baths; two bedroom Condominiums with one and one-half baths; and two bedroom Units with two and one-half baths) have been allocated Minimum Undivided Interests of .0083798. The allocation of Minimum Undivided Interests as set forth above is based upon anticipated, but not obligatory construction of twenty-two (22) Units in the "Sandalwood" or "G" Series and ninety (90) Units in the "Sage" or "S" Series.

The initial undivided interest in the Common Elements appurtenant to each Condominium Unit is as set forth on Exhibit 3 attached hereto and incorporated herein by reference. However, the number of Condominium Units and such undivided interest of each Unit Owner in the Common Elements may be modified by annexations to the Project pursuant to Paragraph 33 hereof.

4. Right to Combine Units. Declarant hereby reserves the right to physically combine the area or space of one Unit with the area or space of one or more adjoining Units; provided, however, that Declarant shall not exercise said right without the written consent of any first Mortgagee having an

interest in said Units. In the event of any such physical combining of Units to create a combined Unit, such combined Unit shall also include the combining of the fixtures and improvements and of the undivided interests in Common Elements, and the Minimum Undivided Interest appurtenant to the Units so combined. Declarant hereby reserves the right to designate and convey to any purchaser of any such combined Unit, as additional Limited Common Elements appurtenant thereto, any walls, floors or other structural separations between the Units so combined, or any space which would be occupied by such structural separations but for the combination of such Units; provided, however, that such walls, floors or other structural separations or such space shall automatically become General Common Elements if the combined Units become subject to separate ownership in the future. Upon any combination of Units as provided for herein, the Owner(s) of the combined Units shall have the same number of votes as of the number of Units so combined, and shall be personally obligated for each of the separate assessment obligations of all combined Units. Upon the partial or complete separation of any combined Unit, the Owner(s) of each separate Unit or combination thereof shall have the right to one vote for each Unit, and shall be personally obligated for only those assessment obligations pertaining to each such Unit. This reserved right in Declarant shall terminate upon the sale of all of the Condominium Units within the Project to third party purchasers or December 31, 1989, unless amended by Declarant, whichever event first occurs.

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5. Limited Common Elements. Subject to the definition thereof, the Limited Common Elements shall be identified herein or on the Map and designated as appurtenant to a particular Condominium Unit herein or on the Map or in a deed from the Declarant. Any balcony, porch, patio or fireplace which is accessible from, associated with and which adjoins a Unit, and deck or yard areas, carports, and parking spaces identified as Limited Common Elements on the Map and designated as appurtenant to a particular Condominium Unit, shall, without further reference thereto, be used in connection with the Unit to which it is appurtenant, to the exclusion of the use thereof by the other Owners, except by invitation.

6. Inseparability of a Condominium Unit. An Owner's undivided interest in the General Common Elements and in any appurtenant Limited Common Elements shall not be separated from the Unit to which they are appurtenant and shall be deemed to be conveyed or encumbered with the Unit even though the interest is not expressly mentioned or described in a deed or other instrument.

7. Description of Condominium Unit.

7.1 Every contract for the sale of a Condominium Unit written prior to the filing for record of the Map and this Declaration may legally describe a Condominium Unit by its identifying Condominium Unit (and the Building, if appropriate) followed by the words "Quailridge Townhome Condominiums", with further reference to the Map thereof to be Recorded and this Declaration to be Recorded and with further reference to the parking space(s) and/or garage(s) appurtenant to such Condominium Unit. Upon Recordation of the Map and this Declaration, such description shall be conclusively presumed to relate to the therein described Condominium Units.

7.2 Every deed, lease, Mortgage, will or other instrument shall legally describe a Condominium Unit by its identifying Condominium Unit number (and Building designation, if appropriate) as follows:

Condominium Unit No. _____, Building _____,
Quailridge Townhome Condominiums, in
accordance with and subject to the
Declaration of Covenants, Conditions and
Restrictions of The Quailridge Townhome
Condominiums recorded on _____, 19____, and
Map recorded on _____, 19____,
County of Jefferson, State of Colorado,
together with the right to the exclusive use
of parking space(s) no. _____ and/or
garage(s) no. _____.

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 undivided interest in Common Elements and the right to the use of the Limited Common Elements appurtenant thereto. Each such description shall be construed to include: a non-exclusive easement for ingress and egress throughout and for use of the Common Elements which are not Limited Common Elements; the right to the exclusive use of the appurtenant Limited Common Elements; and the other easements, obligations, limitations, rights, encumbrances, covenants, conditions and restrictions created in this Declaration. The undivided interest in the Common Elements appurtenant to any Condominium Unit shall be deemed conveyed or encumbered with that Condominium Unit, even though the legal description in the instrument conveying or encumbering said Condominium Unit may only refer to the title to that Condominium Unit.

7.3 The reference to the Map and Declaration in any instrument shall be deemed to include any supplement(s) or amendment(s) to the Map or Declaration, without specific reference(s) thereto.

8. No Partition. The Common Elements shall be owned in common among all of the Owners and shall remain undivided, and no Owner or any other Person shall bring any action for partition or division of the Common Elements. By acceptance of a deed or other instrument of conveyance or assignment, each Owner shall be deemed to have specifically waived his right to institute and/or maintain a partition action or any other cause of action designed to cause a division of the Common Elements, and this paragraph may be pleaded as a bar to the maintenance of any such action. Any Owner who shall institute or maintain any such action shall be liable to the Association and hereby agrees to reimburse the Association for the Association's costs, expenses, and reasonable attorneys' fees in defending any such action. Notwithstanding the foregoing, each Owner shall be allowed to bring an action for partition amongst the Owners of his Condominium Unit; provided, however, that such partition action must take the form of a sale of the entire Condominium Unit with a subsequent division of the proceeds of the sale among the parties. Partition in kind shall not be allowed, and each Owner hereby expressly waives any and all rights of partition in kind that he may have by virtue of ownership of a Condominium Unit.

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9. Separate Taxation. Each Condominium Unit shall be deemed to be a parcel and shall be subject to separate assessment and taxation by each assessment unit and special district for all types of taxes authorized by law, including ad valorem levies and special assessments. Neither the Building(s), the Property nor any use of the Common Elements shall be deemed to be a parcel. The lien for taxes assessed to any Condominium Unit shall be confined to that Condominium Unit. No forfeiture or sale of any Condominium Unit for delinquent taxes, assessments or other governmental charges shall divest or in any way affect the title to any other Condominium Unit. In the event that such taxes or assessments for any year are not separately assessed to each Owner, but rather are assessed on the Property as a whole, then each Owner shall pay his undivided share thereof in accordance with his interest in the Common Elements, and, in said event, such taxes or assessments shall be a Common Expense. Without limiting the authority of the Board provided for elsewhere herein, the Board shall have the authority to collect from the Owners their proportionate share of taxes or assessments for any year in which taxes are assessed on the Property as a whole.

10. Title. A Condominium Unit may be held and owned by more than one Person as joint tenants or as tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Colorado.

11. Certain Work Prohibited. No Owner shall undertake any work in his Unit which would jeopardize the soundness or safety of the Project, reduce the value thereof or impair an easement or hereditament thereon or thereto, nor shall any Owner enclose, by means of screening or otherwise, any balcony, yard, deck, patio or porch which is accessible from, associated with and which adjoins a Unit, without having first obtained the prior written approval of the Board (which approval may be withheld for any reason whatsoever) with respect to the materials, plans and specifications for such enclosure. Structural alterations shall not be made by an Owner to the exterior portions of his Unit or to the Building(s) or in the water, gas or steam pipes, electric conduits, plumbing or other fixtures connected therewith, nor shall an Owner remove any additions, improvements or fixtures from the Building(s) without the prior written approval of the Board (which approval may be withheld for any reason whatsoever) first having been obtained.

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12. Liens Against Condominium Units and Common Elements for Labor Performed or Materials Furnished.

12.1 Mechanic's Liens: No labor performed or materials furnished for use and incorporated in any Condominium Unit with the consent or at the request of the Owner thereof or his agent, contractor or subcontractor, shall be the basis for the filing of a mechanic's lien against a Condominium Unit or other property of any other Owner not expressly consenting to or requesting the same, or against any interest in the Common Elements other than the undivided interest therein appurtenant to the Condominium Unit of the Owner for whom such labor has been performed or such materials furnished, except that express consent shall be deemed to have been given by the Owner of any Condominium Unit to the Managing Agent or the Board in the case of emergency repairs. Labor performed or materials furnished for the Common Elements, if duly authorized by the Managing Agent or the Board of Directors in accordance with the Declaration or Bylaws, shall be deemed to have been performed or furnished with the express consent of each Owner and may be the basis for the filing of a mechanic's lien pursuant to law against each of the Condominium Units in the Project.

12.2 Removal of Mechanic's Lien: In the event a mechanic's lien is perfected against two or more Condominium Units, the Owner of each Condominium Unit may remove his

individual Unit from said lien by payment of the fractional or proportional amount attributable to his own Unit. Individual payment shall be computed by reference to the Unit's percentage ownership interest in the Common Elements. Subsequent to payment, discharge or other satisfaction, the Condominium Unit shall be released from the lien so proportionately paid, satisfied or discharged. Partial payment, satisfaction or discharge shall not prevent the lienor from proceeding to enforce his rights against any Condominium Unit not so released or discharged.

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12.3 Indemnifications: Each Owner shall indemnify and hold harmless each of the other Owners and the Association from and against liability or loss arising from the claim of any lien against the Condominium Unit or against the Common Elements, or any part thereof, of any other Owner for labor performed or for materials furnished in work on such Owner's Condominium Unit. At the written request of any other Owner, the Association shall enforce such indemnity by collecting from the Owner of the Condominium Unit on which the labor was performed or materials furnished the amount necessary to discharge any such lien and all costs incidental thereto, including reasonable attorney's fees, and obtain a discharge of such lien. If not promptly paid, the Association may proceed to collect the same in the manner provided herein for collection of assessments for the purpose of discharging the lien.

12.4 Other Liens: Declarant states in accordance with the requirements of the Colorado Condominium Ownership Act, that it is possible that liens other than mechanic's liens, assessment liens and tax liens, may be obtained against the Common Elements, including judgment liens and Mortgage liens.

13. Use and Occupancy of Units. Each Owner shall be entitled to the exclusive ownership and possession of his Unit. Each Unit shall be used for residential purposes only, and no Unit shall be occupied for living or sleeping purposes by more persons than it was designed to accommodate safely. For the purpose of the foregoing sentence, each Unit shall be deemed to have been designed to accommodate safely a maximum of two permanent occupants per bedroom. No Unit shall be used at any time for any business or commercial activity, except as follows:

13.1 the Owner thereof may lease or rent such Unit for private residential or living purposes (subject to Paragraph 28.9 hereafter);

13.2 Declarant or its nominee or agents may use any Unit(s) as a model or sales unit until all Condominium Units owned by Declarant are sold; and

13.3 the Association shall have the right, but not the obligation, to purchase, own, or lease any Condominium Unit as a residence or office for a manager, building superintendent, or engineer, and the Association may also maintain offices within the General Common Elements. 19

14. Use of General and Limited Common Elements.

14.1 Each Owner may use the General Common Elements and his appurtenant Limited Common Elements in accordance with the purposes for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners. The Association and/or the Board may from time to time adopt rules and regulations governing the use of General and Limited Common Elements, but such rules and regulations shall be uniform and non-discriminatory. Each Owner, by the acceptance of his deed or other instrument of conveyance or assignment, agrees to be bound by any such adopted rules and regulations.

14.2 Declarant reserves and is hereby granted the right to assign parking spaces, storage spaces and/or garage spaces as Limited Common Elements as hereinafter set forth. At the closing of the sale of a Condominium Unit by Declarant, Declarant may assign to the new Owner the exclusive right to use, occupy and enjoy such parking spaces, storage spaces and/or garage spaces as Limited Common Elements, which assignment shall be set forth in said Owner's warranty deed or such other written instruments as Declarant may utilize. The Association shall keep a permanent record of all parking spaces, storage spaces and/or garage spaces which are assigned as Limited Common Elements to each Condominium Unit. In the event any parking spaces, storage spaces and/or garage spaces have not been assigned by December 31, 1989, the right of Declarant to assign the same shall terminate and thereafter be vested solely in the Association, which shall have the right to lease, rent or further assign such parking spaces, storage spaces and/or garage spaces to Owners. Declarant reserves the right to reassign or substitute any parking space or garage space during periods of construction.

15. Various Rights and Easements.

15.1 Owner's Rights in Limited Common Elements:
Subject to the other provisions of this Declaration, each Owner, his family and Guests, shall have an exclusive right to use and enjoy the Limited Common Elements designated herein, in

the Map or in the initial deed from Declarant as appurtenant to the Condominium Unit owned by such Owner.

15.2 Association Rights: The Association, the Board and the Managing Agent shall have a non-exclusive right and easement to make such use of and to enter into or upon the General Common Elements, any Limited Common Elements and the Units as may be necessary or appropriate for the performance of the duties and functions which they are obligated or permitted to perform under this Declaration. 20

15.3 Easements for Access, Support and Utilities: Each Owner shall have a non-exclusive easement for access between his Unit and the roads and streets adjacent to the Project and the roads, streets and driveways in the Project, over and on the halls, corridors, stairs, walks, bridges and exterior access and other easements which are part of the General Common Elements. Each Owner shall have a non-exclusive easement in, on and over the General Common Elements, including the General Common Elements within the Unit of another Owner, for horizontal and lateral support of the Unit which is part of his Condominium Unit, for utility service to that Unit, including but not limited to, water, sewer, gas, electricity, telephone and television service and for the release of smoke, arising from any fireplace within a Unit, through the flue leading therefrom.

15.4 Easements for Encroachments: If any part of the Common Elements encroaches or shall hereafter encroach upon a Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Elements, or upon another Unit, the Owner of that Unit shall and does have an easement for such encroachment and for the maintenance of same. Such encroachments shall not be considered to be encumbrances either on the Common Elements or on a Condominium Unit for purposes of marketability of title or otherwise. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the Building(s), by error in the Map, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

15.5 Easements for Repairs, Maintenance and Emergencies: Some of the General Common Elements are or may be located within a Unit or may be conveniently accessible only through a particular Unit. The Association, Board and Managing Agent and each Owner shall have an easement, which may be exercised on behalf of any Owner by the Association, the Board

or the Managing Agent, as his agent, for access through each Unit and to all Common Elements, from time to time, during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements located therein necessary to prevent damage to the Common Elements or to another Unit. Non-emergency repairs shall be made only during regular business days after at least twenty-four (24) hours' notice to the occupants of the Unit wherein such repairs are to be made, except where the occupants have no objections, after notice, to earlier entry for repairs. In emergency situations, the occupants of the effected Unit shall be warned of impending or completed entry as early as is reasonably possible. Damage to the interior or any part of a Unit resulting from the maintenance, repair, emergency repair or replacement of any of the Common Elements, or as a result of emergency repairs within another Unit, at the instance of the Association, the Board or the Managing Agent, shall be a Common Expense of all of the Owners. No diminution or abatement of Common Expense assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements or from action taken to comply with any law, ordinance or order of any governmental authority. Restoration of the damaged improvements shall be to substantially the same condition in which they existed prior to the damage. Notwithstanding the foregoing, if any such damage is the result of the carelessness or negligence of any Owner, then such Owner shall be solely responsible for the costs and expenses of repairing such damage. 2/

15.6 Easements Deemed Appurtenant: The easements, uses and rights herein created for an Owner shall be appurtenant to the Condominium Unit of that Owner and all conveyances of and other instruments affecting title to a Condominium Unit shall be deemed to grant and reserve the easements, uses and rights as are provided for herein, even though no specific reference to such easements, uses and rights appears in any such conveyance.

15.7 Emergency Easement: A non-exclusive easement for ingress and egress is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons, now or hereafter servicing the Project, to enter upon all streets, roads and driveways located in the Project, and upon the Property, in the performance of their duties during emergencies.

15.8 Easements for Drainage: An easement is hereby granted to the Association, its officers, agents, employees, successors and assigns to enter upon, across, over, in and under any portion of a Condominium Unit or of the Common

Elements for the purpose of changing, correcting or otherwise modifying the drainage of the Property so as to improve the drainage of water on the Property.

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16. Owner's Maintenance Responsibility. For purposes of maintenance, repair, alteration and remodeling, an Owner shall be deemed to own and shall have the right and obligation to maintain, repair, alter and remodel, the interior non-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) making up the finished surfaces of the perimeter walls, ceilings and floors within the Unit and the Unit's doors and windows, including any patio, balcony, yard or deck enclosure. No Owner shall, however, make any changes or alterations of any type or kind to the exterior surfaces of the doors or windows to his Unit nor to any Common Elements (including, but not limited to, the exterior portions of his Unit). The Owner shall not be deemed to own lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") running through his Unit which serve one or more other Units, except as a tenant in common with the other Owners. Each Owner shall have the obligation to replace any finishing or other materials removed with similar or other types or kinds of materials. An Owner shall maintain and keep in good repair and in a clean, safe, attractive and slightly condition the interior of his Unit, including the fixtures, doors and windows thereof and the improvements affixed thereto, and such other items and areas as may be required in the Bylaws or by the Association. Also, an Owner shall maintain, clean and keep in a neat and clean condition the fireplace within his Unit, any air conditioning equipment or condensor servicing his Unit, the deck, yard, porch, balcony and/or patio area adjoining and/or leading to a Unit or located between the garage and the Unit, if any, which areas are Limited Common Elements appurtenant to such Owner's Condominium Unit. All fixtures, appliances and equipment installed within a Unit commencing at a point where the utilities enter the Unit shall be maintained and kept in repair by the Owner thereof. If any Owner fails to carry out or neglects the responsibilities set forth in this paragraph, the Board or the Managing Agent may fulfill the same and charge such Owner therefor. Any expense incurred by an Owner under this paragraph shall be the sole expense of said Owner.

17. Compliance With Provisions of the Declaration, Articles and Bylaws of the Association. Each Owner shall comply strictly with, and shall cause each of his Guests and/or lessees to comply strictly with, all of the provisions of this Declaration and the Articles and Bylaws, and the decisions,

rules, regulations and resolutions of the Association or the Board adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for imposition of such reasonable fines or other charges as the Association may determine, for an action to recover sums and/or fines or other charges due and for damages or injunctive relief or both, along with costs of suit and reasonable pre-judgment and post-judgment attorney's fees, maintainable by the Managing Agent or Board of Directors in the name of the Association on behalf of the Owners, or, in a proper case, by an aggrieved Owner.

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18. The Association.

18.1 General Purposes and Powers: The Association, through the Board or the Managing Agent, shall perform functions and hold and manage property as provided in this Declaration so as to further the interests of Owners of Condominium Units in the Project. It shall have all powers necessary or desirable to effectuate such purposes.

18.2 Membership: The Owner of a Condominium Unit shall automatically become a member of the Association. Said membership is appurtenant to the Condominium Unit of said Owner and shall automatically pass with fee simple title to the Condominium Unit. Each Owner shall automatically be entitled to the benefits and subject to the burdens relating to the membership for his Condominium Unit. If the fee simple title to a Condominium Unit is held by more than one Person, each Owner of a Condominium Unit shall be a member of the Association. Memberships in the Association shall be limited to Owners of Condominium Units in the Project.

18.3 Board of Directors: The affairs of the Association shall be managed by the Board of Directors which may by resolution delegate any portion of its authority to an executive committee, or to a director or Managing Agent for the Association. Prior to delegation by the Board of any portion of its authority to manage the affairs of the Association to a Managing Agent, such Managing Agent shall submit evidence of its own insurance as provided for hereinafter. There shall be not less than three (3) nor more than ten (10) members of the Board of Directors, the specific number to be set forth from time to time in the Bylaws, all of whom shall be Owners elected by Owners. Notwithstanding anything to the contrary provided for herein, however, until one hundred twenty (120) days after Declarant has conveyed seventy-five percent (75%) of the Condominium Units to Owners, or until December 31, 1989, unless amended by Declarant, whichever event shall first occur, the

members of the Board of Directors shall be appointed by Declarant, its successors or assigns.

18.4 Voting Rights of Owners: The Owner or Owners of each Condominium Unit shall be entitled to one vote for each such Condominium Unit owned by said Owner or Owners.

18.5 Bylaws and Articles: The purposes and powers of the Association and the rights and obligations with respect to Owners set forth in this Declaration may and shall be amplified by provisions of the Articles and Bylaws of the Association.

18.6 Merger or Consolidation: Subject only to the prior written approval of the Veterans Administration after the successor condominium regime has been legally established and construction completed, the Association may participate in mergers and/or consolidations with other nonprofit corporations, associations, trusts or organizations upon the assent of two-thirds (2/3) of the Owners.

19. Certain Rights and Obligations of the Association.

19.1 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 each Owner in the 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 Common Elements. The acceptance by any Person of any interest in any Condominium Unit shall constitute an appointment of the Association as attorney-in-fact as provided above and hereinafter. The Association is hereby granted all of the powers necessary to govern, manage, maintain, repair, rebuild, administer and regulate the Project and to perform all of the duties required of it. Notwithstanding the above, but subject to the provisions of Paragraphs 8, 29 and 30 and subsection 31.2 hereof, unless at least two-thirds (2/3) of the first Mortgagees of Condominium Units, and at least two-thirds (2/3) of the Owners (excluding Declarant) have given their prior written approval, the Association shall not be empowered or entitled to:

19.1.1 by act or omission, seek to abandon or terminate the Project;

19.1.2 change the pro rata interest or obligations of any individual Condominium Unit for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; provided, however, that the foregoing restriction shall not limit the Declarant's annexation rights under this Declaration;

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19.1.3 Partition or subdivide any Condominium Unit;

19.1.4 by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer (excluding the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements) any of the General or Limited Common Elements; provided, however, that the foregoing restriction shall not prejudice Declarant's annexation rights under this Declaration;

19.1.5 use hazard insurance proceeds for loss to the improvements (whether Units or Common Elements) for other than repair, replacement or reconstruction of such improvements.

19.2 Maintenance of Common Elements: The Association shall provide for the care, operation, management, maintenance, repair and replacement of the Common Elements, except as provided for in Paragraph 16 herein. Without limiting the generality of the foregoing, said obligations shall include the keeping of such Common Elements in good, clean, attractive and sanitary condition, order and repair; removing snow and any other materials from such Common Elements which might impair access to the Project or the Units; keeping the Project safe, attractive and desirable; and making necessary or desirable alterations, additions, betterments or improvements to or on the Common Elements.

19.3 Other Association Functions: The Association may undertake any activity, function or service for the benefit of or to further the interests of all of the Owners on a self-supporting, special assessment or common assessment basis. Such activities, functions or services may include the providing of police or similar security services, the providing of garbage and trash collection services, the providing of

firewood, and the providing of maid and cleaning service for individual Units.

19.4 Labor and Services: The Association:

19.4.1 may obtain and pay for the services of a Managing Agent to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any Person with whom or which it contracts;

19.4.2 may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration; and

19.4.3 may arrange with others to furnish lighting, heating, water, trash collection, sewer service and other common services.

Any agreement for professional management of the Project, or any other contract providing for services of the developer, sponsor, or builder, may not exceed one (1) year. Any such agreement shall provide for termination by either party with or without cause and without payment of termination fee on thirty (30) days' written notice.

19.5 Property of Association: The Association may pay for, acquire and hold or lease real property (for the purpose set forth in Paragraph 13 herein) and tangible and intangible personal property and may dispose of the same by sale or otherwise. Subject to the rules and regulations of the Association, each Owner and each Owner's family and Guests may use such property. Upon termination of condominium ownership of the Project and dissolution of the Association, if ever, the beneficial interest in any such property shall be dedicated, granted, conveyed and/or assigned as provided for in the Articles of Incorporation of the Association. A transfer of a Condominium Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the other

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Owners. The transfer of title to a Condominium Unit under foreclosure shall entitle the purchaser to the beneficial interest in such property associated with the foreclosed Condominium Unit.

19.6 Association's Right to Lease and Grant Easements, Licenses and Permits on the General Common Elements: The Association shall have the right to lease and grant easements, licenses or permits over any portion of the General Common Elements or any Condominium Unit owned by the Association (which Condominium Unit may be purchased from the Declarant as provided in Paragraph 13 hereinabove) for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the project. The rights granted to the Association in this subparagraph shall be used only in the promotion of the collective best interests of the Owners. 27

19.7 Mortgagee Notification: The Association shall notify each first Mortgagee of any Proposed amendment of the Association's Articles or Bylaws or any change in the Association's Managing Agent at least ten (10) days prior to the effective date of such amendment or change. Further, upon the written request of any first Mortgagee, such first Mortgagee shall be entitled to receive the most recent annual financial statement of the Association and written notice of all meetings of the Association and such first Mortgagee shall have the right to designate a representative to attend any such meeting.

19.8 Enforcement by the Association: The Board may impose fines, charges or penalties on an Owner and said Owner's Unit, suspend any Owner's voting rights in the Association or the right of an Owner to use the recreational facilities of the Project during any period or periods during which such Owner fails to comply with the Association's rules and regulations, or with any other obligations of such Owner under this Declaration. The Association or any aggrieved Owner may also take judicial action against any other Owner or the Association to enforce compliance with such rules, regulations or other obligations contained herein or in the Bylaws or to obtain damages for noncompliance therewith, all to the extent permitted by law and as provided herein.

19.9 Membership of the Board: The Board of Directors may, from time to time, record a certificate of the identity and the mailing addresses of the persons then comprising the Board of Directors, together with the identity and address of the Managing Agent, if any. Such certificate shall be conclusive evidence of such identity, in favor of any

Person relying thereon in good faith, regardless of the time elapsed since the date of such recording.

19.10 Audit of Association: In the event the Project contains fifty (50) or more Condominium Units, the Association shall be required to cause a complete audit to be made of its books and records by a competent certified public accountant if a first Mortgagee or the holder, insurer or guarantor of any first Mortgage submits a written request for such an audit. Upon such written request for an audited financial statement for a preceding fiscal year, the Association shall cause an audit to be performed, shall bear the cost thereof, and shall provide copies of the audited statements of the Association to the Mortgagee or the holder, insurer or guarantor of any first Mortgage making such request.

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In the event the Project contains fewer than fifty (50) Condominium Units and a complete audit of the Association's books and records by a competent certified public accountant is not available, any Mortgagee or holder of a Mortgage shall be allowed to have an audit performed and audited statements of the Association prepared at its own expense.

19.11 Implied Rights: The Association shall have and may exercise any right or privilege given to it expressly by this Declaration or the Articles or Bylaws, or reasonably to be implied by law, or which may be necessary or desirable to fulfill its duties, obligations, rights or privileges.

20. Assessments for Common Expenses.

20.1 Annual Assessments: Annual assessments for the payment by the Association of Common Expenses shall be determined by the Board of Directors or Managing Agent, if any, for each calendar year approximately one month prior to the commencement of a new calendar year. An itemized statement showing the various estimated Common Expenses shall then be prepared and delivered or mailed to each Owner each year by the Board of Directors or Managing Agent, if any. The assessments made for Common Expenses shall be based upon the aggregate sum determined by the Board of Directors or Managing Agent, if any, deemed to be required for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Elements, which may include, among other things: expenses of management; taxes and special assessments, until separately assessed; premiums for insurance of the types and kinds provided for hereinafter; landscaping and care of grounds; common lighting and heating; costs of master metered utilities; repairs and renovations; trash collections; wages; water and sewer charges; legal and accounting fees; capital

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expenditures made by the Board not exceeding Fifty Thousand Dollars (\$50,000.00) in any one calendar year (unless a greater amount is approved by Owners owning a majority interest in the Common Elements); expenses and liabilities incurred by the Managing Agent or Board of Directors under or by reason of this Declaration; deficits remaining from previous calendar years; and other costs and expenses relating to the Common Elements. Except as herein provided, the Limited Common Elements shall be maintained as Common Elements and Owners having the exclusive use thereof shall not be subject to any special charges or assessments.

20.2 Special Assessments: The Board of Directors shall not have the right or authority, during any calendar year, to levy or assess against all of the Owners special assessments in a total amount exceeding Fifty Thousand Dollars (\$50,000.00), unless and until Owners with a majority interest in the Common Elements first approve such expenditure and authorize a special assessment therefore. All special assessments shall be for such purpose or purposes, in accordance with this Declaration, the Articles or Bylaws, as may be necessary to keep and maintain the Project as a first class residential property.

20.3 Personal Obligation: Each Owner, by acceptance of a deed or other instrument of transfer of his Condominium Unit (whether or not it shall be so expressed in such deed or other instrument of transfer), shall be personally obligated and is deemed to personally covenant and agree, jointly and severally, with all other Owners and with the Association, and hereby does so covenant and agree to pay all annual and special assessments imposed by the Board of Directors to meet the Common Expenses, such assessments to be established and collected as hereinafter provided. All assessments shall be allocated proportionately among the Condominium Units within the Project approximately according to each Unit's Minimum Undivided Interest as set forth in Exhibit 5 attached hereto and incorporated herein by reference.

Each Owner shall also be obligated to pay all charges for any separately metered utilities servicing his Unit.

20.4 Monthly Assessments: Annual assessments for the estimated Common Expenses shall be due monthly, in advance, on the first day of each month. Special assessments may be due in full upon assessment, or may be due in as many monthly installments as the Board may determine, in its sole discretion. Monthly payments of assessments shall be prorated if the ownership of a Condominium Unit commences on a day other than the first day of a month.

20.5 Working Capital: It shall be mandatory for the Board of Directors or Managing Agent, if any, to establish, out of the monthly installments to the annual assessment, a contingency or working capital fund for the repair, replacement and maintenance of those Common Elements that must be replaced periodically.

20.6 No Waiver: The omission or failure of the Board of Directors or the Managing Agent, if any, to fix the annual assessment for any period of time shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay same. 30

20.7 Right of Inspection: Any Owner or first Mortgagee may, pursuant to Colo. Rev. Stat. §38-33-107 (1973, as amended), inspect the Association's records of receipts and expenditures at any reasonable time during convenient weekday business hours. Further, any Owner or first Mortgagee of such Owner shall be furnished a statement of account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner, upon ten (10) days' notice to the Board of Directors or Managing Agent, if any, and upon payment of a reasonable fee, not to exceed Twenty Dollars (\$20.00).

20.8 Discretion to Disburse: At the end of any calendar year, the Board of Directors may, but shall not be required to, refund to each Owner his proportionate share of funds then held by the Association which are not deemed to be necessary to meet the Common Expenses.

20.9 Exemptions: No Condominium Unit owned by Declarant shall be subject to assessment until such time as a certificate of occupancy for such Unit is issued by the appropriate governmental authority, until such time as such authority completes its final inspection, whichever occurs latest, at which time such Unit shall become subject to assessment at the rate of twenty-five percent (25%) of the annual and special assessments otherwise applicable to such Unit, until conveyance, leasing, or occupancy of such Unit, whichever first occurs, at which time such Unit shall be subject to the same annual and special assessments as are applicable to a Condominium Unit. If the annual and special assessments levied by the Association as provided for herein shall not be sufficient in amount to allow the Association to reasonably maintain the Common Elements in a good, clean, attractive and sanitary condition, order and repair, then the Declarant shall be responsible for the payment of such additional assessments as may be necessary to so maintain the Common Elements; provided, however, that the foregoing shall not be interpreted to require Declarant to pay more in total

assessments under this Section than the assessments it would have paid for Condominium Units owned by it had Declarant not been entitled to a reduced assessment rate; or require Declarant to establish, or to pay over to the Association to establish, reserves or reserve accounts for such maintenance of the Common Elements. The foregoing covenant of Declarant to subsidize the Association shall automatically terminate, expire and become null and void one (1) year after the Declarant has conveyed seventy-five percent (75%) of the Condominium Units, or December 31, 1989, whichever first occurs.

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21. Working Capital. Upon conveyance of a Condominium Unit, the Association shall require each new Owner, other than Declarant, to deposit with the Association an amount not less than two (2) times and not greater than six (6) times the amount of the estimated monthly installment of the annual assessment, which sum shall be held in a segregated fund by the Association or Managing Agent as a reserve to be used for working capital. Such payment shall not relieve an Owner from making the regular monthly installment of the annual assessment as the same comes due. Upon the transfer of his Condominium Unit, an Owner shall be entitled to a credit from his transferee for any unused portion thereof.

22. Additions, Alterations and Improvements to the General and Limited Common Elements. There shall be no capital additions, alterations or improvements, of or to the General or Limited Common Elements by the Association requiring expenditure(s) in excess of Fifty Thousand Dollars (\$50,000.00) in any one (1) calendar year without prior approval by the Owners owning a majority interest in the Common Elements, except in the event of an emergency; the limitations set forth above shall not apply to any expenditures made by the Association for maintenance and repair of the Common Elements as set forth in Paragraph 19 hereof, or for repair in the event of damage, destruction or condemnation as provided in Paragraphs 29 and 30 hereof.

23. Insurance.

23.1 The Board of Directors or the Managing Agent shall obtain and maintain at all times, to the extent obtainable, policies of insurance, written with financially responsible and able companies licensed to do business in Colorado, covering the risks set forth below. The types of coverages to be obtained and risks to be covered are as follows, to wit:

23.1.1 Insurance against loss or damage by fire and lightning, and such other

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hazards as are customarily covered in condominium projects in the County of Jefferson, Colorado, under extended coverage and all risk endorsements. Said casualty insurance shall insure the entire Project and any property, the nature of which is a Common Element (including all of the Units and the fixtures therein initially installed or conveyed by the Declarant, but not including improvements, fixtures, decorating, furniture, furnishings, appliances, or other personal property supplied by or installed by 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, which shall provide that the loss, if any, thereunder, shall be payable to the Association for the use and benefit of such first Mortgagees as their interests may appear.

23.1.2 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 first Mortgages on the Condominium Units comprising the Project.

23.1.3 Public liability and property damage insurance in such limits as the Board or Managing Agent may from time to time determine, but not in an amount less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) per injury, per person, per occurrence and 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. All liability insurance shall name the Association, the Board, the Owners and the officers of the Association as insureds thereunder. If there are steam boilers in operation on the Project, there must be in force boiler explosion insurance providing for not less than Two Hundred Thousand Dollars (\$200,000.00) per accident per location.

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23.1.4 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.

23.1.5 Fidelity coverage against dishonesty of employees or any other person and/or the Managing Agent, if any, handling funds of the Association, 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, as well as all persons who serve the Association for compensation, including the Managing Agent if such coverage or bond for the same is available. Such fidelity bonds should name the Association as obligee and be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual operating expenses of the Condominium Project, including reserves. Further, the Managing Agent, if any, shall be insured to the same extent as the Association, and shall submit evidence of coverage to Association.

23.1.6 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 insurance for comprehensive automobile liability, bailee's liability, elevator liability, garage keeper's liability, host liquor liability, contractual liability, plate or other glass and for any personal property of the Association.

23.2 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 Owners, first Mortgagees and the Association. If requested, duplicate originals of all policies and renewals thereof, together with proof of payments of premiums, shall be delivered to all first Mortgagees at least ten (10) days prior to expiration of the then current policies. All casualty insurance shall be carried in blanket form naming the Association as the insured, as attorney-in-fact for all of the Owners and first Mortgagees, as their interests may appear, which policy or policies shall identify the interest of each Owner (Owner's name and Condominium Unit number designation) and first Mortgagee. 34

23.3 Prior to obtaining any policy of casualty insurance or renewal thereof, pursuant to the provisions of this insurance paragraph, 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 by a person knowledgeable about replacement costs, and each first Mortgagee, if requested, 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 currently determined maximum replacement value.

23.4 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 Owners.

23.5 Insurance coverage on improvements and fixtures installed by an Owner and 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 Unit 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.

23.6 In the event that there shall be any damage, destruction or loss to a Unit which exceeds One Thousand Dollars (\$1,000.00) or any damage, destruction or loss to the Common Elements which exceeds Ten Thousand Dollars (\$10,000.00), then notice of such damage or loss shall be given by the Association to the first Mortgagee of said Condominium Unit within ten (10) days after the occurrence of such event. 35

23.7 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.

24. Non-Payment of Assessments.

24.1 Liquidated Damages: If any assessment shall remain unpaid after ten (10) days after the due date thereof, the Board of Directors or Managing Agent may impose a liquidated damages charge on such defaulting Owner in an amount not exceeding Twenty Dollars (\$20.00) to cover the extra costs and expenses involved in handling such delinquent assessments.

24.2 Assessment Lien: All sums assessed by the Association or due the Association from an Owner pursuant to the provisions of this Declaration (such as, but not limited to, fines and other charges for infractions and violations of covenants herein contained or of any rules or regulations adopted by the Association) shall constitute a perpetual and continuing lien on each Condominium Unit and this Declaration shall serve as record notice of said lien, which lien shall be superior and prior to all other liens and encumbrances, excepting only:

24.2.1 Tax and special assessment liens on the Condominium Unit in favor of any governmental assessing entity, and

24.2.2 The lien of any purchase money loan evidenced by a first Mortgage of record (including deeds of trust) and to any executory land sales contract wherein the Administrator of Veterans Affairs (Veterans Administration) is seller, whether such contract is owned by the Veterans Administration or its assigns, and whether such contract is recorded or not. Sale or transfer of any Condominium Unit shall not affect the lien for said assessments, fines or other charges except that sale or transfer of any Condominium Unit pursuant to foreclosure of any such first Mortgage or any such executory land sales contract, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture of any such executory land sales contract shall extinguish the lien of assessment charges which became due prior to any such transfer or foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture of any such executory land sales contract. No such sale, transfer, foreclosure or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture of any such executory land sales contract shall relieve any Condominium Unit from liability for any assessment charges thereafter becoming due nor from the lien thereof.

24.3 Waiver of Homestead: Each Owner acknowledges and agrees by acceptance of their deed or other interest in any Condominium Unit subject to this Declaration, that the lien of the Association for annual and special assessments and for all other sums which may become due the Association hereunder from an Owner shall be superior to any homestead exemption as is now or may hereafter be provided by Colorado or federal law. The acceptance of a deed or other interest to a Condominium Unit subject to this Declaration shall constitute an express waiver of the homestead exemption as against all sums which may become due the Association from an Owner.

24.4 Statement of Lien: To further evidence any such lien the Board of Directors or Managing Agent may prepare a written notice setting forth the amount of such unpaid indebtedness, fines or other charges, the name of the purported

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Owner or of Owners of the Condominium Unit, a description of the Condominium Unit, together with a statement that assessments, fines or other charges, late charges, interest, and attorneys' fees may continue to accrue against said Condominium Unit. Such a notice shall be signed by one of the Board of Directors or by the Managing Agent and Recorded. Such lien shall attach upon assessment by the Association of any annual or special assessment, or upon imposition of any fine or other charge as allowed for herein, and shall continue until said sums are paid in full. Such lien may be enforced by foreclosure of the defaulting Owner's Condominium Unit by the Association in like manner as a mortgage on real property, after the Recording of a notice or claim thereof as aforesaid. In any such foreclosure the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable pre-judgment and post-judgment attorneys' fees. The Owner shall also be required to pay the Association the monthly installments of the annual assessment for the Condominium Unit during the period of foreclosure, together with the Association's attorneys fees in proceeding to execution by sale of the Unit and the Association shall be entitled to the appointment of a receiver to collect the same. The Managing Agent or Board of Directors shall have the power to bid on the Condominium Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey same.

24.5 Release of Lien: Any Recorded lien for nonpayment of assessments or other charges may be released by Recording a Release of Lien executed by the President of the Association, one of the members of the Board of Directors, the Managing Agent, or by the Association's attorney.

24.6 Payment by Mortgagee: Any Mortgagee holding a lien on a Condominium Unit may pay, but shall not be required to pay, any unpaid assessments, fines or other charges payable with respect to such Condominium Unit, and upon such payment such Mortgagee shall have a lien on such Condominium Unit for the amounts paid of the same rank as the lien of his Mortgage, provided that any first Mortgagee who acquires a Condominium Unit by foreclosure or by a deed in lieu thereof shall acquire title to such Condominium Unit free and clear of any lien for unpaid assessments or other charges and shall be responsible only for assessments and other charges arising after the date upon which such first Mortgagee receives a deed to the Condominium Unit.

24.7 Notice to First Mortgagee: The Association shall, upon request, deliver written notice to the first Mortgagee of a Condominium Unit of any unpaid assessments

remaining unpaid for longer than thirty (30) days after the same are due, as well as of any other default of an Owner hereunder known to the Association which is not cured within sixty (60) days.

24.8 Costs of Collection/Remedies: Pursuant to Paragraph 25, suit to recover a money judgment for unpaid assessments, costs of suit, liquidated damages as allowed in this Declaration and pre-judgment and post-judgment attorneys' fees, shall be maintainable without foreclosing or waiving the lien securing same.

25. Owner's Personal Obligation for Payment of Assessments and Other Charges. The amount of the Common Expenses assessed against each Condominium Unit and all other charges which may become the obligation of an Owner to the Association hereunder shall be the personal and individual debt of the Owner or Owners thereof at the time the assessment is made or the charges imposed. 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 Common Elements or by abandonment of his Condominium Unit. The personal obligation of an Owner for delinquent assessments shall not pass to such Owner's successors in title or interest to a Condominium Unit, unless assumed by them, or unless otherwise required by applicable law, but shall remain the personal debt of the former Owner after conveyance.

26. Liability for Common Expenses Upon Transfer.

26.1 Upon payment of a reasonable fee not to exceed Twenty Dollars (\$20.00) and upon ten (10) days' prior written notice from any Owner or any Mortgagee or prospective Mortgagee of a Condominium Unit, the Association, by its Managing Agent or Board of Directors, shall issue a written statement setting forth the amount of the unpaid assessments, both annual and special, for the Common Expenses, if any, with respect to the subject Condominium Unit, the amount of the current monthly installments of all assessments, the date that such assessments become due, the amount of any assessment reserve on deposit with the Association and any credit for advanced payments for prepaid items, including but not limited to insurance premiums, which statement shall be conclusive against the Association in favor of all Persons who rely thereon in good faith. Unless such request for such a statement shall be complied with within ten (10) days from the receipt thereof, all unpaid Common Expenses which become due prior to the date of making such request shall be subordinate to the lien of the Person requesting such statement.

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26.2 The personal obligation of an Owner for delinquent assessments shall not pass to such Owner's successors in title or interest to a Condominium Unit, unless assumed by them, or unless otherwise required by applicable law.

27. Owner's Mortgaging Rights in a Condominium Unit. Any Owner shall have the right from time to time to mortgage or encumber his Condominium Unit by deed of trust, mortgage or other security instrument. The Owner of a Condominium Unit may create junior Mortgages (junior to the lien, deed of trust or other encumbrance of the first Mortgagee) on his Condominium Unit on the following conditions:

- (a) that any such junior Mortgages shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, lien for Common Expenses, and other obligations created by this Declaration, and the Bylaws; and
- (b) that the Mortgagee under any junior Mortgage shall release, for the purpose of restoration of any improvements upon the mortgaged premises, all of his right, title and interest in and to the proceeds under all insurance policies of the Association obtained upon said premises. Such release shall be furnished forthwith by a junior Mortgagee upon written request of the Managing Agent or one or more of the Board of Directors of the Association, and if not furnished, may be executed by the Association, as attorney-in-fact for said junior Mortgagee.

28. Restrictive Covenants and Obligations.

28.1 No Imperiling of Insurance: No Owner and no Owner's Guests shall do anything or cause anything to be kept in or on the Project which might result in an increase in the premises of insurance obtained for the Project or which might cause cancellation of such insurance.

28.2 No Violation of Law: No Owner and no Owner's Guests shall do anything or keep anything in or on the Project which would be immoral, improper, offensive or in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

28.3 No Noxious, Offensive, Hazardous or Annoying Activities: No noxious or offensive activity shall be carried on upon any part of the Project nor shall anything be done or

placed on or in any part of the Project which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others. No activity shall be conducted on any part of the Project and no improvements shall be made or constructed on any part of the Project which are or might be unsafe or hazardous to any Person or property. No sound shall be emitted on any part of the Project which is unreasonably loud or annoying. No odor shall be emitted on any part of the Project which is noxious or offensive to others.

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28.4 No Unsightliness: No unsightliness or waste shall be permitted on or in any part of the Project. Without limiting the generality of the foregoing, no Owner shall keep or store anything (except in designated storage areas, if any) on or in any of the General Common Elements; nor shall any Owner hang, erect, affix or place anything upon any of the General Common Elements (except for decorative items within his Unit); and nothing shall be placed on or in windows or doors of Units, which would or might create an unsightly appearance.

28.5 Restrictions on Animals: Animals, livestock, reptiles or birds may be restricted from this Project pursuant and subject to all governmental animal ordinances and laws and subject to rules and regulations as may be promulgated by the Association or Board in regard thereto; provided, however, that in no case may animals be kept on any part of the Project for any commercial purposes. An Owner is responsible for any damage caused by his animal(s) and shall be obligated to clean up after his animal(s) on the Project. No animals shall be allowed to remain tied or chained to any balconies, patios or other parts of the Project, and any such animal(s) so tied or chained may be removed by the Association or its agents.

28.6 Restrictions on Signs: With the exception of the Declarant's directional, promotional, and advertising signs, no signs or advertising devices of any nature shall be erected or maintained on any part of the Project without the prior written consent of the Board. The Board shall permit the placing of at least one sign of reasonable size and dignified form to identify the Project and the Condominium Units therein.

28.7 No Violation of Rules: No Owner and no Owner's Guests shall violate the rules and regulations adopted from time to time by the Association, whether relating to the use of Units, the use of General or Limited Common Elements, or otherwise.

28.8 Owner-Caused Damages: If, due to the act or neglect of an Owner or such Owner's Guests or family, loss or damage shall be caused to any Person or property, including the

Project or any Unit therein, such Owner shall be liable and responsible for the same except to the extent that such damage or loss is covered by insurance obtained by the Association and the carrier of the insurance has waived its rights of subrogation against such Owner. The amount of such loss or damage may be collected by the Association from such Owner as an assessment against such Owner, by legal proceedings or otherwise, and such amount (including reasonable attorneys' fees) shall be secured by a lien on the Condominium Unit of such Owner as provided hereinabove for assessments or other charges. 41

28.9 Leasing of a Condominium Unit: The Owner of a Condominium Unit may lease his Condominium Unit under the following conditions:

28.9.1 No Owner may lease less than his entire Condominium Unit;

28.9.2 All leases shall be in writing;

28.9.3 All leases shall provide that the terms of the lease and the lessee's occupancy of the Condominium Units shall be subject in all respects to the provisions of this Declaration, the provisions of the Articles and Bylaws, and any rules and regulations adopted by the Board of Directors. Any failure by the lessee to comply therewith shall be a default under the lease. Any Owner who leases his Condominium Unit shall, within ten (10) days after the execution of such lease, forward a copy of the same to the Board or the Managing Agent;

28.9.4 Except for a first Mortgagee in possession of a Condominium Unit following the default under its Mortgage or in connection with the foreclosure proceedings or any deed or other arrangement in lieu of foreclosure proceedings by such first Mortgagee, no Owner may lease his Condominium Unit for a period of less than three (3) months.

28.10 Restrictions on Vehicles: No trucks, commercial vehicles, trailers, mobile homes or detached camper units shall be kept, stored or maintained upon the Common

Elements; provided, however, that commercial vehicles may be parked in designated parking areas upon the Common Elements for up to seventy-two (72) hours. Boats and other similar watercraft shall not be kept, stored, parked or maintained upon the Common Elements. No damaged or unsightly vehicles shall be kept, stored, parked or maintained upon the Common Elements. Furthermore, parking of all vehicles shall be subject to the rules and regulations of the Association. 4.

28.11 Zoning Compliance: All Condominium Units shall be used primarily for residential purposes only and shall not be used for any business, manufacturing or commercial purpose whatsoever; provided, however, if the appropriate zoning so allows, an Owner may use a specifically designated portion of his Condominium Unit as a home business office.

28.12 Determination of Violation: Determination with respect to whether or not a particular activity or occurrence shall constitute a violation of this Paragraph 28 shall be made by the Board of Directors and shall be final.

29. Association as Attorney-in-Fact - Damage and Destruction - Obsolescence. Each Owner by acceptance of a deed or other ownership interest subject to this Declaration does hereby irrevocably appoint the Association such Owner's attorney-in-fact to deal with the Project upon its destruction, repair or obsolescence.

Title to any Condominium Unit is declared to be expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute appointment of the attorney-in-fact herein provided. All of the Owners irrevocably constitute and appoint the Association, in their names, place and stead as attorney-in-fact for the purpose of dealing with the Project upon its destruction, repair or obsolescence as is hereinafter provided. As attorney-in-fact, the Association, by its president and secretary, 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 an Owner which is necessary and appropriate to exercise the powers herein granted. Repair and reconstruction of the improvement(s) as used in the succeeding subparagraphs means restoring the improvement(s) to substantially the same condition in which it existed prior to the damage, with each Unit and the General Common Elements and Limited Common Elements having substantially the same vertical and horizontal boundaries as before. Except as is otherwise herein provided, the proceeds of any insurance collected shall be available to the Association for the purpose of repair, restoration or

replacement unless all Owners and all first Mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter. 43

Assessments for Common Expenses shall not be abated during the period of insurance adjustment and repair and reconstruction.

29.1 Mortgagee Notice: The Association shall give timely notice to each first Mortgagee of any casualty loss which affects a material portion of the Project.

29.2 In the event of damage or destruction to the Project to the extent of not more than sixty-six and two-thirds percent (66-2/3%) of the total replacement cost thereof, not including land, due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvement(s), shall be applied by the Association, as attorney-in-fact, to cause the repair and reconstruction of the improvement(s).

29.3 If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is to the extent of not more than sixty-six and two-thirds percent (66-2/3%) of the total replacement cost of the Project, not including land, such improvements, damage or destruction shall be promptly repaired or reconstructed by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of an assessment to be made against all of the Owners and their Condominium Units. Such special assessment shall be a Common Expense and prorated according to each Owner's interest in the Common Elements 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 or restoration of the improvements using all of the insurance proceeds and such assessment. The special assessment provided for herein shall be a debt of each Owner and collected as is provided hereinbefore.

29.4 If the Project is damaged or destroyed to the extent of more than sixty-six and two-thirds percent (66-2/3%) of the total replacement cost thereof, not including land, and if the Owners representing an aggregate ownership interest of seventy-five percent (75%) or more of the Common Elements do not voluntarily, within one hundred (100) days thereafter, make provisions for reconstruction, which plan must have the approval or consent of at least seventy-five percent (75%) of the first Mortgagees (based upon one vote for each first Mortgage owned) 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, the entire remaining Project 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 and the Articles and Bylaws. The insurance settlement proceeds shall be collected by the Association and such proceeds shall be divided by the Association according to each Owner's interest (as such interests appear on the policy or 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 apportioned amount of the proceeds derived from the sale of the entire Project. Such apportionment shall be based upon each Owner's percentage 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, in the following order:

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- (i) for payment of taxes and special assessment liens in favor of any governmental entity;
- (ii) for payment of the balance of the lien of any first Mortgage;
- (iii) for payment of unpaid Common Expenses;
- (iv) for payment of junior Mortgages and encumbrances in the order of and to the extent of their priority; and
- (v) the balance remaining, if any, shall be paid to the Owner.

The provisions contained in this subparagraph shall not hinder the protection given to the first Mortgagee under a mortgagee endorsement.

29.5 If the Project is destroyed or damaged to the extent of more than sixty-six and two-thirds percent (66-2/3%) of the total replacement cost thereof, not including land, and if the Owners representing an aggregate ownership interest of seventy-five percent (75%), or more, of the Common Elements adopt, within one hundred (100) days thereafter, a plan for reconstruction, which plan must have the approval or consent of at least seventy-five percent (75%) of the first Mortgagees (based upon one vote for each First Mortgage owned), then all of the Owners shall be bound by the terms and other provisions of such plan. The Association shall have the right to use, in accordance with such plan, all proceeds of insurance for such

destruction or damages, as well as the proceeds of an assessment to be made against all of the Owners and their Condominium Units. Any assessment made in connection with such plan shall be a Common Expense and made pro rata according to each Owner's percentage interest in the Common Elements and shall be due and payable as provided by the terms of such plan, but not sooner than thirty (30) days after written notice thereof. The Association shall have full authority, right and power, as attorney-in-fact, to cause the repair or restoration of the improvements, 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 and a lien on his Condominium Unit and may be enforced and collected as is provided hereinabove.

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29.6 The Owners representing an aggregate ownership interest of eighty-five percent (85%), or more, of the Common Elements may agree that the Condominium Units are obsolete and adopt a plan for renewal and reconstruction, which plan shall have the approval or consent of at least eighty-five percent (85%) of the first Mortgagees (based upon one vote for each first Mortgage owned). If the plan for the renewal or reconstruction is adopted, notice of such plan shall be recorded, then the expenses thereof shall be payable by all of the Owners as Common Expenses; provided, however, that an Owner not a party to such a plan for renewal or reconstruction may give written notice to the Association within fifteen (15) days after the adoption of such plan that his or its Condominium Unit shall be Purchased by the Association for the fair market value thereof. The Association shall then have fifteen (15) days within which to cancel such plan. If such plan is not cancelled, then the Condominium Unit shall be purchased by the Association according to the following procedures. If such Owner and the Association can agree on the fair market value thereof, the sale shall be consummated within thirty (30) days thereafter. If the parties are unable to agree, the date when either party notified the other that he or it is unable to agree with the other shall be the "commencement date" from which all periods of time mentioned in this subparagraph shall be measured. Within ten (10) days following the commencement date, each party shall nominate in writing (and give notice of such nomination to the other party) an independent appraiser. If either party fails to make such a nomination, the appraiser shall, within five (5) days after default by the other party, appoint and associate with him another independent appraiser. If the two appraisers designated by the parties, or selected pursuant hereto in the event of the default of one party, are unable to agree, they shall appoint another independent appraiser to be umpire between them, if they can agree on such person. If they are unable to agree upon such umpire, then

each appraiser previously appointed shall nominate two independent appraisers and from the names of the four persons so nominated one shall be drawn by lot by any judge of any court of record in Colorado and the name so drawn shall be such umpire. The nominations from whom the umpire is to be drawn by lot shall be submitted within ten (10) days of the failure of the two appraisers to agree, which, in any event, shall not be later than twenty (20) days following the appointment of the second appraiser. The decision of the appraisers as to the fair market value, or in the case of their disagreement, then such decision of the umpire, shall be final and binding. The expenses and fees of such appraisers shall be borne equally by the Association and the Owner. The sale shall be consummated within fifteen (15) days thereafter, and the Association, as attorney-in-fact, shall disburse such proceeds as is provided in subsection 29.4 of this paragraph.

29.7 The Owners representing an aggregate ownership interest of eighty-five percent (85%), or more, of the Common Elements may agree that the Condominium Units are obsolete and that the same should be sold. Such plan (agreement) must have the unanimous approval or consent of every first 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, the entire Project 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 and the Bylaws. The sales proceeds shall be apportioned between the Owners on the basis of each Owner's percentage interest in the Common Elements, 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 subsection 29.4 of this paragraph.

30. Condemnation.

30.1 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 in lieu of or in avoidance thereof, the provisions of this Paragraph 30 shall apply.

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

30.3 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 Common Elements, provided that if a standard difference 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.

30.4 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, each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner. As soon as practicable the Association shall, reasonably and in good faith, allocate the Condemnation Award among compensation, damages, and other proceeds, and shall apportion the amounts so allocated among the Owners as follows: (i) the total amount allocated to taking of, or injury to, the Common Elements shall be apportioned among the Owners in proportion to their respective undivided interests in the Common Elements; (ii) the total amount allocated to severance damages shall be apportioned to those Condominium 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 an Owner had made within his own Unit shall be apportioned to the particular Condominium 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 any 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. Any distribution of the Condemnation Award made pursuant to this subsection shall be made by checks payable jointly to the Owners and their first Mortgagees.

30.5 Distribution: The Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled. Such share shall be paid into separate accounts and disbursed as soon as practicable, provided that in the event of a complete taking such

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distribution shall be made in the same manner as is provided in Paragraph 29.4 of this Declaration.

30.6 Mortgagee Notice: The Association shall give timely notice to each first Mortgagee of the commencement of any condemnation or eminent domain proceedings and shall notify said first Mortgagees in the event of the taking of all or any part of the Common Elements, if the value of the Common Elements taken exceeds Ten Thousand Dollars (\$10,000.00).

30.7 Reorganization: In the event a partial taking results in the taking of a complete Unit, the Owner thereof automatically shall cease to be a member of the Association, and such Owner's interest in the 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; provided, however, that for purposes of Paragraph 30.4 hereof, such Owner's interest shall be that immediately prior to such taking. Thereafter the Association shall reallocate the ownership and assessment 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 Condominium Units for amendment of this Declaration as provided in Paragraph 31.2 hereof.

31. Construction of New Common Elements. Subject to the other provisions of this Declaration, the Declarant and/or the Association shall have the right to construct new additions to the Common Elements. Ownership of, and the Common Expenses for any such additions, shall be apportioned among all Condominium Units in proportion to their respective undivided interests in the Common Elements, which undivided interests are subject to modification by annexations. Except with respect to any annexations to this Declaration by the Declarant pursuant to the terms hereof, the construction of new additions of Common Elements shall not affect any Owners by way of modification of their voting rights in the Association.

32. Recreational Facilities. The recreational facilities of the Project, which may include a swimming pool, tennis court and clubhouse, shall be subject to any rules and regulations promulgated by the Association, and same shall be available for use of all Owners and their Guests, subject to the right of the Association to establish fees and charges for the use of same. The Association may allow the general public to use said recreational facilities and collect an appropriate charge therefor.

33. Annexations.

33.1 Annexations by Declarant. Subject only to the prior written approval of the Veterans Administration to determine that the annexation is in accord with the general plan heretofore approved by the Veterans Administration and to insure that future improvements will be consistent in terms of quality of construction, Declarant shall have and hereby specifically reserves the right until December 31, 1989, to annex from time to time any portion or portions of the property described in Exhibit 4 attached hereto to the Property and to subject such additional property to the terms and provisions of this Declaration.

33.2 Condominium Map for Annexation. For any annexation by Declarant pursuant to the provisions of this Paragraph 33, Declarant shall cause an additional condominium map of such annexed property to be prepared and Recorded prior to the conveyance of the first Condominium Unit in such annexation and such additional condominium map may be filed as a supplement to the Condominium Map hereto.

33.3 Modification of Undivided Interests. Upon Declarant's annexation of any additional property to the Project and the Recording of the supplemental condominium Map thereof, the undivided interest in the Common Elements (including all Common Elements located on the Property described in Exhibit 1 attached hereto, and all Common Elements located on the additional property contained in such annexation and all Common Elements contained in any other property annexed to the Project prior to such annexation) appurtenant to each Condominium Unit shall automatically be reduced to a fraction, the numerator of which shall be the Minimum Undivided Interest of each particular Condominium Unit (as set forth in Exhibit 5 attached hereto and incorporated herein by reference) and the denominator of which shall be the total of all Minimum Undivided Interests. Such reduction of undivided interest in the Common Elements appurtenant to a Condominium Unit shall be automatic and no further documentation need be filed of record or further action need be taken by Declarant, any Owner or any Mortgagee to reflect such modification of undivided interests. The maximum number of additional Condominium Units which may be contained in properties annexed to this Declaration shall not exceed eighty-four (84). The Minimum Undivided Interest appurtenant to a Condominium Unit shall be as set forth in Exhibit 5 attached hereto and incorporated herein.

33.4 New Additions of General and Limited Common Elements. Annexations to this Declaration pursuant to this Paragraph 33 will contain new additions to the General and

Limited Common Elements, which additions may contain any or all of the types of General and Limited Common Elements described in subsections 1.3 and 1.7 hereof. Notwithstanding any such annexation, each Owner (regardless of whether such Owner is the owner of a Condominium Unit enumerated on Exhibit 3 attached hereto or is an owner of a Condominium Unit contained in an annexation) shall remain fully liable with respect to any obligation for the payment of the Common Expenses of the Association, including the expenses for such new General and Limited Common Elements and new recreational facilities, costs and fees, if any.

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33.5 Taxes, Other Charges and Liability Insurance.

In regard to any of the real property described in Exhibit which the Declarant annexes to this Project pursuant to the terms of this Paragraph 33, the Declarant hereby covenants to pay all taxes, assessments, mechanic's liens or other charges affecting any property so annexed which arose prior to the date of annexation. Further, the Declarant agrees to purchase, at its expense, a liability insurance policy in an amount determined by the Administrator of Veterans Affairs to insure any liability to which Owners of previously sold Units might be exposed as a result of such annexation. This policy will be endorsed "as Owner's interest might appear."

33.6 Comparable Style for Additional Units.

Condominium Buildings and Condominium Units which are part of the original structures constructed by the Declarant on any property annexed by the Declarant as provided herein shall be of comparable style, floor plan, size and quality as the Condominium Buildings and Condominium Units existing on the Property at the date of such annexation.

33.7 General Easement.

Each Owner shall have the non-exclusive right, together with all other Owners, to use all Common Elements, open spaces, recreational facilities, grass and landscaped areas and all other areas in the Project which are not herein specifically dedicated to the use of less than all of the Owners. This easement shall be irrevocable and shall be for the purposes of egress and ingress, recreational and social use and shall apply to all property hereafter committed to this Project.

33.8 Declarant Shall Have No Obligation to Annex.

It is contemplated that additional property reflected on Exhibit 4 will ultimately be committed to this Project, but the Declarant, its appointees, successors and assigns, shall have no affirmative obligation to do so.

33.9 Successor Condominium Regimes. Declarant covenants and agrees that this Condominium Regime may not be amended or merged with a successor Condominium Regime without the prior written approval of the Administrator of Veterans Affairs, an officer of the United States of America.

33.10 Automatic Modification of the Allocation of the Obligation to Pay Common Expenses as Amongst the Owners in Certain Events. In the event Declarant determines, in its sole discretion, not to proceed with the annexation of additional properties to the Project as allowed hereby and Declarant records a notice to such effect with the Clerk and Recorder of Jefferson County, Colorado; or in the event that all properties which Declarant may annex to the Project are not so annexed by December 31, 1989; then in either of such events, the method by which assessments are allocated among the Condominium Units as set forth herein shall be automatically modified such that for the next succeeding annual or special assessment and for all annual and special assessments thereafter, all assessments shall be allocated proportionately among the Condominium Units within the Project approximately according to each Unit's interest in the Common Elements (as opposed to each Unit's Minimum Undivided Interest) as such interest is determined pursuant to the terms of this Declaration.

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34. Miscellaneous.

34.1 Duration of Declaration: All of the provisions contained in this Declaration shall continue and remain in full force and effect until condominium ownership of the Project and this Declaration are terminated, revoked, or amended as hereinafter provided.

34.2 Amendment and Termination:

34.2.1 Any provision contained in this Declaration may be amended, or additional provisions may be added to this Declaration, by the Recording of a written instrument or instruments specifying the amendment or addition, executed by the Owners of Record of Condominium Units representing an aggregate ownership interest of seventy-five percent (75%), or more, of the Common Elements and by seventy-five percent (75%) of first Mortgagees whose liens encumber the Common Elements (except that no provision of this Declaration requiring the approval or consent of more than seventy-five percent (75%) of such

first Mortgagees may be amended without the consent of at least the minimum number of first Mortgagees whose approval or consent is required under such provision).

34.2.2 This Declaration and condominium ownership of the Project may be terminated or revoked by the Recording of a written instrument or instruments specifying the fact of termination and/or revocation, executed by the Owners of Record of Condominium Units representing an aggregate ownership interest of seventy-five percent (75%), or more, of the Common Elements and by seventy-five percent (75%) of first Mortgagees whose liens encumber the Common Elements (except that no provision of this Declaration requiring the approval or consent of more than seventy-five percent (75%) of such first Mortgagees may be amended without the consent of at least the minimum number of first Mortgagees whose approval or consent is required under such provision).

34.2.3 The consent(s) of any junior Mortgagees shall not be required under the provisions of this paragraph. The foregoing approvals shall not be required for, and with respect to, any annexations to this Declaration by the Declarant pursuant to Paragraph 33 hereof.

34.2.4 Notwithstanding anything in this subparagraph to the contrary, if Declarant shall determine that any amendments to this Declaration or any amendments to the Articles, Condominium Map or Bylaws shall be necessary (i) in order for existing or future Mortgagees or the Project to be acceptable to the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veterans Administration, the Federal Housing Administration or other mortgage lending institution, or (ii) in order to clarify any apparently conflicting provision or to correct any mistakes or errors of a clerical nature resulting from typographical or

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similar errors, Declarant shall have and hereby specifically reserves the right and power to make and execute any such amendment without obtaining the approval of any Owners or Mortgagees. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to such amendment on behalf of each Owner and Mortgagee. Each deed, Mortgage, trust deed, other evidence of obligation or other instrument affecting a Condominium Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of Declarant to make, execute and record such amendments. Each such amendment shall be made, if at all, by Declarant not later than the earlier of the following:

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(1) one hundred twenty (120) days after the date by which seventy-five percent (75%) of the Units have been conveyed to Unit purchasers; or

(11) December 31, 1989.

34.2.5 The Association shall, at least ten (10) days prior to the effective date of any amendment to this Declaration, notify all first Mortgagees of Record of such amendment.

34.3 Effect of Provisions of Declaration: Each provision of this Declaration, and any agreement, promise, covenant and undertaking to comply with each provision of this Declaration, and any necessary exception or reservation or grant of title, estate, right or interest to effectuate any provision of this Declaration shall:

34.3.1 be deemed incorporated in each deed or other instrument by which any right, title or interest in the Project or in any Condominium Unit is granted, devised or conveyed, whether or not set forth or referred to in such deed or instrument;

34.3.2 by virtue of acceptance of any right, title or interest in the Project

or in any Condominium Unit by an Owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such Owner, and, as a personal covenant, shall be binding on such Owner and such Owner's heirs, personal representatives, successors and assigns and shall be deemed a personal covenant to, with and for the benefit of the Association but not to, with or for the benefit of any other Owner;

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34.3.3 be deemed a real covenant by Declarant, for itself, its successors and assigns, and also an equitable servitude, running, in each case, as a burden with and upon the title to the Project and each Condominium Unit and, as a real covenant and also as an equitable servitude, shall be deemed a covenant and servitude for the benefit of the Project and each Condominium Unit; and

34.3.4 be deemed a covenant, obligation and restriction secured by a lien in favor of the Association, burdening and encumbering the title to the Project and each Condominium Unit in favor of the Association.

34.4 Protection of Mortgagee: Subject to the provisions of Paragraph 27 above, no violation or breach of or failure to comply with, any provision of this Declaration and no action to enforce any such provision shall affect, defeat, render invalid or impair the lien of any first Mortgage or other lien on any Condominium Unit taken in good faith and for value; nor shall such violation, breach, failure to comply or action to enforce, affect, defeat, render invalid or impair the title or interest of the holder of any such first Mortgage, or other lien or the title or interest acquired by any purchaser upon foreclosure of any such first Mortgage or other lien or result in any liability, personal or otherwise, of any such holder or purchaser. Any such purchaser on foreclosure shall, however, take subject to this Declaration; provided, however, that violation or breaches of, or failures to comply with, any provisions of this Declaration which occurred prior to the vesting of fee simple title in such purchaser shall not be deemed breaches or violations hereof or failures to comply herewith with respect to such purchaser, his heirs, personal representatives, successors or assigns.

34.5 Supplemental to Law: The provisions of this Declaration shall be in addition and supplemental to the Condominium Ownership Act of the State of Colorado and to all other provisions of law.

34.6 Numbers and Genders: Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

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34.7 Owner's Address for Notices: Unless an Owner shall have notified the Association by registered or certified mail of a different address, any notice or other written instrument required to be given or otherwise given by the Association or given by any Owner under this Declaration to any Owner, may be mailed to such Owner(s) in a postage prepaid envelope and mailed by first class, registered or certified mail to the address of the Condominium Unit shown upon the Association's records as being owned by such Owner. If more than one Owner owns a particular Condominium Unit, then any notice or other written instrument may be addressed to all of such Owners and may be mailed in one envelope in accordance with the foregoing. Any notice or other written instrument given by the Association or any Owner in accordance with the foregoing will be deemed to have been given on the date that it is mailed.

34.8 Successors and Assigns: This Declaration shall be binding upon and shall inure to the benefit of the Declarant, the Association and each Owner, and the heirs, personal representatives, successors and assigns of each of them.

34.9 Severability: Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial enforceability of any provision thereof shall not affect the validity or enforceability of any other provision.

34.10 Captions for Convenience: The titles, captions and headings in this Declaration are for convenience of reference only and shall not be considered in construing any provision of this Declaration.

34.11 No Waiver: Failure to enforce any provision of this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration.

34.12 Sales and Construction Facilities and Activities of Declarant: Notwithstanding any provision to the contrary contained herein, Declarant, its agent, employees and contractors shall be permitted to maintain during the period of any construction or the sale of the Condominium Units in the Project, upon such portion of the Project as Declarant may choose, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction, sale or rental of Condominium Units, including without limitation, a business office, storage area, construction yards, signs, model Units, sales office, construction office, parking areas and lighting and temporary parking facilities for all prospective tenants or purchasers of Condominium Units. In addition, Declarant, its agents, employees and contractors shall have the right of ingress and egress over the Common Elements as in Declarant's discretion may be necessary with regard to the foregoing. Further, Declarant, its agents, employees and contractors shall have the right, during reasonable business hours and upon reasonable notice, of ingress and egress in and through all Units during the period of the construction and/or sale of the Condominium Units for the purpose of any required refurbishment, construction, maintenance or repair to such Units or the Building, or any part thereof.

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34.13 No Representations or Warranties: No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant or its agents or employees in connection with any portion of the Property, or any improvements thereon, its or their physical condition, zoning, compliance with applicable laws, fitness or intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in writing.

34.14 Violations Constitute a Nuisance. Any violation of any provision, covenant, condition, restriction or equitable servitude contained in this Declaration, whether by act or omission, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by any Person entitled to enforce the provisions of this Declaration.

34.15 Enforcement by Self Help. Declarant or the Association, or any authorized agent of either of them, may enforce, by self help, any of the provisions, covenants, conditions, restrictions or equitable servitudes contained in this Declaration.

34.16 Remedies Cumulative. Each remedy provided under this Declaration is cumulative and not exclusive.

34.17 Costs and Attorneys' Fees. In any action or proceeding under this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees.

34.18 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

34.19 Governing Law. This Declaration shall be construed and governed under the laws of the State of Colorado.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 13th day of September, 1984.

110 CORPORATION,
a Colorado corporation

By *Carl Ziff*
Authorized Agent

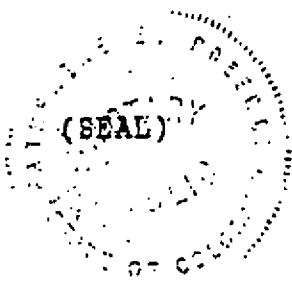


Murray D. Cole
Assistant Secretary

STATE OF COLORADO)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 198_, by _____, as Authorized Agent of 110 Corporation.

My Commission expires:
My address is:



Notary Public

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QUAILRIDGE TOWNHOME CONDOMINIUMS

EXHIBIT 1

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Legal Description of the Property:

A parcel of land located in Section 33, Township 3 South, Range 69 West of the Sixth Principal Meridian, City of Lakewood, Jefferson County, State of Colorado, more particularly described as follows:

Commencing at the Northeast (NE) corner of the Southeast one-quarter (SE1/4) of the Northeast one-quarter (NE1/4) of the Southwest one-quarter (SW1/4) of said Section 33; thence S 00°03'42" E and along the East line of the Southwest one-quarter (SW1/4) of said Section 33, a distance of 463.43 feet; thence S 82°01'02" W, a distance of 30.29 feet to the TRUE POINT OF BEGINNING;

Thence S 00°03'42" E, a distance of 142.15 feet to a point of curvature;

Thence along the arc of a curve to the right having a central angle of 90°03'42", a radius of 20.00 feet and an arc length of 31.44 feet to a point of tangency, said point being on the north right-of-way line of West 17th Avenue;

Thence N 90°00'00" W along the north right-of-way line of West 17th Avenue, a distance of 365.12 feet;

Thence N 17°48'09" W, a distance of 231.06 feet;

Thence N 32°54'32" W, a distance of 9.70 feet;

Thence N 57°05'28" E, a distance of 65.73 feet;

Thence S 34°23'40" E, a distance of 30.00 feet;

Thence N 70°04'47" E, a distance of 71.05 feet;

Thence S 17°31'15" E, a distance of 93.00 feet;

Thence N 72°19'21" E, a distance of 144.13 feet;

Thence N 03°01'58" W, a distance of 103.00 feet;

Thence N 86°58'02" E, a distance of 39.11 feet;

Thence S 03°01'58" E, a distance of 177.46 feet;

Thence N 82°01'02" E, a distance of 115.76 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 89697 square feet (2.06 acres), more or less.

QUAILRIDGE TOWNHOME CONDOMINIUMS

EXHIBIT 2

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Easements and Licenses Affecting the Property:

1. The right to construct, operate and maintain a ditch granted to The Agricultural Ditch Company, May 1, 1876 in instrument recorded in Book "J" at Page 525.
2. Easement and right of way for water pipelines, as granted to The Consolidated Mutual Water Company by Tri-K-B Investment Company, a Colorado General Partnership, in the instrument recorded September 21, 1983 as Reception No. 83090292, the location of which is shown in the map attached to said instrument.
3. Terms, agreements, provisions, conditions and obligations as contained in the Official Development Plan of Quailridge recorded December 19, 1983 as Reception No. 83120211.
4. Fire Lane and Utility Easements as shown on the plat of Quailridge recorded December 19, 1983 as Reception No. 83120206.
5. Pedestrian, utility and signage easements 5 feet in width as shown on the plat of Quailridge recorded December 19, 1983 as Reception No. 83120206.
6. Terms, agreements, provisions, conditions and obligations as contained in Subdivision Public Improvements Agreement between IIO Corporation and The City of Lakewood recorded December 19, 1983 as Reception No. 83120205.
7. Conditions and Restrictions as set forth on the recorded plat of Quailridge recorded December 19, 1983 as Reception No. 83120206 providing as follows:
 - a. The storm water detention areas shown hereon shall be constructed and maintained by the owner and subsequent owners, heirs, successors and assigns. In the event that said construction and maintenance is not performed by said owner, the City of Lakewood shall have the right to enter such area and perform the necessary work, the cost of which said owners, heirs, successors and assigns agrees to pay upon billing.

QUAILRIDGE WINDHOME CONDOMINIUMS

EXHIBIT 2

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no building, ~~structure~~ or fill will be constructed in the detention ~~basin~~ and no changes or alterations affecting the ~~hydraulic~~ characteristics of the detention areas ~~will~~ be made without approval of the City Engineer.

That no ~~structure~~ constructed on any portion of the platted land ~~shown~~ herein, shall be occupied or used unless ~~and until~~ all public improvements, as defined by the ~~subdivision~~ regulations, are in place and accepted by ~~the City~~ or cash funds or other security for the improvements are escrowed with the City, and a certificate of ~~compliance~~ shall be prima facie evidence that the foregoing conditions have been complied with.

agreements, ~~provisions~~, conditions and obligations obtained in right of way agreement between 107 Company, The Consolidated ~~Mutual~~ Water Company, recorded March 1984 as Reception No. 84023909.

tion Areas as ~~shown~~ on the plat of Quailridge recorded October 19, 1983 as Reception No. 83120206.

ty easement granted to Public Service Company of Colorado and the Mountain States Telephone and Telegraph Company for the construction, operation, repair, maintenance and replacement of electric, gas, telephone, T.V. and appurtenances as shown by instrument dated July 31, 1984 as Reception No. 84071869.

of way easement granted to Mountain States Telephone and Telegraph Company to construct, operate, maintain and ~~the~~ communication and other facilities as shown by instrument recorded August 16, 1984 as Reception No. 84071.

QUAILRIDGE TOWNHOME CONDOMINIUMS

EXHIBIT 3

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<u>Condominium Unit No.</u>	<u>Condominium Building</u>	<u>Condominium Series</u>	<u>Undivided Interest in the Common Elements Appurtenant to each Condominium Unit *</u>
101	9	S	.0333329
102	9	S	.0333329
103	9	S	.0333329
104	9	S	.0333329
105	9	S	.0333329
106	9	S	.0333329
107	9	S	.0333329
108	9	S	.0333329
109	9	S	.0333329
110	9	S	.0333329
111	9	S	.0333329
112	9	S	.0333329
101	10	G	.0444457
102	10	G	.0444457
103	10	G	.0444457
104	10	G	.0444457
105	10	G	.0444457
106	10	G	.0444457
101	11	S	.0333329
102	11	S	.0333329
103	11	S	.0333329
104	11	S	.0333329
105	11	S	.0333329
106	11	S	.0333329
107	11	S	.0333329
108	11	S	.0333329
109	11	S	.0333329
110	11	S	.0333349

* The undivided interest in the Common Elements appurtenant to each Condominium Unit is subject to being modified by annexations to this Declaration pursuant to the provisions of Paragraph 33 hereof.

QUAILRIDGE TOWNHOME CONDOMINIUMS

EXHIBIT 4

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Legal Description of Property Which May be Annexed to The
Property Pursuant to Paragraph 33 Hereof:

A parcel of land located in Section 33, Township 3 South, Range 69 West of the Sixth Principal Meridian, City of Lakewood, Jefferson County, State of Colorado, more particularly described as follows:

Commencing at the Northeast (NE) Corner of the Southeast one-quarter (SE1/4) of the Northeast one-quarter (NE1/4) of the Southwest one-quarter (SW1/4) of said Section 33; thence S 00°03'42" E and along the East line of the Southwest one-quarter (SW1/4) of said Section 33, a distance of 463.43 feet; thence S 82°01'02" W, a distance of 30.29 feet to the true point of beginning;

Thence S 82°01'02" W, a distance of 115.76 feet;
Thence N 03°01'58" W, a distance of 177.46 feet;
Thence S 86°58'02" W, a distance of 39.11 feet;
Thence S 03°01'58" E, a distance of 103.00 feet;
Thence S 72°19'21" W, a distance of 144.13 feet;
Thence N 17°31'15" W, a distance of 93.00 feet;
Thence S 70°04'47" W, a distance of 71.05 feet;
Thence N 34°23'40" W, a distance of 30.00 feet;
Thence S 57°05'28" W, a distance of 65.73 feet;
Thence N 32°54'32" W, a distance of 214.07 feet;
Thence N 13°17'03" W, a distance of 227.68 feet;
Thence N 89°58'05" E, a distance of 654.99 feet;
Thence S 33°55'19" W, a distance of 359.69 feet;
Thence S 00°03'42" E, a distance of 108.79 feet to the true point of beginning.

Said parcel contains 5.475 acres, more or less.

QUAILRIDGE TOWNHOME CONDOMINIUMS

EXHIBIT 5

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<u>Condominium Unit No.</u>	<u>Condominium Building</u>	<u>Condominium Series</u>	<u>Undivided Interest in the Common Elements Appurtenant to each Condominium Unit *</u>
101	1	S	.0083798
102	1	S	.0083798
103	1	S	.0083798
104	1	S	.0083798
105	1	S	.0038798
106	1	S	.0038798
101	2	S	.0083798
102	2	S	.0083798
103	2	S	.0083798
104	2	S	.0083798
105	2	S	.0083798
106	2	S	.0083798
107	2	S	.0083798
108	2	S	.0083798
109	2	S	.0083798
110	2	S	.0083798
101	3	G	.0111735
102	3	G	.0111735
103	3	G	.0111735
104	3	G	.0111735
105	3	G	.0111735
106	3	G	.0111735
101	4	S	.0083798
102	4	S	.0083798
103	4	S	.0083798
104	4	S	.0083798
105	4	S	.0083798
106	4	S	.0083798
107	4	S	.0083798
108	4	S	.0083798

* The undivided interest in the Common Elements appurtenant to each Condominium Unit is subject to being modified by annexations to this Declaration pursuant to the provisions of Paragraph 33 hereof.

QUAILRIDGE TOWNHOME CONDOMINIUMS

EXHIBIT 5

64

<u>Condominium Unit No.</u>	<u>Condominium Building</u>	<u>Condominium Series</u>	<u>Undivided Interest in the Common Elements Appurtenant to each Condominium Unit *</u>
101	5	G	.0111735
102	5	G	.0111735
103	5	G	.0111735
104	5	G	.0111735
105	5	G	.0111735
106	5	G	.0111735
101	6	S	.0083798
102	6	S	.0083798
103	6	S	.0083798
104	6	S	.0083798
105	6	S	.0083798
106	6	S	.0083798
107	6	S	.0083798
108	6	S	.0083798
101	7	S	.0083798
102	7	S	.0083798
103	7	S	.0083798
104	7	S	.0083798
105	7	S	.0083798
106	7	S	.0083798
107	7	S	.0083798
108	7	S	.0083798

* The undivided interest in the Common Elements appurtenant to each Condominium Unit is subject to being modified by annexations to this Declaration pursuant to the provisions of Paragraph 33 hereof.

QUAILRIDGE TOWNHOME CONDOMINIUMS

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EXHIBIT 5

<u>Condominium Unit No.</u>	<u>Condominium Building</u>	<u>Condominium Series</u>	<u>Undivided Interest in the Common Elements Appurtenant to each Condominium Unit *</u>
101	8	S	.0083798
102	8	S	.0083798
103	8	S	.0083798
104	8	S	.0083798
105	8	S	.0083798
106	8	S	.0083798
107	8	S	.0083798
108	8	S	.0083798
109	8	S	.0083798
110	8	S	.0083798
111	8	S	.0083798
112	8	S	.0083798
101	9	S	.0083798
102	9	S	.0083798
103	9	S	.0083798
104	9	S	.0083798
105	9	S	.0083798
106	9	S	.0083798
107	9	S	.0083798
108	9	S	.0083798
109	9	S	.0083798
110	9	S	.0083798
111	9	S	.0083798
112	9	S	.0083798
101	10	G	.0111735
102	10	G	.0111735
103	10	G	.0111735
104	10	G	.0111735
105	10	G	.0111735
106	10	G	.0111735

* The undivided interest in the Common Elements appurtenant to each Condominium Unit is subject to being modified by annexations to this Declaration pursuant to the provisions of Paragraph 33 hereof.

QUAILRIDGE TOWNHOME CONDOMINIUMS

EXHIBIT 5

64

<u>Condominium Unit No.</u>	<u>Condominium Building</u>	<u>Condominium Series</u>	<u>Undivided Interest in the Common Elements Appurtenant to each Condominium Unit *</u>
101	11	S	.0083798
102	11	S	.0083798
103	11	S	.0083798
104	11	S	.0083798
105	11	S	.0083798
106	11	S	.0083798
107	11	S	.0083798
108	11	S	.0083798
109	11	S	.0083798
110	11	S	.0083798
101	12	S	.0083798
102	12	S	.0083798
103	12	S	.0083798
104	12	S	.0083798
105	12	S	.0083798
106	12	S	.0083798
107	12	S	.0083798
108	12	S	.0083798
101	13	S	.0083798
102	13	S	.0083798
103	13	S	.0083798
104	13	S	.0083798
105	13	S	.0083798
106	13	S	.0083798
107	13	S	.0083798
108	13	S	.0083798
101	14	G	.0111735
102	14	G	.0111735
103	14	G	.0111735
104	14	G	.0111736

* The undivided interest in the Common Elements appurtenant to each Condominium Unit is subject to being modified by annexations to this Declaration pursuant to the provisions of Paragraph 33 hereof.

33.00

FIRST SUPPLEMENTAL CONDOMINIUM DECLARATION AND
ANNEXATION AGREEMENT FOR THE
QUAILRIDGE TOWNHOME CONDOMINIUMS

THIS SUPPLEMENTAL CONDOMINIUM DECLARATION AND ANNEXATION AGREEMENT is made and entered into this 15th day of November, 1984, by 110 Corporation, a Colorado corporation (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions of the Quailridge Townhome Condominiums (hereinafter referred to as the "Declaration"), which Declaration was recorded on November 5 1984, at Book _____, Page _____, Reception No. 84103920 of the records in the office of the Clerk and Recorder of Jefferson County, Colorado; and

WHEREAS, Paragraph 33 of the Declaration provides as follows:

"33.1 Annexations by Declarant. Subject only to the prior approval of the Veterans Administration to determine that the annexation is in accord with the general plan heretofore approved by the Veterans Administration and to insure that future improvements will be consistent in terms of quality of construction, Declarant shall have and hereby specifically reserves the right until December 31, 1989, to annex from time to time any portion or portions of the property described in Exhibit 4 attached [to the Declaration] to the Property and to subject such additional property to the terms and provisions of this Declaration."

and

WHEREAS, Exhibit 4 of the Declaration provides the legal description of property which Declarant may annex to the Quailridge Townhome Condominiums, said property being more fully described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Declarant is the owner, except for parcels thereof previously annexed to the Project, of the real property described in Exhibit "A"; and

WHEREAS, Declarant desires to annex a portion of such property to the Quailridge Townhome Condominiums pursuant to Paragraph 33 of the Declaration (which annexed property is hereinafter sometimes referred to as "Phase II");

NOW, THEREFORE, Declarant hereby declares as follows:

1. Annexation of Property. Pursuant to Paragraph 33.1 of the Declaration, a portion of the property described in Exhibit "A" is hereby annexed to the "Property", as defined in the Declaration, and shall hereafter be held, sold, conveyed, encumbered, leased, rented, occupied and improved subject to the terms and provisions of the Declaration; said property being more fully described in Exhibit "B" attached hereto and incorporated herein by this reference.

2. Supplemental Condominium Map. Pursuant to Paragraph 33.2 of the Declaration, Declarant has prepared and recorded, or will prepare and record, in the records in the office of the Clerk and Recorder of Jefferson County, Colorado, the First Supplemental Condominium Map for the Quailridge Townhome Condominiums covering the real property which is described in Exhibit "B" attached hereto. Upon the recording of such First Supplemental Condominium Map for the Quailridge Townhome Condominiums, the "Property" shall consist of thirty-two (32) additional separate Condominium Units as identified in Exhibit "C" attached hereto and incorporated herein by reference.

3. Undivided Interests. Upon the recording of the records in the office of the Clerk and Recorder of Jefferson County, Colorado, of this Supplemental Condominium Declaration and Annexation Agreement and of the above-referenced Supplemental Condominium Map, the undivided interest in the Common Elements appurtenant to each Condominium Unit in prior phases of Quailridge Condominiums shall be automatically modified in accordance with Paragraph 33.3 of the Declaration as set forth on Exhibit "D", attached hereto and incorporated herein by reference. Further, the additional Condominium Units made subject to the Declaration and Annexation Agreement shall have an initial interest in the Common Elements as set forth in Exhibit "D".

RECORDED IN
COUNTY OF JEFFERSON
STATE OF COLORADO
RECEPTION NO. 05008064
01/29/85 11:25 33.00

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal as of the day and year first above written.

110 CORPORATION,
a Colorado corporation

3

By *Kal Zerr*, Authorized Agent

ATTEST:

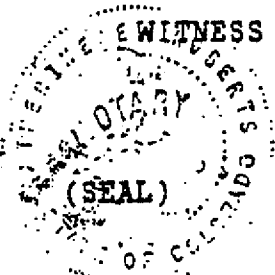
Mary D. Cole, Secretary



STATE OF COLORADO)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of January, 1985, by Kal Zerr as authorized agent, and by Mary D. Cole, as Secretary of 110 Corporation.

WITNESS my hand and official seal.



Katherine E. Roberts
Notary Public

My Commission expires:

August 8, 1986

My address is:

950 S. Cherry St #1100
Denver, Colorado 80222

RECORDED IN
COUNTY OF JEFFERSON
STATE OF COLORADO
RECEPTION NO. 85008864
01/29/85 11:25 33.00

MORTGAGEE APPROVAL

CDM Mortgage Corporation hereby approves, ratifies and consents to the attached Supplemental Condominium Declaration and Annexation Agreement for the Quailridge Townhome Condominiums.

4

IN WITNESS WHEREOF, the said Company has caused its corporate name to be hereunto subscribed by its President hereunto affixed, and attested by its Secretary, this 15 day of January, 1985.



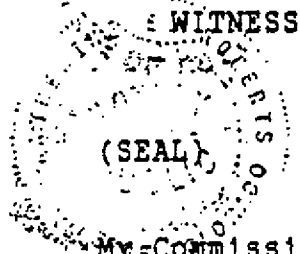
Mary D. Cole
Title: Secretary

By Rebekah E. Barnett
Title: President

STATE OF COLORADO)
COUNTY OF DENVER)

The foregoing was acknowledged before me this 15th day of January, 1985, by Rebekah E. Barnett and Mary D. Cole, authorized agents of CDM Mortgage Corporation.

WITNESS my hand and official seal.



Katherine E. Roberts
Notary Public

My Commission expires: 8/8/86
My address is:

950 So. Tebury #1100
Denver Colorado 80222

RECORDED IN
COUNTY OF JEFFERSON
STATE OF COLORADO
RECEPTION NO. 85088864
01/29/85 11:25 33.00

QUAILRIDGE TOWNHOME CONDOMINIUMS

EXHIBIT 'D'

10

<u>Condominium Unit No.</u>	<u>Condominium Building</u>	<u>Condominium Series</u>	<u>Undivided Interest in Common Elements appurtenant to each Condo- minium Unit *</u>
101	10	G	.0210532
102	10	G	.0210532
103	10	G	.0210532
104	10	G	.0210532
105	10	G	.0210532
106	10	G	.0210532
101	11	S	.0157893
102	11	S	.0157893
103	11	S	.0157893
104	11	S	.0157893
105	11	S	.0157893
106	11	S	.0157893
107	11	S	.0157893
108	11	S	.0157893
109	11	S	.0157893
110	11	S	.0157893
101	12	S	.0157893
102	12	S	.0157893
103	12	S	.0157893
104	12	S	.0157893
105	12	S	.0157893
106	12	S	.0157893
107	12	S	.0157893
108	12	S	.0157893

* The undivided interest in the Common Elements appurtenant to each Unit is subject to modification by annexations to the Declaration pursuant to Paragraph 33 of the Declaration.

Phase II -10-

RECORDED IN
COUNTY OF JEFFERSON
STATE OF COLORADO
RECEPTION NO. 85008864
01/29/85 11:25 33.00

QUAILRIDGE TOWNHOME CONDOMINIUMS

EXHIBIT 'D'

<u>Condominium Unit No.</u>	<u>Condominium Building</u>	<u>Condominium Series</u>	<u>Undivided Interest in Common Elements appurtenant to each Condo- minium Unit *</u>
101	13	S	.0157893
102	13	S	.0157893
103	13	S	.0157893
104	13	S	.0157893
105	13	S	.0157893
106	13	S	.0157893
107	13	S	.0157893
108	13	S	.0157893
101	14	G	.0210532
102	14	G	.0210532
103	14	G	.0210532
104	14	G	.0210535

RECORDED IN
COUNTY OF JEFFERSON
STATE OF COLORADO
RECEPTION NO. 85008664
01/29/85 11:25 33.00

* The undivided interest in the Common Elements appurtenant to each Unit is subject to modification by annexations to the Declaration pursuant to Paragraph 33 of the Declaration.

SECOND SUPPLEMENTAL CONDOMINIUM DECLARATION AND
ANNEXATION AGREEMENT FOR THE
QUAILRIDGE TOWNHOME CONDOMINIUMS

1-16

THIS SUPPLEMENTAL CONDOMINIUM DECLARATION AND ANNEXATION AGREEMENT is made and entered into this 28th day of January, 1985, by I10 Corporation, a Colorado corporation (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions of the Quailridge Townhome Condominiums (hereinafter referred to as the "Declaration"), which Declaration was recorded on November 15, 1984, at Book _____, Page _____, Reception No. 84103920 in the records in the office of the Clerk and Recorder of Jefferson County, Colorado; and

WHEREAS, Paragraph 33 f the Declaration provides as follows:

"33.1 Annexations by Declarant. Subject only to the prior approval of the Veterans Administration to determine that the annexation is in accord with the general plan heretofore approved by the Veterans Administration and to insure that future improvements will be consistent in terms of quality of construction, Declarant shall have and hereby specifically reserves the right until December 31, 1989, to annex from time to time any portion or portions of the property described in Exhibit 4 attached [to the Declaration] to the Property and to subject such additional property to the terms and provisions of this Declaration."

and

WHEREAS, Exhibit 4 to the Declaration provides the legal description of property which Declarant may annex to the Quailridge Townhome Condominiums (the "Annexable Property"); and

WHEREAS, Declarant is the owner, except for parcels thereof previously annexed to the Project, of the Annexable Property; and

WHEREAS, Declarant desires to annex a portion of such Annexable Property to the Quailridge Townhome Condominiums pursuant to Paragraph 33 of the Declaration, and to establish fifty-two (52) additional Condominium Units for annexation to the Project.

NOW, THEREFORE, Declarant hereby declares as follows:

1. Annexation of Property. Pursuant to Paragraph 33.1 of the Declaration, a portion of the Annexable Property is hereby annexed to the Project and the "Property" as defined in the Declaration and shall hereafter be held, sold, conveyed, encumbered, leased, rented, occupied and improved subject to the terms and provisions of the Declaration; said property being more fully described in Exhibit "A" attached hereto and incorporated herein by this reference.

2. Supplemental Map. Pursuant to Paragraph 33.2 of the Declaration, Declarant has prepared and recorded, or will prepare and record, in the records in the office of the Clerk and Recorder of Jefferson County, Colorado, a Supplemental Map for the Quailridge Townhome Condominiums covering the property which is described in Exhibit "A" attached hereto. 2

3. Division Into Condominium Units. Declarant hereby establishes fifty-two (52) additional Condominium Units for annexation to the Project and the "Property" as defined in the Declaration. Immediately upon the recording of the foregoing Supplemental Map and this Supplemental Condominium Declaration and Annexation Agreement, the total number of Condominium Units in the Project and their numeric designation shall be as set forth on Exhibit "B", attached hereto and incorporated herein by this reference. The interest in the Common Elements Appurtenant to each Individual Air Space Unit shall be as set forth in Exhibit 5 to the Declaration.

4. Definition. Unless otherwise defined herein, initially capitalized terms defined in the Declaration shall have the same meaning herein.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal as of the day and year first above written.

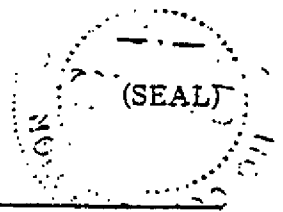
110 CORPORATION, a Colorado corporation

By Kalman Zeff
Kalman Zeff, President and
Authorized Agent

ATTEST:

Mary D. Cole
Mary D. Cole, Secretary

RECORDED IN
COUNTY OF JEFFERSON
STATE OF COLORADO
RECEPTION NO. 85008866
01/29/85 11:32 30.00



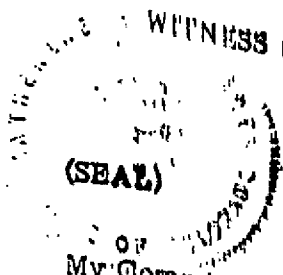
RECORDED IN
COUNTY OF JEFFERSON
STATE OF COLORADO
RECEPTION NO. 85088866
01/29/85 11:32 38.00

STATE OF COLORADO)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 28th day
of January, 19 85, by Kalman Zeff, as President and Authorized Agent,
and by Mary D. Cole, as Secretary of 110 CORPORATION, a Colorado corporation.

3

WITNESS my hand and official seal.



My Commission expires:

My address is:

Notary Public

August 8, 1986

950 South Cherry Street, Suite 1100

Denver, CO 80222

QUAILRIDGE TOWNHOME CONDOMINIUMS

MORTGAGEE APPROVAL

4

CDM Mortgage Corporation hereby approves, ratifies and consents to the attached Supplemental Condominium Declaration and Annexation Agreement for the Quailridge Townhome Condominiums.

IN WITNESS WHEREOF, the said Company has caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, and attested by its Secretary this 28th day of January, 1985.

CDM Mortgage Corporation

By Rebekah E. Barnett
Title: President

(SEAL)

ATTEST:

Mary D. Cole
Title: Secretary

STATE OF COLORADO)

COUNTY OF DENVER)

The foregoing was acknowledged before me this 28th day of January, 1985, by Rebekah E. Barnett and Mary D. Cole, authorized agents of CDM Mortgage Corporation.

WITNESS my hand and official seal.

(SEAL)

My Commission expires:

My address is:

Notary Public

August 8, 1986

950 South Cherry Street, Suite 1100

Denver, CO 80222

RECORDED IN
COUNTY OF JEFFERSON
STATE OF COLORADO
RECEPTION NO. 85008366
01/29/85 11:32 30.00

QUAILRIDGE TOWNHOME CONDOMINIUMS

VA APPROVAL

5

THE VETERANS ADMINISTRATION hereby approves, ratifies and consents to the attached Supplemental Condominium Declaration and Annexation Agreement for the Quailridge Townhome Condominiums.

IN WITNESS WHEREOF, the Veterans Administration has caused its name to be hereunto subscribed by its AGENT, MERLE C. SHIRLEY, this 28 day of JAN, 1985.

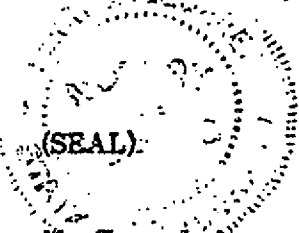
VETERANS ADMINISTRATION

By *Merle C. Shirley*
Authorized Agent

STATE OF COLORADO)
COUNTY OF _____)

The foregoing was acknowledged before me this 28 day of JAN-, 1985, by MERLE C. SHIRLEY, as authorized agent for the Veterans Administration.

WITNESS my hand and official seal.



Notary Public

My Commission expires:
9-26-87

My address is:

Loan Guaranty Division
VETERANS ADMINISTRATION
REGIONAL OFFICE
DENVER FEDERAL CENTER
DENVER, COLORADO 80225

RECORDED IN
COUNTY OF JEFFERSON
STATE OF COLORADO
RECEPTION NO. 85008866
01/29/85 11:32 30.00

EXHIBIT "A"
TO THE
SUPPLEMENTAL CONDOMINIUM DECLARATION
AND ANNEXATION AGREEMENT FOR THE
QUALRIDGE TOWNHOME CONDOMINIUMS

Legal description of property to be annexed hereby (Phase III):

A parcel of land located in Section 33, Township 3 South, Range 69 West of the Sixth Principal Meridian, City of Lakewood, County of Jefferson, State of Colorado, more particularly described as follows:

Commencing at the northeast (NE) corner of the southeast one-quarter (SE1/4) of the northeast one-quarter (NE1/4) of the southwest one-quarter (SW1/4) of said Section 33; thence S 00° 03' 42" E along the east line of the southwest one-quarter (SW1/4) of said Section 33, a distance of 297.28; thence S 86° 58' 02" W, a distance of 25.84 feet to the true point of beginning:

Thence S 86° 58' 02" W, a distance of 113.27 feet;
Thence N 03° 01' 58" W, a distance of 68.00 feet;
Thence S 86° 58' 02" W, a distance of 62.77 feet;
Thence S 72° 04' 47" W, a distance of 85.00 feet;
Thence S 17° 55' 13" E, a distance of 5.77 feet;
Thence S 72° 04' 47" W, a distance of 14.00 feet;
Thence S 19° 55' 13" E, a distance of 28.30 feet;
Thence S 70° 04' 47" W, a distance of 115.00 feet;
Thence N 34° 23' 40" W, a distance of 132.55 feet to a point of curvature; thence along the arc of a curve to the right having a central angle 21° 00' 14", a radius of 185.00 feet and an arc length of 67.82 feet;
Thence S 64° 59' 09" W, a distance of 121.07 feet;
Thence N 13° 17' 03" W, a distance of 227.68 feet;
Thence N 89° 58' 05" E, a distance of 654.99 feet;
Thence S 03° 55' 19" E, a distance of 299.34 feet to the true point of beginning.

Said parcel contains 3.745 acres (163160.64 square feet), more or less.

RECORDED IN
COUNTY OF JEFFERSON
STATE OF COLORADO
RECEPTION NO. 85806666
01/29/85 11:32 38.00

EXHIBIT "B"
 TO THE
 SUPPLEMENTAL CONDOMINIUM DECLARATION
 AND ANNEXATION AGREEMENT FOR
QUALRIDGE TOWNHOME CONDOMINIUMS

7

<u>Unit Number</u>	<u>Building Number</u>	<u>Condominium Series</u>
101	1	S
102	1	S
103	1	S
104	1	S
105	1	S
106	1	S
101	2	S
102	2	S
103	2	S
104	2	S
105	2	S
106	2	S
107	2	S
108	2	S
109	2	S
110	2	S
101	3	G
102	3	G
103	3	G
104	3	G
105	3	G
106	3	G
101	4	S
102	4	S
103	4	S
104	4	S
105	4	S
106	4	S
107	4	S
108	4	S

RECORDED IN
 COUNTY OF JEFFERSON
 STATE OF COLORADO
 RECEPTION NO. 85088866
 01/29/85 11:32 30.00

EXHIBIT "B"
 TO THE
 SUPPLEMENTAL CONDOMINIUM DECLARATION
 AND ANNEXATION AGREEMENT FOR
QUALRIDGE TOWNHOME CONDOMINIUMS

8

<u>Unit Number</u>	<u>Building Number</u>	<u>Condominium Series</u>
101	5	G
102	5	G
103	5	G
104	5	G
105	5	G
106	5	G
101	6	S
102	6	S
103	6	S
104	6	S
105	6	S
106	6	S
107	6	S
108	6	S
101	7	S
102	7	S
103	7	S
104	7	S
105	7	S
106	7	S
107	7	S
108	7	S
101	8	S
102	8	S
103	8	S
104	8	S
105	8	S
106	8	S
107	8	S
108	8	S
109	8	S
110	8	S
111	8	S
112	8	S

EXHIBIT "B"
 TO THE
 SUPPLEMENTAL CONDOMINIUM DECLARATION
 AND ANNEXATION AGREEMENT FOR
QUALRIDGE TOWNHOME CONDOMINIUMS

9

<u>Unit Number</u>	<u>Building Number</u>	<u>Condominium Series</u>
101	9	S
102	9	S
103	9	S
104	9	S
105	9	S
106	9	S
107	9	S
108	9	S
109	9	S
110	9	S
111	9	S
112	9	S
101	10	G
102	10	G
103	10	G
104	10	G
105	10	G
106	10	G
101	11	S
102	11	S
103	11	S
104	11	S
105	11	S
106	11	S
107	11	S
108	11	S
109	11	S
110	11	S
101	12	S
102	12	S
103	12	S
104	12	S
105	12	S
106	12	S
107	12	S
108	12	S

RECORDED IN
 COUNTY OF JEFFERSON
 STATE OF COLORADO
 RECEPTION NO. 85008866
 01/29/85 11:32 30.00

10

EXHIBIT "B"
TO THE
SUPPLEMENTAL CONDOMINIUM DECLARATION
AND ANNEXATION AGREEMENT FOR
QUAILRIDGE TOWNHOME CONDOMINIUMS

<u>Unit Number</u>	<u>Building Number</u>	<u>Condominium Series</u>
101	13	S
102	13	S
103	13	S
104	13	S
105	13	S
106	13	S
107	13	S
108	13	S
101	14	G
102	14	G
103	14	G
104	14	G

RECORDED IN
COUNTY OF JEFFERSON
STATE OF COLORADO
RECEPTION NO. 85008866
01/29/85 11:32 30.00