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COUNTY RECORDER
ADAMS COUNTY, COLO.

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CONDOMINIUM DECLARATION FOR STAR POINT CONDOMINIUMS

Table of Contents

Section		Page
	Article I Definitions	
1.1	Declaration	1
1.2	Declarant	1
1.3	Association	2
1.4	Property	2
1.5	Individual Air Space Unit	2
1.6	Condominium Unit	2
1.7	Condominium Building	2
1.8	Other Building	2
1.9	Common Elements	2
1.10	General Common Elements	3
1.11	Limited Common Elements	3
1.12	Owner	3
1.13	First Mortgage	3
1.14	First Mortgagee	4
1.15	Project	4
1.16	Condominium Map	4
1.17	Voluntary Membership	4
	Article II Division of Project Into Condominium Ownership	
2.1	Division Into Condominium Units	4
2.2	Inseparability	5
2.3	Non-Partitionability	5
	Article III Condominium Map	
3.1	Recording	5
3.2	Content	5
3.3	Amendments	6
	Article IV Owner's Property Rights in Common Elements	
4.1	Rights of Owner's Easements of Enjoyment and Rights of Ingress and Egress	6
4.2	Limited Common Elements	7
4.3	Major Recreational Facilities	7
	Article V Membership and Voting Rights in the Association	
5.1	Membership	7
5.2	Classes of Voting Membership	7

Section		Page
	Article VI The Association	
6.1	Management and Maintenance Duties and Duty to Establish Reserve Account	8
6.2	Owner's Negligence	8
6.3	Delegation of Management Duties	9
6.4	Acquiring and Disposing of Personal Property	9
6.5	Promulgation of Rules and Regulations	9
6.6	New Additions to Common Elements	9
	Article VII Assessments	
7.1	Personal Obligation for Assessments	10
7.2	Amount of Annual Common Expense Assessments	10
7.3	Reserves	11
7.4	Date of Commencement of Annual Common Expense Assessments	11
7.5	Rate of Assessment	11
7.6	Special Assessments	13
7.7	Notice of Quorum for Action Authorized Under Section 7.6	13
7.8	Lien for Assessments	12
7.9	Effect of Non-Payment of Assessments	13
7.10	Successor's Liability for Assessments	14
7.11	Subordination of Association's Lien for Assessments	14
7.12	Certificate of Status of Assessments	14
7.13	Contributions to Working Capital	15
7.14	First Mortgagees May Pay Assessments and Cure Defaults	15
7.15	Liens	15
	Article VIII Insurance	
8.1	Duty to Obtain and Maintain Insurance	15
8.2	Insurance Obtained by Owners	16
8.3	Notice of Loss to First Mortgagees	17
8.4	Annual Review of Insurance Policies	17
	Article IX Conveyances and Taxation of Condominium Units	
9.1	Contracts Entered Into Prior to Recording of Condominium Map and Declaration	17
9.2	Contracts Entered Into Subsequent to Recording of Condominium Map and Declaration	17
9.3	Legal Effect of Description	17
9.4	Taxation	18
	Article X Mechanic's Liens	
10.1	Mechanic's Liens	18
10.2	Enforcement by the Association	18

Section		Page
	Article XI **Restrictive Covenants**	
11.1	Residential Use	19
11.2	Declarant's Use	19
11.3	Conveyance of Condominium Units	19
11.4	Household Pets	19
11.5	Use of Common Elements	19
11.6	Exterior Changes	19
11.7	Signs and Advertising	20
11.8	Commercial Vehicles	20
11.9	Abandoned or Inoperable Vehicles	20
11.10	Prohibition of Increases in Insurable Risks and Certain Activities	20
11.11	Leases	21
11.12	Maintenance of Interiors	21
11.13	Nuisances	21
	Article XII **Easements**	
12.1	Recorded Easements	21
12.2	Encroachments	21
12.3	Utility Easements	22
12.4	Emergency Easement	22
12.5	Maintenance Easement	22
12.6	Drainage Easement	22
12.7	Easements of Access for Repair, Maintenance and Emergencies	23
12.8	Declarant's Rights Incident to Construction	23
12.9	Easements Deemed Created	23
	Article XIII **Damage, Destruction, Obsolescence or Condemnation**	
13.1	Association as Attorney-in-Fact	23
13.2	Damage or Destruction	24
13.3	Obsolescence	25
13.4	Condemnation	26
	Article XIV **Burdens and Benefits of Declaration**	
14.1	Covenants Running with Property	27
14.2	Binding Upon and Inure to the Successors	27
	Article XV **Amendment of Declaration**	
15.1	Amendment	28
15.2	Amendment by Declarant	28
15.3	Recording of Amendments	28

Article XVI
Veterans Administration or Federal
Housing Administration Approval

16.1	Amendments, Dissolutions, Mergers, Dedications, Etc.	28
16.2	Management Contracts	29

Article XVII
Annexations

17.1	Annexations by Declarant	29
17.2	Condominium Map for Annexation	29
17.3	Modification of Undivided Interests	29
17.4	New Additions of General and Limited Common Elements	30

Article XVIII
First Mortgagees

18.1	Member and First Mortgagee Approval	30
18.2	Notice of Action	32
18.3	Audit	33
18.4	Association Books and Records	33

Article XIX
Miscellaneous

19.1	Period of Condominium Ownership	33
19.2	Supplement to Condominium Ownership Act	33
19.3	Enforcement	33
19.4	Registration of Mailing Address	33
19.5	Non-Waiver	33
19.6	Severability	34
19.7	Number and Gender	34
19.8	Captions	34
19.9	Conflicts of Documents	34

CONDOMINIUM DECLARATION

FOR

STAR POINT CONDOMINIUMS

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Winfield Homes No. I, Inc., a Colorado corporation (hereinafter called "Declarant") is the owner of that certain real property situated in the County of Adams, State of Colorado, being more particularly described on Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, Declarant plans to construct multi-unit buildings on the above-described property, including improvements and appurtenances thereto and thereon, and it desires hereby to provide for the condominium ownership of the same pursuant to the provisions of the Condominium Ownership Act of the State of Colorado; and

WHEREAS, Declarant desires to subject and place upon the above-described property certain covenants, conditions, restrictions, easements, reservations, rights-of-way and other charges set forth herein for the purpose of protecting the value and desirability of said property and for the purpose of furthering a plan for the improvement, sales and condominium ownership of said property, to the end that a harmonious and attractive development of said property may be accomplished and the health, comfort, safety, convenience and general welfare of the Declarant, its successors and assigns of interest in said property, or any portion thereof, promoted and safeguarded.

NOW, THEREFORE, in consideration of the premises, the provisions hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant hereby submits the above-described property, together with all improvements, appurtenances and facilities thereto and now or hereafter thereon, to condominium ownership under the Condominium Ownership Act of the State of Colorado, as the same may be amended from time to time, and hereby imposes upon all of said property the following terms, provisions, covenants, conditions, restrictions, easements, reservations, uses, limitations and obligations, which shall be deemed to run with the above-described property and all property hereafter annexed to this Declaration and shall be a burden and a benefit to Declarant, its successors, assigns and any person acquiring or owning any interest in the above-described property and/or annexed property, their grantees, successors, heirs, executors, administrators, devisees or assigns.

ARTICLE I

DEFINITIONS

1.1 Declaration. "Declaration" shall mean and refer to this Condominium Declaration, as it may be amended from time to time.

1.2 Declarant. "Declarant" shall mean and refer to Winfield Homes No. I, Inc., a Colorado corporation, its successors and assigns, if such successors and assigns acquire one or more portions of the Property from the Declarant for the purpose of constructing Condominium Buildings thereon.

1.3 Association. "Association" shall mean and refer to the Star Point Condominium Association, Inc., a Colorado nonprofit corporation, its successors and assigns. The Association shall act by and through its Board of Directors.

1.4 Property. "Property" shall mean and refer to the property described in Exhibit A attached hereto, together with any property which is hereafter annexed to this Declaration pursuant to the provisions of Article XVII hereof.

1.5 Individual Air Space Unit. "Individual Air Space Unit" shall mean and refer to the air space contained within the enclosed rooms occupying part of a floor or floors in a Condominium Building and bounded by the unfinished interior surfaces of the perimeter walls (or the adjoining walls, if two or more Individual Air Space Units adjoin each other), unfinished interior surfaces of floors (or the lowermost floors, if it is an Individual Air Space Unit containing more than one level), unfinished interior surfaces of ceilings (or the uppermost ceilings, if it is an Individual Air Space Unit containing more than one level), windows and window frames, doors and door frames of a Condominium Building, and separately identified on the Condominium Map. Said Individual Air Space Unit is to be used for residential purposes and shall have access to the public street.

1.6 Condominium Unit. "Condominium Unit" shall mean and refer to the fee simple interest in and to an Individual Air Space Unit, together with all fixtures and improvements therein contained, and together with the undivided interest in the Common Elements appurtenant to the Individual Air Space Unit as shown on Exhibit B, attached hereto and incorporated herein by this reference, which undivided interest is subject to being modified by annexations to this Declaration pursuant to the provisions of Article XVII hereof.

1.7 Condominium Building. "Condominium Building" shall mean and refer to any building (including all fixtures and improvements therein contained) located on the Property and within which one or more Individual Air Space Units are located.

1.8 Other Building. "Other Building" shall mean and refer to any building or other similar structure (including all fixtures and improvements therein contained) located on the Property, but excluding any Condominium Building.

1.9 Common Elements. "Common Elements" shall mean and refer to the totality of:

(a) The Property; and

(b) The Other Buildings; and

(c) The Condominium Buildings (including, but not by way of limitation, the foundations, columns, girders, beams, supports, perimeter and supporting walls, chimneys, fireplaces, roofs, patios, balconies, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances and exits, and the mechanical installations of the Condominium Buildings consisting of the equipment and materials making up any central services such as power, light, gas, hot and cold water, heating, refrigeration, central air conditioning and incinerating which exist for common uses, including the pipes, vents, ducts, flues, chutes, conduits, wires, and other similar utility installations used in connection therewith), except for the Individual Air Space Units; and

(d) Any yards, sidewalks, walkways, paths, bicycle paths, grass, shrubbery, trees, driveways, private streets, parking areas, landscaping, gardens, and recreational areas and facilities, if any, located on the Property; and

(e) The tanks, pumps, motors, fans, compressors, ducts, and in general, all apparatus, installations and equipment of the Condominium Buildings existing for common use of the Owners; and

(f) In general, all other parts of the Project existing for the common uses of the Owners, and all other parts of the Project necessary or convenient to its existence, maintenance or safety, or normally in common use.

1.10 General Common Elements. "General Common Elements" shall mean and refer to all of the Common Elements except the Limited Common Elements.

1.11 Limited Common Elements. "Limited Common Elements" shall mean and refer to those parts of the Common Elements which are either limited to and reserved for the exclusive use of the Owner or Owners of a particular Condominium Unit or are limited to and reserved for the common use of the Owners of more than one, but fewer than all, of the Condominium Units. Without limiting the foregoing, the Limited Common Elements shall include the balcony or patio and the fireplace adjacent to an Individual Air Space Unit, any storage closet or storage area which may be designated on any Condominium Map for use as a Limited Common Element by a specific Condominium Unit, any covered automobile parking space which may be designated on any Condominium Map for use as a Limited Common Element by a specific Condominium Unit, and the utility, heating, air conditioning and domestic hot water equipment contained within such Individual Air Space Unit. The balcony or patio and the fireplace which is accessible from, associated with, and which adjoins a particular Individual Air Space Unit, any storage closet, storage area or covered automobile parking space, which may be so designated on the Condominium Map, as aforesaid, and the utility, heating, air conditioning and domestic hot water equipment associated therewith shall, without further reference thereto, be used in connection with such Individual Air Space Unit to the exclusion of the use thereof by the other Owners, except by invitation. No reference thereto need be made in any instrument of conveyance, encumbrance or other instrument.

1.12 Owner. "Owner" shall mean and refer to any record owner (including Declarant and including a contract seller), 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 merely as security for the performance of an obligation (unless such person has acquired fee simple title interest therein pursuant to foreclosure or any proceedings in lieu thereof). When a person who is an Owner conveys or otherwise assigns of record his fee simple title interest to a Condominium Unit, then, retroactive to the date of such conveyance or assignment, such person shall thereafter cease to be an Owner; provided, however, that the foregoing shall not in any way extinguish or otherwise void any unsatisfied obligation of such person which existed or arose at the time of such conveyance or assignment, specifically including, without limiting the generality of the foregoing, any unsatisfied obligation to pay Association assessments, charges or fees.

1.13 First Mortgage. "First Mortgage" shall mean and refer to any unpaid and outstanding mortgage, deed of trust or other security instrument recorded in the records of the office of the Clerk and Recorder of the County of Adams, Colorado,

having priority of record over all other recorded liens except those governmental liens made superior by statute (such as general ad valorem tax liens and special assessments). "First Mortgage" shall also mean and refer to any executory land sales contract wherein the Administrator of Veterans Affairs, and Officer of the United States of America, is the original 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 a remote assignee, and the land records in the Office of the Clerk and Recorder of the County of Adams, Colorado, show the said Administrator as having the record title to the Condominium Unit.

1.14 First Mortgagee. "First Mortgagee" shall mean and refer to any person named as a mortgagee or beneficiary under any First 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 the seller, whether such contract is recorded or not and the land records in the Office of the Clerk and Recorder of the County of Adams, Colorado, show the said Administrator as having the record title to the Condominium Unit), or any successor to the interest of any person under such First Mortgage.

1.15 Project. "Project" shall mean and refer to the totality of all the Property, Condominium Buildings, Other Buildings, Condominium Units and Common Elements.

1.16 Condominium Map. "Condominium Map" shall mean and refer to the Condominium Map for Star Point Condominiums, recorded or to be recorded in the records of the office of the Clerk and Recorder of the County of Adams, Colorado. More than one Condominium Map or supplement thereto may be recorded; and, without limiting the generality of the foregoing, separate Condominium Maps may be recorded for each Condominium Building and/or for each annexation to this Declaration pursuant to the provisions of Article XVII hereof. If more than one condominium map or supplements thereto are recorded, then the term "condominium Map" shall collectively mean and refer to all of such condominium maps and supplements thereto.

1.17 Voluntary Membership. "Voluntary Membership" shall mean and refer to a grant by the Association through its Board of Directors of a non-exclusive license to any owner or occupant of a townhouse, condominium unit, apartment, or other residential dwelling unit, or any number of such owners or occupants of the same townhouse, condominium unit, apartment, or dwelling unit, their guests and invitees, but excluding Owners of Condominium Units, who shall be Members of the Association, with all of the rights incident thereto, by virtue of their ownership of a Condominium Unit as provided in Section 5.1 hereof, to use and enjoy any recreational facilities, constructed or which may hereafter be constructed on the Property; provided that any Voluntary Memberships shall be subject to the terms and conditions provided in Section 4.1.7 hereof and such other terms and conditions, and such rules and regulations as established from time to time by said Board of Directors in its sole discretion, including, without limitation, a license for access reasonably necessary or expedient for ingress and egress to and from said recreational facilities across the Property or portions thereof.

ARTICLE II

DIVISION OF PROJECT INTO CONDOMINIUM OWNERSHIP

2.1 Division Into Condominium Units. The Project is hereby initially divided into 14 separate Condominium Units as

identified in Exhibit B attached hereto; provided, however, that such number of Condominium Units may be modified by annexations to this Declaration pursuant to the provisions of Article XVII hereof. Each Unit Owner shall own an undivided interest in the Common Elements appurtenant to the Condominium Unit as is set forth in Exhibit B. Such undivided interest in the Common Elements is determined by dividing the total square footage of all Condominium Units into the square footage of the Owner's Condominium Unit.

2.2 Inseparability. Each Condominium Unit, the undivided interest in the Common Elements appurtenant thereto, as well as all other appurtenances, rights and burdens, shall together comprise one Condominium Unit, which Condominium Unit shall be inseparable and may be transferred, conveyed, leased, devised, encumbered or otherwise disposed of only as a Condominium Unit. Every conveyance, transfer, devise, lease, encumbrance or other disposition of a Condominium Unit shall be deemed to be a conveyance, transfer, devise, lease, encumbrance or other disposition, as the case may be, of the entire Condominium Unit, together with all appurtenant rights, interests, duties and obligations, created by law or by this Declaration.

2.3 Non-Partitionability. The Common Elements shall be owned in common by all of the Owners and shall remain undivided. By the acceptance of his deed or other instrument of conveyance or assignment, each Owner specifically waives his right to institute and/or maintain a partition action or any other action designed to cause a division of the Common Elements. Furthermore, each Owner agrees that this Section 2.3 may be pleaded as a bar to the maintenance of such an action. Any violation of this Section shall entitle the Association to collect, jointly and severally, from the parties violating the same, the actual attorney's fees, costs, expenses and all damages which the Association incurs in connection therewith.

ARTICLE III

CONDOMINIUM MAP

3.1 Recording. The initial Condominium Map, covering all or any portion of the Property, and each subsequent Condominium Map, if any, shall be recorded in the office of the Clerk and Recorder of the County of Adams, State of Colorado, prior to conveyance of the first Condominium Unit shown on such Condominium Map.

3.2 Content. Each Condominium Map shall depict and show at least the following: the legal description of the land and a survey thereof; the location of the Condominium Building(s) in reference to the exterior boundaries of the land; the floor and elevation plans; the location of the Condominium Units within the Condominium Building(s), both horizontally and vertically; a designation of which Common Elements contained in a Condominium Building are Limited Common Elements; the Condominium Unit designations; and the Condominium Building designations. Each such Condominium Map shall contain the certificate of a registered professional engineer, licensed architect or registered land surveyor certifying that the Condominium Map substantially depicts the location and the horizontal and vertical measurements of the aforesaid information; and an affirmation that such Condominium Map was prepared subsequent to substantial completion of the improvements shown thereon. In interpreting the Condominium Map, the existing physical boundaries of each separate Condominium Unit, as constructed, shall be conclusively presumed to be its boundaries.

3.3 Amendments. Declarant hereby reserves unto itself and the Association, the right, from time to time, without obtaining the consent or approval of any Owner or First Mortgagee, to amend any Condominium Map in order to conform such Condominium Map to the actual location of any improvement(s) constructed, installed or erected on the Property, designate or vacate and relocate any parking area(s), parking space(s), storage closet(s) or storage area(s), including, but not limited to, the vacation and relocation or reassignment of any storage closet(s), storage area(s) or parking space(s) identified on any Condominium Map as Limited Common Elements, and establish and designate any General Common Elements as Limited Common Elements. The rights accorded to Declarant in this Section 3.3 shall expire upon conveyance by Declarant of the last condominium Unit to the first Owner thereof (other than Declarant) or on January 1, 1990, whichever occurs first.

ARTICLE IV

OWNER'S PROPERTY RIGHTS IN COMMON ELEMENTS

4.1 Rights of Owner's Easements of Enjoyment and Rights of Ingress and Egress. Every Owner, his family members, guests and licensees shall have a right and easement of enjoyment in and to the General Common Elements and those Limited Common Elements appurtenant to his Condominium Unit, plus a right and easement of ingress and egress over, across and upon the General Common Elements for the purpose of getting to and from his Condominium Unit, parking areas, any recreational facilities and public ways, for both pedestrian and vehicular travel, which rights and easements shall be appurtenant to and pass with the transfer of title to the Owner's Condominium Unit; provided, however, that such rights and easements shall be subject to the following:

4.1.1 The terms, provisions, covenants, conditions, restrictions, easements, reservations, uses, limitations and obligations contained in this Declaration and the Condominium Map; and

4.1.2 The right of the Association to charge reasonable admission and other fees for the use of any recreational or other facility which is part of the Common Elements; and

4.1.3 The right of the Association to suspend the voting rights and any and all rights of any Owner to the use of any recreational facilities for any period during which any Association assessment against such Owner or against such Owner's condominium Unit remains unpaid, and, for any period not to exceed sixty (60) days, as a result of such Owner's infraction, or the infraction by any member of such Owner's family or such Owner's guests or invitees, of any rule or regulation of the Association; and

4.1.4 The right of the Association to limit the number of guests or invitees of each Owner which may use any recreational or other facilities contained in the Common Elements; and

4.1.5 The right of the Association to adopt, from time to time, rules and regulations concerning the Common Elements and any facilities located thereon, as the Association may determine is necessary or prudent; and

4.1.6 The right of the Association, from time to time, to assign specific parking spaces or areas for the exclusive use of the Owners of particular Condominium Units or

particular Condominium Buildings, and to change the assignment thereof; provided, however, that each Condominium Unit shall have the right to use at least one parking space for the purpose of automobile parking, and each Owner of that Condominium Unit shall have the right to use such parking space; and

4.1.7 The right of the Association to grant Voluntary Memberships for and in consideration of the payment of membership fees for each Voluntary Membership in an amount to be established from time to time by the Board of Directors of the Association in its sole discretion, and upon such other terms and conditions, and subject to such rules and regulations, as established from time to time by said Board of Directors in its sole discretion.

4.2 Limited Common Elements. Subject to the terms and provisions of this Declaration, every Owner shall have the exclusive right to use and enjoy the Limited Common Elements appurtenant to his Condominium Unit.

4.3 Major Recreational Facilities. The Condominium Project does not have any major recreational facility; consequently, no special fees of any kind are being charged in connection therewith.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

5.1 Membership. Every Owner of a Condominium Unit which is subject to assessment hereunder shall be member of the Association and shall remain a member for the period of his ownership of a Condominium Unit; provided, however, that in no event shall the total number of Association votes which are cast with respect to such Condominium Unit exceed the total number of votes allocable thereto, as provided in Section 5.2 hereof. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Condominium Unit. The annexation of property to the Condominium Project and the addition of Condominium Units to the Condominium Project will increase the number of voting members, and will dilute the voting power of those who are already Unit Owners.

5.2 Classes of Voting Membership. The Association shall have two classes of voting membership.

(a) Class A. The Class A members shall be all Owners, with the exception of Declarant, and shall be entitled to one vote for each Condominium Unit owned. When more than one Owner holds an interest in the same Condominium Unit, all such Owners shall be members and the vote for such Condominium Unit shall be cast as the Owners thereof agree, but in no event shall more than one vote per question be cast with respect to such Condominium Unit. If the Owners of such Condominium Unit do not agree as to the manner in which their vote should be cast when called upon to vote, then they shall be treated as having abstained.

(b) Class B. The Class B member(s) shall be Declarant, and shall be entitled to three votes for each Condominium Unit owned which is neither leased, nor rented, nor otherwise occupied as a residence. Leasing, renting, or allowing entry for residential occupancy shall terminate the Declarant's weighted voting advantage in relation to any Condominium Unit so leased, rented or occupied as a residence, and will limit Declarant in relation to any such Condominium Units to the same voting rights as a Class A member. The Class B membership shall cease and be converted to Class A membership

on the happening of either of the following events, whichever occurs earlier:

(i) when the total votes outstanding in the Class A membership equal the total votes outstanding the Class B membership; or

(ii) on January 1, 1990.

ARTICLE VI

THE ASSOCIATION

6.1 Management and Maintenance Duties and Duty to Establish Reserve Account. Subject to the rights of Owners as set forth in this Declaration, the Association shall:

(a) be responsible for the exclusive management, control, maintenance, repair, replacement and improvement of the Common Elements (including facilities, furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair; provided, however, that each Owner shall be responsible for keeping the Limited Common Elements, or portions thereof, designated for use solely in connection with his Condominium Unit, including, but not limited to, the balcony or patio and fireplace which is accessible from, associated with, and which adjoins such Owner's Individual Air Space Unit, and any storage closet or storage area which may be designated on the Condominium Map as a Limited Common Element for use by the Owner(s) of a specific Condominium Unit, in a good, clean, sanitary and attractive condition;

(b) maintain and repair the exterior surfaces of the Condominium Buildings (including, without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, and the maintenance and repair of roofs), but excluding windows or window washing or any maintenance, repair or replacement as provided in Section 6.2 of this Declaration;

(c) maintain in good, clean, attractive and sanitary condition, order and repair, recreational facilities which may be a part of the Common Elements;

(d) maintain all grass, trees, shrubbery, flowers and similar landscaping constituting part of the Common Elements; and

(e) establish and maintain, out of the monthly installments of the annual assessments, an adequate reserve fund for maintenance, repair and replacement of those Common Elements which must be maintained, repaired or replaced on a periodic basis.

Expenses, costs and fees of such management, operation, maintenance, repair, replacement and improvement by the Association, shall be part of the annual common expense assessment levied by the Association and the prior approval of the Owners shall not be required in order for the Association to pay any such expenses, costs and fees.

6.2 Owner's Negligence. Notwithstanding anything to the contrary contained in this Declaration, in the event that the need for maintenance, repair or replacement of the Common Elements, or any portion thereof, is caused through or by the negligent or willful act or omission of an Owner, or by any member of an Owner's family or by an Owner's guests or invitees (such determination of negligence or willful act or omission,

and the amount of the Owner's liability therefor, having been determined by the Association by a hearing after notice to the Owner), then the expenses, costs and fees incurred by the Association for such maintenance, repair or replacement shall be the personal obligation of such Owner; and, if not repaid to the Association within ten (10) days after the Association shall have given notice to the Owner of the total amount of such expenses, costs and fees, or any portions thereof, from time to time, then the failure to so repay shall automatically become a default assessment determined and levied against such Condominium Unit and Owner, and the Association may proceed in accordance with Section 7.9 hereof.

6.3 Delegation of Management Duties. The Association may utilize professional management in performing its duties hereunder. Any agreement for professional management of the Association's business shall provide for termination by either party with or without cause and without payment of a termination fee upon thirty (30) days prior written notice, and shall have a maximum term of one (1) year. Further, each and every management contract made between the Association and a manager or managing agent while there is a Class B Membership, shall terminate absolutely, in any event, not later than thirty (30) days after termination of the Class B membership. All such management contracts entered into by the Association with a manager or managing agent while there is a Class B Membership shall be subject to review and approval by the Federal Housing Administration of the U. S. Department of Housing and Urban Development or the Veterans Administration.

6.4 Acquiring and Disposing of Personal Property. The Association may acquire, own and hold for the use and benefit of all Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise. The beneficial interest in any such property shall be deemed to be owned by the Owners in the same undivided proportion as their respective undivided interests in the Common Elements. Such interest of an Owner shall not be transferable except with the transfer of that Owner's Condominium Unit. Transfer of a Condominium Unit, including transfer pursuant to foreclosure, shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto. Each Owner may use such personal property in accordance with the purposes for which it is intended, provided that such use shall not hinder or encroach upon the lawful rights of other Owners.

6.5 Promulgation of Rules and Regulations. The Board of Directors of the Association may promulgate and enforce, including, without limitation, enforcement by levying and collecting fines for the violation thereof, reasonable rules and regulations governing the use of the Condominium Units and the Common Elements. The Association or any aggrieved Owner may take judicial action against any Owner to enforce compliance with such rules and regulations, and with the provisions of this Declaration and the Articles of Incorporation and By-Laws of the Association, to obtain damages for noncompliance or for injunctive relief, or both, all to the extent permitted by law.

6.6 New Additions to Common Elements. Subject to the other provisions of this Declaration (specifically including, but not limited to, Section 7.6 hereof), the Association shall have the right to construct new additions to the Common Elements. Ownership of, and the common expenses for, any such additions to the Common Elements, shall be apportioned among all Condominium Units in proportion to the respective undivided interest in the Common Elements appurtenant thereto, as shown in Exhibit B attached hereto, which undivided interests may be

modified by annexations to this Declaration pursuant to the provisions of Article XVII hereof. Except with respect to any annexations to this Declaration pursuant to the provisions of Article XVII hereof, the construction of new additions to the Common Elements shall not affect an Owner by way of modification of his voting power in the Association.

ARTICLE VII

ASSESSMENTS

7.1 Personal Obligation for Assessments. All Owners, including Declarant and including any purchaser under an executory land sales contract wherein the Administrator of Veterans Affairs is identified as the seller, covenants and agrees, and shall be personally obligated, to pay to the Association: (a) annual common expense assessments imposed by the Association to meet the common expense and reserve requirements of the Association; (b) special assessments, pursuant to Section 7.6 of this Declaration; and (c) other charges, fees and assessments, including, without limitation, default assessments, as provided in this Declaration. All Owners of each Condominium Unit shall be jointly and severally liable to the Association for the payment of all assessments, fees and charges attributable to their Condominium Unit. The personal obligation for delinquent assessments shall not pass to an Owner's successor in title or interest unless expressly assumed by them. No Owner may waive or otherwise escape personal liability for the payment of the assessments, charges and fees provided for herein by non-use of the Common Elements or the facilities contained therein or by abandonment or leasing of his Condominium Unit. In addition to the foregoing assessments, charges and fees, each Owner shall have the obligation to pay real property ad valorem taxes and special assessments imposed by Colorado governmental subdivisions against his Condominium Unit, as well as all charges for separately metered utilities servicing his Condominium Unit. The charges for utilities which are master metered shall be included in the annual common expense assessments levied by the Association.

7.2 Amount of Annual Common Expense Assessments.

(a) The initial monthly common expense assessment for each Condominium Unit shall be as set forth in Exhibit B hereto or, with respect to Condominium Units annexed to this Declaration pursuant to Article XVII hereof, as provided in the annexation document recorded in the office of the Clerk and Recorder of Adams County, Colorado, pursuant thereto, subject to the rate of assessment on Condominium Units owned by Declarant as more fully provided in Section 7.5 hereof. The initial annual common expense assessment for each Condominium Unit shall be the amount of the monthly common expense assessment for that Condominium Unit, as aforesaid, multiplied by the number of months in such first annual common expense assessment year.

(b) Commencing with the second assessment year and thereafter, each annual common expense assessment shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the payment of all estimated expenses relating to or connected with the administration, maintenance, ownership, repair, operation, addition, alteration and improvement of the Project, the Common Elements, and personal property owned by the Association, except as otherwise provided in this Declaration. The annual common expense assessment per Condominium Unit shall be set with regard to the percentage ownership of common elements for each Condominium Unit. The Association may, in its discretion, set forth in the annual budget and the annual common expense assessment the division of the assessment charge between the General and Limited Common

Elements, and the percentage of the assessment charge to be spent on each, however, no such division is required. Initially, each unit will have a percentage ownership interest as set forth in Exhibit "B" hereto. If addition Condominium Units are annexed to the condominium project, as anticipated, the percentage of ownership in the Common Element for each condominium unit will decrease.

The annual common expense assessment per Condominium Unit shall be calculated by taking the total amount of the aforesaid advance budget of the cash requirements estimated by the Association for the annual assessment year multiplied by the percentage ownership interest in the Common Elements applicable to that particular Condominium Unit. The amount of said advance budget may include, but shall not be limited to: expenses of management; premiums for insurance; landscaping and care of common grounds; common lighting and heating; repairs and renovations of Common Elements; trash collection; wages; common water and sewer charges; taxes, legal and accounting fees; management fees; costs, expenses and liabilities incurred by the Association's Board of Directors on behalf of the Owners under or by reason of this Declaration, the Articles of Incorporation or By-Laws of the Association; the creation of reasonable reserves, working capital and/or sinking funds; and any and all other costs and expenses relating to the Common Elements and/or the Project. Written notice of any change in the annual common expense assessment shall be sent to every Owner subject thereto at least thirty (30) days in advance of the annual assessment year. In the event notice of an increase in the annual common expense assessment is not provided, as aforesaid, it shall be presumed that the annual common expense assessment will remain at the amount of the annual common expense assessment then in effect.

7.3 Reserves. The Association shall establish reserves for the maintenance, repair and replacement of those Common Elements that must be periodically maintained, repaired or replaced. Such reserves shall be funded through the monthly payments of the annual common expense assessments.

7.4 Date of Commencement of Annual Common Expense Assessments. The initial annual common expense assessment shall commence on the date of conveyance by Declarant of the first Condominium Unit, and the second and each subsequent annual common expense assessment period shall correspond with the fiscal year of the Association. The annual common expense assessments shall be made due and payable in twelve (12) monthly installments per annum on such dates as determined by the Board, provided that the first annual common expense assessment shall be adjusted according to the number of months in the first annual al common expense assessment year. Any Owner purchasing a Condominium Unit between installment due dates shall pay a pro rata share of the last installment due.

7.5 Rate of Assessment. Both annual common expense and special assessments shall be fixed at such rates for all Condominium Units sufficient to meet the expected needs of the Association, provided that the annual common expense and special assessment rate set for each Condominium Unit owned by Declarant and which is neither leased, nor rented, nor otherwise occupied as a residence shall be fixed at twenty-five percent (25%) of the assessment rate for Condominium Units of comparable square footages of living area, said assessment rates to be in such amounts as established pursuant to Section 7.2 and 7.6 hereof. Condominium Units which are owned by Declarant and which are leased, rented, or otherwise occupied as a residence shall, commencing on the date of residential occupancy thereof, be assessed at the same rate as other Condominium Units, as provided in Section 7.2 and 7.6 hereof. In the event all assessed fees, including, but not limited to, those portions of

assessments for reserves, and all other income from whatever source, due to the Association fail to equal or exceed the actual expenses incurred by the Association during the annual common expense assessment period because of such partial Declarant assessment, then Declarant shall, upon written notice from the Association, pay a sufficient amount, up to the amount of full parity on such assessment, to the Association to meet any such shortfall so long as: (a) such notice must be given within one (1) year after the end of each annual common expense assessment period and is waived if not made in such timely manner (such final one-year period to terminate one (1) year after conveyance of the last Condominium Unit owned by Declarant; and (b) Declarant shall have no obligation for any such shortfall caused by any decrease in assessments or expenditures for capital improvements, unless the same has been previously approved in writing by Declarant.

7.6 Special Assessments. In addition to the assessments authorized above, the Association may at any time, from time to time, determine, levy and assess, which determination, levy and assessment may be made by the Association's Board of Directors with the consent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for that purpose, a special assessment applicable to that particular assessment year for the purpose of defraying, in whole or in part, payments for any operating deficit and/or unbudgeted costs, fees and expenses of any construction, reconstruction, repair, demolition, replacement or maintenance of the Common Elements, specifically including, without limitation, any fixtures and personal property related thereto. The amounts determined, levied and assessed pursuant hereto against each Condominium Unit shall be calculated by taking the total amount of the special assessment to be collected from all Owners multiplied by the percentage ownership interest in the Common Elements applicable to the Condominium Unit, as more fully provided in 7.2(b) hereof, provided that the Declarant shall be assessed at a rate which is twenty-five percent (25%) of the rate assessed against Condominium Units of comparable square footages of living area, as more fully provided in Section 7.2 hereof, and shall be due and payable as determined by the Association's Board of Directors. As long as there is a Class B membership, any special assessment for capital improvement(s) shall also require the written approval of the Veterans Administration or the Federal Housing Administration of the U. S. Department of Housing and Urban Development. "Capital Improvement", as used herein, shall mean the construction, erection or installation of substantial structure(s) or other substantial improvements on the Property, but shall not include the construction, reconstruction, erection, installation, maintenance, repair or replacement of Common Elements presently located on the Property or which may hereafter be constructed, erected or installed on the Property by Declarant in its development of the Project. Notice in writing setting forth the amount of such special assessment per Condominium Unit and the due date for payment thereof shall be given to the Owners not less than thirty (30) days prior to such due date.

7.7 Notice of Quorum for Action Authorized Under Section 7.6. Written notice of any meeting called for the purpose of voting on a special assessment pursuant to Section 7.6 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than

sixty (60) days following the preceding meeting.

7.8 Lien for Assessments. The assessments, charges and fees, including, without limitation, any default assessment arising under the provisions of Sections 6.2, 10.2 or 11.10 hereof, as well as any monthly or other installments thereof, provided for in this Declaration (together with any and all interest, costs, late charges, expenses and reasonable attorney's fees which may arise under the provisions of this Declaration), shall be burdens running with, and a perpetual lien in favor of the Association upon, the specific Condominium Unit to which such assessments apply. To evidence such lien upon a Condominium Unit, the Association may prepare a written lien notice setting forth a description of the Condominium Unit, the amount of assessments thereon which are unpaid as of the date of such lien notice, the name of the Owner or Owners thereof, and any and all other information that the Association may deem proper. The lien notice shall be signed by a member of the Board of Directors of the Association, by an officer of the Association or by a designated agent or attorney of the Association, and shall be recorded in the office of the Clerk and Recorder of the County of Adams, State of Colorado. The recording of any written lien notice shall not constitute a condition precedent nor delay the attachment of the lien, but such lien is a perpetual lien upon each Condominium Unit and attaches without notice at the beginning of the first day of any period for which any assessment is levied or assessed.

7.9 Effect of Non-Payment of Assessments. Any assessment charge or fee provided for in this Declaration, including, without limitation, any default assessment arising under the provisions of Section 6.2, 10.2 or 11.10 hereof, or any monthly or other installment thereof, which is not fully paid within thirty (30) days after the due date thereof, shall bear interest at the rate of twenty percent (20%) per annum, and the Association may assess a monthly late charge thereon. Further, the Association may bring an action at law or in equity, or both, against any Owner personally obligated to pay such overdue assessments, charges or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Owner's Condominium Unit. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid assessments, charges or fees, or any monthly or other installment thereof, may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien therefor. In the event that any such assessment, charge or fee, or monthly or other installment thereof, is not fully paid when due and the Association shall commence such an action (or shall counterclaim or crossclaim for such relief in any action) against any Owner personally obligated to pay the same, or shall proceed to foreclose its lien against the particular Condominium Unit, then all unpaid assessments, charges and fees, and all unpaid monthly or other installments thereof, any and all late charges and accrued interest under this Section 7.9, the Association's costs, expenses and reasonable attorney's fees incurred for preparing and recording any lien notice, and the Association's costs of suit, expenses and reasonable attorney's fees incurred for any such action and/or foreclosure proceedings, shall be taxed by the court as a part of the costs of any such action or foreclosure proceeding and shall be recoverable by the Association from any Owner personally obligated to pay the same and from the proceeds of any foreclosure sale of such Owner's Condominium Unit. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent assessments, charges or fees, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Condominium Unit at foreclosure

or other legal sale, and to acquire and hold, lease, mortgage, vote the Association votes appurtenant to ownership thereof, convey or otherwise deal with the same.

7.10 Successor's Liability for Assessments. Notwithstanding any terms and provisions of this Declaration to the contrary, the sale or transfer of any Condominium Unit shall not affect the lien for assessments, charges or fees levied hereunder, except that sale or transfer of a Condominium Unit pursuant to foreclosure of a First Mortgage (including any executory land sales contract wherein the Administrator of Veterans Affairs, an Officer of the United States of America, is the original seller, whether such contract is recorded or not and whether such contract is owned by the said Administrator), or any proceeding in lieu thereof, including deed in lieu of foreclosure, cancellation or forfeiture of any such Veterans Administration executory land sales contract, shall extinguish the lien of Association assessments which became due prior to any such sale or transfer or foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture of any such Veterans Administration executory land sales contract; provided, however, that any such assessments, charges or fees which are extinguished as provided herein may be reallocated and assessed to all Condominium Units as a common expense. Further, no First Mortgagee shall be liable for any unpaid assessments, charges or fees, or portion thereof, accruing against a Condominium Unit prior to the time such First Mortgagee takes title to such Condominium Unit pursuant to any remedy provided in its First Mortgage or by law. No such sale, transfer, foreclosure or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture of any such Veterans Administration executory land sales contract, shall relieve any Owner from liability for any assessments, charges or fees, or any portion thereof, thereafter becoming due, nor such Owner's Condominium Unit from the lien thereof.

7.11 Subordination of Association's Lien for Assessments. The Association's perpetual lien on a Condominium Unit for assessments, charges and fees, provided for herein, shall be superior to any homestead exemption as is now or may hereafter be provided by state or federal law. The acceptance of a deed to a Condominium Unit subject to this Declaration shall constitute a waiver of all homestead exemptions against all such assessments, charges or fees. Said assessments shall also be superior to all other liens and encumbrances, except: (a) real property ad valorem tax and special assessment liens duly imposed by a Colorado governmental subdivision, and (b) the lien of any First Mortgage recorded in the records of the office of the Clerk and Recorder of the County of Adams, Colorado, prior to the date such assessment became due, or the lien of any executory land sales contract wherein the Administrator of Veterans Affairs is seller, whether owned by the said Administrator or his assigns, and whether recorded or not, encumbering any Condominium Unit, including any and all advances made by a First Mortgagee or executory land sales contract seller, and notwithstanding that any of such advances may have been made subsequent to the date of the attachment of the Association's lien.

7.12 Certificate of Status of Assessments. Upon receipt of a written request from any Owner, any First Mortgagee of a Condominium Unit or any other person, and upon payment of a reasonable fee, but in no event less than Twenty-Five Dollars ($25.00), the Association, through its Board of Directors or by its managing agent, shall issue a written statement setting forth the amount of any unpaid Association assessments, charges, fees, or portions thereof, if any, with respect to the subject Condominium Unit, the amount of the current monthly common expense assessment and the date that such assessment becomes due, the due date of any special assessment then

existing against the Condominium Unit, the amount of any credit for any advanced payments of assessments and for prepaid items (such as insurance premiums), and any other information deemed appropriate by the Association. Said written statement shall be conclusive upon the Association in favor of all persons who rely thereon in good faith.

7.13 Contributions to Working Capital. The Association or Declarant shall require the first Owner of each Condominium Unit (other than Declarant), to make a non-refundable contribution to capital with the Association, in an amount equal to two (2) times the monthly portion of the annual assessment (one-sixth of the annual assessment) against that Condominium Unit, which sum shall be held, without interest, by the Association as an for working capital. Said contribution to capital shall be collected and transferred to the Association at the time of closing of the sale by Declarant of each Condominium Unit, as aforesaid, and shall be maintained in a segregated account for the use and benefit of the Association. Such contribution to capital shall not relieve an Owner from making regular payments of assessments as the same become due. Upon the transfer of his Condominium Unit, an Owner shall be entitled to a credit from his transferee for the aforesaid contribution to capital.

7.14 First Mortgagees May Pay Assessments and Cure Defaults. In the event any assessment, or monthly or other installment thereof, on any Condominium Unit shall not be paid by the Owner thereof within thirty (30) days after the same is due, or if a default by any Owner of any provision of this Condominium Declaration, the Articles of Incorporation or By-Laws of the Association, shall not be cured within thirty (30) days after written notice thereof is given to such Owner, then any First Mortgagee may (but shall not be required to) pay such assessment or monthly or other installment thereof, together with any other amounts secured by the Association's lien created by this Article VII, and may (but shall not be required to) cure any such default.

7.15 Liens. In accordance with the requirements of the Colorado Condominium Ownership Act, as amended, except for annual, special and default assessment liens as provided in this Declaration, mechanic's liens, tax liens and judgment liens arising by operation of law, and liens arising under mortgages, deeds of trust or other security instruments, there shall be no other liens obtainable against the Common Elements or any interest therein of any Condominium Unit or Owner.

ARTICLE VIII

INSURANCE

8.1 Duty to Obtain and Maintain Insurance. The Association shall obtain and maintain at all times, to the extent that such coverage is reasonably available, the following types of insurance:

(a) A multi-peril policy with extended coverage and standard all-risk endorsements, including coverage for fire, vandalism and malicious mischief, as well as such other risks as shall customarily be covered with respect to condominium projects similar in construction, location and use, insuring the Project and all Common Elements, but excluding coverage on furniture, furnishings or other personal property supplied or installed by an Owner; said policy shall provide coverage in an amount equal to one hundred percent (100%) of full replacement cost without deduction for depreciation. All policies shall contain a standard noncontributory mortgagee clause in favor of each First Mortgagee of a Condominium Unit, which shall provide that any loss thereunder shall be payable to the Association

for the use and benefit of First Mortgagees as their interests may appear.

(b) If the Project is located in an area identified by the Secretary of the U. S. Department 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 current market value of all of the Condominium Units.

(c) Public liability and property damage insurance providing coverage in an amount not less than One Million Dollars ($1,000,000.00) per occurrence, covering claims for bodily injury, personal injury and 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, as well as such other risks as shall customarily be covered with respect to condominium projects similar in construction, location and use.

(d) Workmen's Compensation, employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms as may nor or hereafter be required by law.

(e) A policy providing adequate fidelity coverage or fidelity bonds, in such amounts as provided in Article VIII, Section 2(f) of the By-Laws of the Association, to protect against dishonest acts on the part of officers, directors, trustees and employees of the Association and all others who handle or are responsible for handling funds of the Association. Such fidelity coverage or bonds shall name the Association as an obligee and shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

(f) 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, to the extent that such coverage is reasonably available, including ,but not limited to, personal liability insurance to protect directors and officers of the Association from personal liability in relation to their duties and responsibilities in acting as directors and officers on behalf of the Association.

All policies of insurance carried by the Association shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of a Member of the Association, and shall provide that the policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to the insured, as well as to the First Mortgagees of each Condominium Unit. Duplicate originals of all policies and renewals thereof, together with proof of payment of premiums, shall be delivered to any First Mortgagee of a Condominium Unit upon written request. The insurance shall be carried in blanket form naming the Association as the insured, as attorney-in-fact for all of the Owners, which policy or policies shall identify the interest of each Owner (by name and Condominium Unit number designation) and First Mortgagee. Further, the Association may require the insurance company or companies providing the insurance coverages described herein to provide each Owner and First Mortgagee with a Certificate of Insurance in regard to such Owner's Condominium Unit.

8.2 Insurance Obtained by Owners. Insurance coverage on furnishings, including carpet, draperies, oven, range refrigerator, wallpaper and other items of personalty, or other property belonging to an Owner, and public liability coverage within each Condominium Unit, shall be the sole and direct responsibility of the Owner(s) thereof, and the Association, its Board of Directors and/or the managing agent of the Association shall have no responsibility therefor. Owners may carry other insurance for their benefit and at their expense, provided that all such policies shall contain waivers of subrogation, and provided further that no liability of the carriers issuing insurance obtained by the Association shall be affected or diminished by reason of any such additional insurance carried by any Owner.

8.3 Notice of Loss to First Mortgagees. Provided that a First Mortgagee has, in writing, requested the following information with respect to a Condominium Unit upon which said First Mortgagee holds the First Mortgage, and has furnished the Association with the address to which said First Mortgagee wants the information sent, then in the event that there shall be any damage to or destruction of: (a) the Condominium Unit on which such First Mortgagee holds the First Mortgage, which shall be in excess of One Thousand Dollars ($1,000.00), and/or (b) the Common Elements which shall be in excess of Ten Thousand Dollars ($10,000.00), then timely written notice of any such damage or destruction shall be given by the Association to such First Mortgagee.

8.4 Annual Review of Insurance Policies. All insurance policies carried by the Association shall be reviewed at least annually by the Board of Directors of the Association to ascertain that the coverage provided by such policies adequately covers those risks insured by the Association.

ARTICLE IX

CONVEYANCES AND TAXATION OF CONDOMINIUM UNITS

9.1 Contracts Entered into Prior to Recording of Condominium Map and Declaration. A contract or other agreement for the sale of a Condominium Unit entered into prior to the filing for record of the Condominium Map and/or this Declaration in the office of the Clerk and Recorder of the County of Adams, State of Colorado, may legally describe such Condominium Unit in the manner set forth in Section 9.2 hereof and may indicate that the Condominium Map and/or this Declaration are to be recorded. Upon recordation of the Condominium Map and this Declaration in the County of Adams, Colorado, such description shall be conclusively presumed to describe the corresponding Condominium Unit shown on the Condominium Map and such Condominium Unit shall be subject in all respects to this Declaration.

9.2 Contracts Entered Into Subsequent to Recording of Condominium Map and Declaration. Subsequent to the recording of the Condominium Map and this Declaration, every contract, deed, lease, mortgage, deed of trust, will and every other instrument affecting title to a Condominium Unit may legally describe that Condominium Unit as follows:

> Condominium Unit _____ in Condominium Building _____, STAR POINT CONDOMINIUMS, according to the Condominium Map thereof, recorded on _____, 19____, in Book _____ at Page _____, in the records of the office of the Clerk and Recorder of the County of Adams, Colorado, and as defined and described in the Condominium Declaration for STAR POINT CONDOMINIUMS, recorded on _____, 19___, in Book ____ at Page _____, in said records.

9.3 Legal Effect of Description. Every contract, deed, lease, mortgage, deed of trust, will and every other instrument affecting title to a Condominium Unit which legally describes said Condominium Unit in the manner set forth in Section 9.2 hereof shall be good and sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect not only the Condominium Unit, but also the undivided interest in the Common Elements appurtenant thereto and all other appurtenant properties and property rights, and incorporate all of the rights, limitations and burdens incident to ownership of a Condominium Unit as described in this Declaration and the Condominium Map. Each such description shall be construed in include a nonexclusive easement for ingress and egress to and from each Condominium Unit and the use of all the General Common Elements as well as all of the Limited Common Elements appurtenant to said Condominium Unit, all as more fully provided in this Declaration.

9.4 Taxation. Each Condominium Unit shall be assessed separately for all taxes, assessments and other charges of the State of Colorado, any political subdivision thereof, any special improvement district, and any other taxing or assessing authority, in accordance with the condominium Ownership Act of the State of Colorado, as amended. For the purpose of such assessments, the valuation of the Common Elements shall be apportioned among the condominium Units in proportion to the undivided interest in Common elements appurtenant thereto. The Association shall furnish to the Tax Assessor of the County of Adams, Colorado, and to all other appropriate persons and authorities, all necessary information with respect to such apportionment. 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.

ARTICLE X

MECHANIC'S LIENS

10.1 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, his agent, contractor or subcontractor, shall be the basis for the filing of a lien against a Condominium Unit of any other Owner not expressly consenting to or requesting the same, or against any interest in the Common Elements except as to the undivided interest therein appurtenant to the Individual Air Space Unit of the Owner for whom such labor shall have been performed or such materials furnished. Each Owner shall indemnify and hold harmless each of the other Owners and the Association from and against any liability or loss arising from the claim of any mechanic's lien against the Condominium Unit of any other Owner, the Common Elements, or any part thereof, for labor performed or for materials furnished in work on the first Owner's Condominium Unit.

10.2 Enforcement by the Association. At its own initiative or upon the written request of any Owner, if the Association determines that further action by it is proper and the mechanic's lien(s) are not disputed claims with a reasonable basis for such dispute, the Association shall enforce the indemnity provided by Section 10.1 hereof 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 mechanic's liens, including all costs and reasonable attorney's fees incidental thereto, and obtain a discharge of such lien. In the event that the Owner of the Condominium Unit on which the labor was performed or materials furnished refuses or fails to so indemnify within seven (7) days after the Association shall have given notice to

such Owner of the total amount, or any portions thereof, from time to time, to be indemnified, then the failure to so indemnify shall be a default by such Owner under the provisions of this Section 10.2 and such amount to be indemnified shall automatically become a default assessment determined and levied against such Condominium Unit, and the Association may proceed in accordance with Section 7.9 hereof.

ARTICLE XI

RESTRICTIVE COVENANTS

11.1 Residential Use. Subject to Section 11.2 hereof, condominium Units shall be used for residential purposes only, including uses related to the convenience and enjoyment of such residential use, and no structures of a temporary character, trailer, shack, garage, barn or other outbuilding shall be used or permitted to be kept or stored on any portion of the Project at any time, either temporarily or permanently.

11.2 Declarant's Use. Notwithstanding anything to the contrary contained in this Declaration, it shall be expressly permissible and proper for Declarant, its employees, agents and contractors to perform such reasonable activities, and to maintain upon portions of the Project, such facilities as Declarant deems reasonably necessary or incidental to the construction and sale of Condominium Units and development of the Project, specifically including without limiting the generality of the foregoing, maintaining business offices, storage areas, construction yards and equipment, signs, model units, sales offices, parking areas and lighting facilities. Notwithstanding the foregoing, Declarant shall not perform any activity or maintain any facility on any portion of the Project in such a way as to unreasonably interfere with or disturb any Owner, or to unreasonably interfere with the use, enjoyment or access of such Owner, his family members, guests or invitees of and to his Condominium Unit, parking areas, any recreational facility existing upon the Common Elements, and to a public right of way.

11.3 Conveyance of Condominium Units. All Condominium Units, whether or not the instrument of conveyance or assignment shall refer to this Declaration, shall be subject to the covenants, conditions, restrictions, easements, reservations, rights-of-way and all other terms and provisions contained in this Declaration, as it may be amended from time to time.

11.4 Household Pets. No animals, livestock, poultry or bees, of any kind, shall be raised, bred, kept or boarded in or on the Project; provided, however, that a reasonable number of dogs, cats or other household pets may be kept in any Condominium Unit, so long as they are not kept for any commercial purpose and are not kept in such number or in such manner as to create a nuisance to other Owners. The Association shall have, and is hereby given, the right and authority to determine in its sole discretion that dogs, cats or other household pets are being kept for commercial purposes or are being kept in such number or in such manner as to be unreasonable or to create a nuisance to other Owners, or that an Owner is otherwise in violation of this Section 11.4, and to take such action or actions as it deems reasonably necessary to correct the same. An Owner's right to keep household pets shall be coupled with the responsibility to pay for any damage caused by such Owner's pet(s).

11.5 Use of Common Elements. Subject to the rights of Declarant as provided in Section 12.8 of this Declaration, there shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements

without the prior written approval of the Association. Nothing shall be altered on, constructed in or removed from the Common Elements without the prior written approval of the Board of Directors of the Association.

11.6 Exterior Changes. Except for those improvements erected or installed by Declarant in its construction and completion of the Project, no exterior additions to, alterations or decoration of any Condominium Building, including, but not limited to, any structural alterations to any Condominium Unit or Common Element, nor any changes in fences, hedges, walls or other structures, nor installation of window mounted air conditioning units or any exterior television, radio or other communication antennas of any type, shall be commenced, erected, placed or maintained, without the prior written approval of the Board of Directors of the Association.

11.7 Signs and Advertising. Except as hereinafter provided, no signs, advertising, billboards, unsightly objects or nuisances of any kind shall be placed, erected or permitted to remain in or on any Condominium Unit, nor shall any sign(s) be permitted in or on the Common Elements, without the prior written approval of the Association. Notwithstanding the foregoing, reasonable signs, advertising, or billboards used by the Declarant in connection with its sale or rental of Condominium Units, or otherwise in connection with its development of the Project, shall be permissible, provided that such use by the Declarant shall not interfere with the Owners' use and enjoyment of the Common Elements, their Condominium Units, or their ingress and egress from a public way to the Common Elements or their Condominium Units.

11.8 Commercial Vehicles. No commercial vehicles and no trucks shall be parked within the Project except while temporarily engaged in transport to or from a Condominium Unit. For the purposes of this Section 11.8, a 3/4-ton or smaller vehicle, commonly known as a pickup truck, shall not be deemed to be a commercial vehicle or truck.

11.9 Abandoned or Inoperable Vehicles. No abandoned or inoperable automobiles or vehicles of any kind, except as hereinafter provided, shall be stored or parked on any portion of the Project. An "Abandoned or inoperable vehicle" shall be defined as any automobile, truck, motorcycle, boat, trailer, camper, housetrailer, self-contained motorized recreational vehicle, or other similar vehicle, which has not been driven under its own propulsion for a period of two (2) weeks or longer, or any vehicle which does not have an operable propulsion system installed therein; provided, however, that the foregoing restrictions shall not include otherwise permitted vehicles parked by Owners while on vacation or during a period of illness. In the event the Association shall determine that a vehicle is an abandoned or inoperable vehicle, then a written notice describing said vehicle shall be personally delivered to the owner thereof (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner thereof cannot be reasonably ascertained), and if the abandoned or inoperable vehicle is not removed within seventy-two (72) hours thereafter, the Association shall have the right to remove the vehicle at the sole expense of the owner thereof.

11.10 Prohibition of Increases in Insurable Risks and Certain Activities. Nothing shall be done or dept in any Condominium Unit or in or on the Common Elements, or any part thereof, which would result in the cancellation of any insurance on the Project, or any part thereof, or increase in the rate of any insurance on the Project, or ny part thereof, over what the Association, but for such activity, would pay, without the prior written approval of the Association. Nothing

shall be done or kept in any Condominium Unit or in or on the Common Elements, or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other imposed requirement of any governmental body having jurisdiction over the same. No damage to, or waste of, the Common elements, or any part thereof, shall be committed by any Owner, or by any member of an Owner's family, or by a guest, invitee or contract purchaser or any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him, the members of his family, or his guests, invitees or contract purchasers. At its own initiative or upon the written request of any Owner (and, if the Association determines that further action by it is proper), then after notice and a hearing by the Association, it shall enforce the foregoing indemnity in the same manner as provided in Section 10.2 hereof with respect to an Owner's indemnity against mechanic's liens.

11.11 Leases. The term "lease", as used herein, shall include any agreement for the leasing or rental of a Condominium Unit and shall specifically include, without limitation, a month-to-month rental. The Owner of a Condominium Unit shall have the right to lease his Condominium Unit under the following conditions:

(a) No Owner may lease less than his entire Condominium Unit.

(b) All leases shall be in writing.

(c) All leases shall provide that the terms of the lease and lessee's occupancy of the Condominium Unit shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, and that any failure by the lessee to comply with any of the aforesaid documents, in any respect, shall be a default under the lease.

(d) No lease shall be for less than thirty (30) days.

11.12 Maintenance of Interiors. Each Owner shall keep the interior of his Condominium Unit, including, without limitation, interior walls, windows, glass, ceilings, floors and permanent fixtures and appurtenances thereto, in a clean sanitary and attractive condition, and in a good state of repair.

11.13 Nuisances. No nuisance shall be allowed on the Project, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful enjoyment or possession and proper use of the Project by its residents. As used herein, the term "nuisance" shall not include any activities of Declarant in regard to the development and construction of the Project. All parts of the Project shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor any fire hazard to exist. Further, no immoral, improper, offensive or unlawful use shall be permitted or made of the Project or any part thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Project, or any portion thereof, shall be observed.

ARTICLE XII

EASEMENTS

12.1 Recorded Easements. In addition to all easements and rights-of-way of record at or before the recording of this Declaration, the Property, and all portions thereof, shall be

subject to the easements as shown on any recorded plat of the Property, or any portion thereof, and as shown on the recorded Condominium Map.

12.2 Encroachments. In the event that any portion of the Common Elements encroaches upon any Condominium Unit(s) or in the event that any portion of a Condominium Unit encroaches upon any other Condominium Unit(s) or upon any portion of the Common Elements, or in the event any encroachment shall occur in the future as a result of: (i) settling of a Condominium Building, or (ii) alteration or repair to the Common Elements, or (iii) repair or restoration of one or more Condominium Buildings and/or Condominium Unit(s) after damage by fire or other casualty, or condemnation or eminent domain proceedings, then, in any of said events, a valid easement shall exist for the encroachment and for the maintenance of the same so long as the encroachment exists. In the event that any one or more of the Condominium Units, condominium Buildings or other improvements comprising part of the Common elements are partially or totally destroyed and are subsequently rebuilt or reconstructed in substantially the same location, and as a result of such rebuilding or reconstruction any portion thereof shall encroach as provided in the preceding sentence, a valid easement for such encroachment shall then exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or on the Condominium Units for purposes of marketability of title or other purposes. In interpreting any and all provisions of this Declaration, subsequent deeds, mortgages, deeds of trust or other security instruments relating to Condominium Units, the actual location of a Condominium Unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered, notwithstanding any minor deviations, either horizontally, vertically or laterally, from the location of such Condominium Unit as indicated on the Condominium Map.

12.3 Utility Easements. There is hereby created a general easement upon, across, over, in and under all of the Property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, telephone, electrical and master television antenna system. By virtue of this easement, it shall be expressly permissible and proper for the companies providing electrical and telephone services to erect and maintain the necessary poles and other necessary telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of the Condominium Buildings. Notwithstanding anything to the contrary contained in this Section 12.3, no water, sewer, gas, telephone, electrical or antenna lines, systems or facilities may be installed or relocated on the Property except as approved by Declarant during the development of the project, or thereafter as approved by the Association. Should any utility company furnishing a service covered by the general easement herein created request a specific easement by separate recordable document, Declarant shall have, and is hereby given, the right and authority to grant such easement upon, across, over or under any part or all of the Property without conflicting with the terms hereof; provided, however, that such power shall cease and determine upon conveyance of the last Condominium Unit to the first Owner thereof (other than Declarant). The easement provided for in this Section 12.3 shall in no way affect, avoid, extinguish or modify any other recorded easement(s) on the Property.

12.4 Emergency Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance and all other similar emergency agencies or persons to enter upon all streets and upon the Common Elements in the proper performance of their duties.

12.5 Maintenance Easement. An easement is hereby granted to the Association, its officer, agents, employees and assigns upon, across, over, in and under the Common Elements and a right to make such use of the Common Elements as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration.

12.6 Drainage Easement. 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 the Property for the purpose of changing, correcting or otherwise modifying the grade or drainage channels of the Property so as to improve the drainage of water on the Property.

12.7 Easements of Access for Repair, Maintenance and Emergencies. Some of the Common Elements are or may be located within Individual Air Space Units or may be conveniently accessible only through Individual Air Space Units. The Owners of other Individual Air Space Units shall have the irrevocable right, to be exercised by the Association as their agent, to have access to each Individual Air Space Unit and to all Common Elements from time to time during such reasonable hours as may be necessary for the maintenance, repair, removal or replacement of any of the Common Elements located therein or accessible therefrom, or for making emergency repairs therein, necessary to prevent damage to the Common Elements or to any Individual Air Space Unit. The Association shall also have such right, independent of any agency relationship. Subject to the provisions of Section 6.2 hereof, damage to the interior of any part of an Individual air Space Unit resulting from the maintenance, repair, emergency repair, removal or replacement of any of the Common Elements or as a result of emergency repairs within another Individual Air Space Unit at the instance of the Association or any Owner, shall be an expense of all the Owners. Non-emergency repairs shall be made only during regular business hours on business days after twenty-four (24) hours notice to the occupants of the Individual Air Space Unit wherein such repairs are to be made, except where the occupants have no objections to earlier entry for repairs. In emergency situations the occupants of the affected Individual Air Space Unit shall be warned of impending entry as early as is reasonably possible.

12.8 Declarant's Rights Incident to Construction. Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under and across the Common Elements and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incidental to the complete construction of the Project; provided, however, that no such rights shall be exercised by Declarant in such a way as to unreasonably interfere with the occupancy, use, enjoyment or access by any owner, his family members, guests or invitees to or of his Condominium Unit or the General Common Elements.

12.9 Easements Deemed Created. All conveyances of Condominium Units hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Article XII, even though no specific reference to such easements or to this Article XII appears in the instrument for such conveyance.

ARTICLE XIII

DAMAGE, DESTRUCTION, OBSOLESCENCE OR CONDEMNATION

13.1 Association as Attorney-in-Fact. This Declaration does hereby make mandatory the irrevocable appointment of an

attorney-in-fact to deal with the Project in the event of its destruction, damage, obsolescence or condemnation, including the repair, replacement and improvement of any Condominium Units, Condominium Buildings, Common Elements or other portions of the Project which have been destroyed, damaged, condemned or become obsolete. Title to any Condominium Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a Deed or other instrument of conveyance from the Declarant or from any Owner or Grantor shall constitute appointment of the attorney-in-fact herein provided. All of the Owners irrevocably constitute and appoint the Association as their true and lawful attorney in their name, place and stead, for the purpose of dealing with the Project upon its damage, destruction, obsolescence or condemnation, as is hereinafter provided. As attorney-in-fact, the Association by its President and Secretary or Assistant Secretary, or its other duly authorized officers and agents, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or other instruments with respect to the interest of an Owner which are necessary and appropriate to exercise the powers herein granted. In the event that the Association is dissolved or becomes defunct, a meeting of the Owners shall be held within thirty (30) days thereafter. At such meeting a new attorney-in-fact, to deal with the Project upon its destruction, damage, obsolescence or condemnation, shall be appointed. Such appointment must be approved by the Owners representing an aggregate ownership interest of sixty-six and two-thirds percent (66-2/3%) or more of the Common Elements and at least seventy-five percent (75%) of the First Mortgagees of Condominium Units.

13.2 Damage or Destruction. "Repair and reconstruction" of the improvements, as used in this Section 13.2, means restoring the improvement(s) to substantially the same condition in which they existed prior to their damage or destruction, with each Condominium Unit and the General and Limited Common Elements having substantially the same vertical and horizontal boundaries as before, and all improvements being reconstructed or repaired in substantial conformance with the Project's original architectural plan and scheme, to the extent then reasonably and economically feasible. The proceeds of any insurance collected shall be available to the Association for the purpose of repair, reconstruction, restoration or replacement, unless all of the Owners and all First Mortgagees of Condominium Units agree not to rebuild in accordance with the provisions hereinafter set forth:

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

(b) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is not more than seventy-five percent (75%) of the total replacement cost of all of the Condominium Units, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association as attorney-in-fact, using the proceeds of insurance and the proceeds of a special assessment, to be made without a vote of the Owners, against all of the Owners and their Condominium Units. Such special assessment shall be a common expense and made pro rata to each Owner's interest in the Common Elements, and shall be due and payable

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, replacement or restoration of the improvement(s), using all of the insurance proceeds for such purpose, notwithstanding the failure of an Owner to pay the aforesaid special assessment. The special 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 provided in Section 7.9 hereof, including without limitation, the provisions therein pertaining to the payment of interest, late charges, costs and expenses. Assessments for common expenses shall not be abated during the period of insurance adjustment and repair and reconstruction.

(c) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is more than seventy-five percent (75%) of the total replacement cost of all of the Condominium Units, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of a special assessment to be made against all of the Owners and their Condominium Units, as provided in Section 13.2(b) hereof. Notwithstanding the foregoing, the Owners representing an aggregate ownership interest of at least seventy-five percent (75%) of the condominium Units and at least seventy-five percent (75%) of the First Mortgagees of Condominium Units may agree not to repair or reconstruct the improvements; in such event, the Association shall forthwith record a notice in the office of the Clerk and Recorder of the County of Adams, Colorado, setting forth such facts and upon the recordation of such notice executed by the Association President and Secretary or Assistant Secretary, the entire Project shall be sold by the Association pursuant to the provisions of this Section, as attorney-in-fact for all of the Owners, free and clear of the provisions contained in this Declaration, the Condominium Map, and the Articles of Incorporation and By-Laws of the Association. Assessments for common expenses shall not be abated during the period prior to sale. 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 in the Common Elements, and such divided proceeds shall be paid into separate accounts, each such account representing one of the Condominium Units. Each such account shall be in the name of the Association, and shall be further identified by the Condominium Unit designation and the name of the Owner(s) thereof. From each separate account, the Association, as attorney-in-fact, shall forthwith use and disburse the total amount of each such accounts, without contribution from one account to another, toward the partial or full payment of the lien of any First Mortgage encumbering the Condominium Unit represented by such separate account. Thereafter, each such account shall be supplemented by the apportioned amount of the proceeds obtained from sale of the Property. Such apportionment shall be based upon each Condominium Unit's interest in the Common Elements. The total funds of each account shall be used and disbursed, without contribution from one account to another, by the Association, as attorney-in-fact, in the following order:

(1) For payment of the balance of the lien of any First Mortgage;

(2) For payment of taxes and special assessment liens in favor of any assessing entity and the customary expenses of sale;

(3) For payment of unpaid Association common expense assessments, other assessments, charges and fees, and all costs, expenses and fees incurred by the Association;

(4) For payment of junior liens and encumbrances in the order of and to the extent of their priority; and

(5) The balance remaining, if any, shall be paid to the Owner(s) of the Condominium Unit.

13.3 Obsolescence.

(a) The Owners representing an aggregate ownership interest of eighty percent (80%) or more of the Condominium Units may agree that the Common Elements are obsolete and adopt a plan for the renewal and reconstruction thereof, which plan must have the approval of at least eighty percent (80%) of the First Mortgagees of Condominium Units at the time of the adoption of such plan. If a plan for the renewal or reconstruction is adopted, notice of such plan shall be recorded in the County of Adams, Colorado, and the expense of renewal and reconstruction shall be payable by all of the Owners as a common expense, whether or not they have previously consented to the plan of renewal and reconstruction. The aforesaid common expense assessment for the renewal and reconstruction of the Common Elements shall be a debt of each Owner and a lien on his Condominium Unit and may be enforced and collected as provided in Section 7.9 hereof.

(b) The Owners representing an aggregate ownership interest of eighty percent (80%) or more of the Condominium Units may agree that the condominium Units are obsolete and that the same should be sold. Such plan or agreement must have the approval of all of the First Mortgagees of Condominium Units. In such instance, the Association shall forthwith record in the office of the Clerk and Recorder of the County of Adams, Colorado, a notice setting forth such facts, and upon the recordation of such notice executed by the Association's President and Secretary or Assistant 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 condominium Map, and the Articles of Incorporation and By-Laws of the Association. The sale proceeds shall be paid into separate accounts, each such account representing on Condominium Unit. Each 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(s) thereof. From each separate account the Association, as attorney-in-fact, shall use and disburse the total amount of each such account, without contribution from one account to another, for the same purposes and in the same order as provided in Section 13.2(c) hereof.

13.4 Condemnation. If at any time or times during the continuance of condominium ownership pursuant to this Declaration, all or any part of the Project shall be taken or condemned by any public authority, or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions of this Section 13.4 shall apply:

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

(b) In the event that the entire Project is taken, condemned, sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant thereto shall terminate. The Condemnation Award shall be apportioned among the Owners on the basis of each Owner's undivided interest in the Common Elements, provided, however, that if a standard different from the value of the Project as a whole is employed as the measure of the Condemnation Award in the negotiation, judicial decree or otherwise, then in determining

such shares the same standard shall be employed to the extent it is relevant and applicable. The Association shall, as soon as practicable, determine the share of the Condemnation Award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed, as soon as practicable, in the same manner as provided in Section 13.2(c) hereof.

(c) In the event that less than the entire Project is taken, condemned, sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award, to be determined in the following manner:

As soon as practicable, the Association shall reasonably, and in good faith, allocate the Condemnation Award between compensation, damages or other proceeds and shall apportion the amounts so allocated 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 on the basis of each Owner's undivided interest 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 damage to a particular Condominium Unit, and to the improvements an Owner has made within his Condominium Unit, shall be apportioned to the particular Condominium Unit involved; and (iv) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances, or as determined by judicial decree. If the allocation of the Condemnation Award is already established in negotiations, judicial decree or otherwise, then in allocating the Condemnation Award, the Association shall employ such allocation to the extent it is relevant and applicable. Apportioned proceeds shall be disbursed, as soon as practicable, in the same manner provided in Section 13.2(c) hereof.

(d) In the event a partial taking results in the taking of a complete Condominium Unit, the Owner thereof shall automatically cease to be a Member of the Association, shall cease to hold any right, title or interest in the remaining Common Elements, and shall execute any and all documents necessary to accomplish the same. Thereafter, the Association shall reallocate the ownership, voting rights and assessment ratio in accordance with this Declaration according to the principles employed in this Declaration at its inception, and shall submit such reallocation to the Owners and to the First Mortgagees of all remaining Condominium Units for amendment of this Declaration as provided in Section 15.1 hereof. The Condemnation Award as to each such completely taken Condominium Unit shall be paid into a separate account and disbursed, as soon as practicable, in the same manner as provided in Section 13.2(c) hereof.

(e) Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Section 13.2 hereof.

ARTICLE XIV

BURDENS AND BENEFITS OF DECLARATION

14.1 Covenants Running with Property. The benefits, burdens, and all other provisions contained in this Declaration shall be covenants running with and binding upon the Property.

14.2 Binding Upon and Inure to the Successors. The benefits, burdens and all other provisions contained in this

Declaration shall be binding upon and inure to the benefit of the Declarant, the Association and all Owners, and upon and to their respective heirs, executors, administrators, personal representatives, successors and assigns. Any right or any interest reserved or contained in this Declaration to or for the benefit of the Declarant may be transferred or assigned by the Declarant, either separately or with one or more of such rights or interest, to any person, corporation, partnership, association or other entity.

ARTICLE XV

AMENDMENT OF DECLARATION

15.1 Amendment. The provisions of this Declaration may be amended, in whole or in part, at any time and from time to time, by an instrument (which instrument may be executed in identical counterparts, in which event all of such counterparts shall be taken as one and the same instrument of amendment) approved as follows:

(a) This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of each class of Members and seventy-five percent (75%) of the First Mortgagees of Condominium Units agreeing thereto.

(b) The foregoing approvals required by Section 15.1(a) hereof shall not be required for, and with respect to, any annexations to this Declaration by the Declarant pursuant to the provisions of Article XVII hereof.

15.2 Amendment by Declarant. Notwithstanding the provisions of Section 15.1, if Declarant shall determine that any amendments to this Declaration or any amendments to the Articles of Incorporation or By-Laws of the Association shall be necessary in order for existing or future mortgages to be acceptable to the Veterans Administration, the Federal Housing Administration of the U.S. Department of Housing and Urban Development, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, then, subject to the following sentence of this Section 15.2, Declarant shall have and hereby specifically reserves the right and power to make and execute any such amendments without obtaining the approval of any Owners or First Mortgagees. Each such amendment of this Declaration or of the Articles of Incorporation or By-Laws of the Association shall be made, if at all, by Declarant prior to: (a) conveyance of the last Condominium Unit by Declarant to the first Owner thereof (other than Declarant), or (b) January 1, 1989, whichever shall first occur; and each such amendment must contain thereon the written approval of the Veterans Administration or the Federal Housing Administration of the U.S. Department of Housing and Urban Development.

15.3 Recording of Amendments. To be effective, all amendments to this Declaration must be recorded in the office of the Clerk and Recorder of the County of Adams, Colorado, and must contain evidence of approval thereof showing the acknowledged and notarized signatures of all the necessary approving parties.

ARTICLE XVI

VETERANS ADMINISTRATION OR FEDERAL HOUSING ADMINISTRATION APPROVAL

16.1. Amendments, Dissolutions, Mergers, Dedications, Etc. Until such time as the Class B membership has terminated, in accordance with the provisions of Section 5.2 hereof, the prior written approval of the Veterans Administration or the Federal Housing Administration of the U.S. Department of

Housing and Urban Development shall be required for the following:

(a) Amendment of the Declaration;

(b) Amendment of the Articles of Incorporation or the By-Laws of the Association;

(c) Annexation of additional properties to this Declaration;

(d) Dedication or mortgaging of all or any part of the Common Elements by the Declarant; or

(e) Merger, consolidation or dissolution of the Association.

16.2 Management Contracts. Any management contract made between the Association and a manager or managing agent shall not exceed one year, shall be terminable by either party thereto, with or without cause and without payment of a termination fee, upon thirty (30) days prior written notice, and shall terminate absolutely, and in any event, not later than thirty (30) days after termination of the Class B membership. All such management contracts made between the Association and a manager or managing agent during such period shall be subject to review and approval by the Veterans Administration or the Federal Housing Administration of the U.S. Department of Housing and Urban Development.

ARTICLE XVII

ANNEXATIONS

17.1 Annexations by Declarant. Subject only to the prior written approval of the Veterans Administration or Federal Housing Administration of the U.S. Department of Housing and Urban Development, as set forth in Section 16.1(c) hereof, except that the approval of the Federal National Mortgage Association may also be required as hereinafter provided, the Declarant shall have and hereby specifically reserves the right until January 1, 1990, to annex to the Property from time to time any portion or portions of the property described in Exhibit C attached hereto and incorporated herein by this reference, and to subject such additional property to the terms and provisions of this Declaration. Each such annexation shall be effected, if at all, by recording a document in the Office of the Clerk and Recorder of the County of Adams, Colorado, which document shall provide for annexation to this Declaration of the property described in such document. All provisions of this Declaration, including, but not limited to those provisions regarding obligations to pay assessments to the Association and any right to cast votes as members of the Association, shall apply to annexed property, including, but not limited to, all Condominium Units contained therein, immediately upon recording an annexation document with respect thereto, as aforesaid. Improvements which are constructed by Declarant on any property annexed by Declarant shall be consistent, in terms of quality of construction, with improvements constructed on the Property by Declarant prior to such annexation, unless construction of improvements inconsistent in quality, as aforesaid, has been approved by the Federal National Mortgage Association, Veterans Administration and Federal Housing Administration. Annexation, merger or consolidation, if any, will increase the number of members of the Association.

17.2 Condominium Map for Annexation. For any annexation by the Declarant pursuant to the provisions of this Article XVII, Declarant shall cause an additional condominium map of such annexed property to be prepared and filed in the records

of the office of the Clerk and Recorder of the County of Adams, Colorado, prior to conveyance of the first Condominium Unit in such annexed property, and such additional condominium map may be filed as a supplement to the Condominium Map.

17.3 Modification of Undivided Interests. Upon the Declarant's annexation of any additional property to this Declaration and the filing of the supplemental Condominium Map thereof, the percentage ownership interest in the Common Elements appurtenant to each Condominium Unit (including all Common Elements located on the Property described in Exhibit A attached hereto, all Common Elements located on the additional property contained in such annexation and all Common Elements located on the additional property contained in any other property annexed to this Declaration prior to such annexation) shall automatically be reduced to a number, to be computed by dividing the square footage of living space in each Condominium Unit by the total square footage of all living space in all Condominium Units which are part of the Condominium Property (i.e., 500 square feet of living space divided by the total square footage of living space in all Condominium Units; 560 square feet of living space divided by the total square footage of living space in all Condominium Units, etc.); and the percentage ownership interest in the Common Elements appurtenant to each Condominium Unit described in and annexed by such annexation document and supplemental condominium map shall be the same as the undivided interest in the Common Elements appurtenant to those Condominium Units whose Individual Air Space Units contain a comparable number of square feet of living area, as aforesaid, and have previously been subjected to this Declaration. 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 the Declarant, the Association, any Owner or any First Mortgagee to reflect such modification in undivided interests. Condominium Units which may be contained in properties annexed to this Condominium Declaration shall not exceed one hundred fifty-four (154).

17.4 New Additions of General and Limited Common Elements. Annexations to this Declaration pursuant to this Article XVII 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 Sections 1.9, 1.10 and 1.11 hereof. Notwithstanding any such annexation, each Owner (regardless of whether such Owner is the owner of a Condominium Unit enumerated in Exhibit B attached hereto or is the owner of a Condominium Unit contained in an annexation) shall remain fully liable in accordance with Article VII hereof with respect to his obligations for the payment of assessments, charges and fees of the Association, including, without limitation, the expenses for such new General and Limited Common Elements and new recreational facilities, costs and fees, if any.

ARTICLE XVIII

FIRST MORTGAGEES

18.1 Member and First Mortgagee Approval. Subject to Article XV of this Declaration, but notwithstanding any other provisions of this Declaration to the contrary, the Association shall not:

(a) unless it has obtained the prior written consent of at least sixty-seven percent (67%) of each class of Members or sixty-seven percent (67%) of the First Mortgagees of Condominium Units (based on one vote for each First Mortgage owned):

(1) seek to abandon or terminate the Project, whether by act or omission, except:

(A) for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty, or

(B) in the case of taking by condemnation or eminent domain, in which event the provisions of Section 13.4 of this Declaration shall control;

(2) change the pro rata interest or obligations of any individual Condominium Unit for the purpose of:

(A) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or

(B) determing the pro rata share of ownership of each Condominium Unit in the Common Elements;

(3) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (excluding the granting of permits, licenses and easements for public utilities, roads or other purposes consistent with the intended use of the Common Elements and reasonably necessary or useful for the proper maintenance or operation of the Project);

(4) partition or subdivide any Condominium Unit; or

(5) use hazard insurance proceeds for losses to any condominium property (whether to Condominium Units or Common Elements) for other than the repair, replacement or reconstruction of such condominium property, except as may be provided by statute in the case of substantial loss to such Condominium Units and/or Common Elements.

(b) unless it has obtained the prior written consent of at least sixty-seven percent (67%) of each class of Members, and fifty-one percent (51%) of the First Mortgagees of Condominium Units (based upon one vote for each First Mortgage owned):

(1) add or amend any material provisions of this Declaration, the Articles of Incorporation or By-Laws of the Association, which establish, provide for, govern or regulate any of the following, provided that such additions or amendments shall not be considered material if they are for the purpose of correcting technical errors or for clarification only, and further provided that this subsection (1) shall not apply to amendments to this Declaration, the Articles of Incorporation or By-Laws of the Association, made as a result of destruction, damage or condemnation of the Project or the improvements thereon, or to a reallocation of interests in the Common Elements which might occur pursuant to any plan of expansion or phased development contained in this Declaration:

(A) voting;

(B) assessments, assessment liens or subordination of such liens;

(C) reserves for maintenance, repair and replacement of those elements of the Common Elements which must be maintained, repaired or replaced on a periodic basis;

(D) insurance, including, but not limited to, fidelity bonds;

(E) rights to use of the Common Elements;

(F) responsibility for maintenance and repair of any portion of the Project;

(G) expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project;

(H) boundaries of any Condominium Unit;

(I) interests in the Common Elements;

(J) convertibility of Condominium Units into Common Elements or of Common elements into Condominium Units;

(K) leasing of Condominium Units;

(L) imposition of any right of first refusal or similar restriction on the right of any Owner to sell, transfer or otherwise convey his Condominium Unit;

(M) any provisions which are for the express benefit of First Mortgagees, or insurors or guarantors of First Mortgages; or

(2) effectuate any decision to terminate professional management and assume self-management of the Association, when professional management has previously been required by any First Mortgagee;

(c) unless it has obtained the prior written consent of at least sixty-seven percent (67%) of each class of Members and sixty-seven percent (67%) of the First Mortgagees of Condominium Units (based upon one vote for each First Mortgage owned), terminate the legal status of the Project as a condominium, provided that this subsection (c) shall not apply to amendments to this Declaration, the Articles of Incorporation or By-Laws of the Association made as a result of destruction, damage or condemnation of the Property or improvements thereon;

(d) unless it has obtained the prior written consent of at least fifty-one percent (51%) of the First Mortgagees of Condominium Units (based upon one vote for each First Mortgage owned):

(1) restore or repair the Project, or any portion thereof, including, but not limited to, improvements located thereon, after a partial condemnation or damage due to an insurable hazard, other than substantially in accordance with this Declaration and the most recent plans and specifications for the Project and the construction of improvements thereon;

(2) terminate the legal status of the Project after substantial destruction or a substantial taking in condemnation of the Project.

18.2 Notice of Action. Upon written request to the Association, identifying the name and address of the First Mortgagee or insuror or guarantor of the First Mortgage and the residence address of the property which is subject to such First Mortgage, each such First Mortgagee of a Condominium Unit, or insuror or guarantor of such a First Mortgage, shall be entitled to timely written notice of:

(a) any condemnation loss or casualty loss which affects a material portion of the Project or any Condominium Unit subject to a First Mortgage held, insured or guaranteed by such First Mortgagee, insuror or guarantor of a First Mortgage;

(b) any delinquency in the payment of assessments or charges owed to the Association by the Owner of the condominium Unit subject to a First Mortgage held, insured or guaranteed by such First Mortgagee, insuror or guarantor, or any default by such Owner in any obligation under the Declaration, Articles of Incorporation or By-Laws of the Association and the Board of Directors of the Association has actual knowledge of such default, when such delinquency and/or default remains uncured for a period of sixty (60) days;

(c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) any proposed action which would require the consent of a specified percentage of First Mortgagees as provided in this Article XVIII.

18.3 Audit. The Association shall provide an audited financial statement for the immediately preceding fiscal year, free of charge to the party so requesting, to any First Mortgagee of a Condominium Unit, or any insuror or guarantor of such a First Mortgage, within a reasonable time after written request therefor by any such First Mortgagee, insuror or guarantor of such a First Mortgage.

18.4 Association Books and Records. The Association shall make available to Owners, First Mortgagees of Condominium Units and insurors or guarantors of any such First Mortgage, current copies of this Declaration, and the Articles of Incorporation, By-Laws, rules and regulations, books, records and financial statements of the Association. "Available" shall mean available for inspection, upon request, during normal weekday business hours or under other reasonable circumstances.

ARTICLE XIX

MISCELLANEOUS

19.1 Period of Condominium Ownership. The condominium ownership created by this Declaration and the Condominium Map shall continue until this Declaration is terminated in any manner provided in this Declaration or by law.

19.2 Supplement to Condominium Ownership Act. The provisions of this Declaration shall be in addition and supplemental to the Condominium Ownership Act of the State of Colorado, as it may be amended from time to time, and to all other applicable provisions of law.

19.3 Enforcement. Enforcement of the covenant, conditions, restrictions, easements, reservations, rights-of-way, liens, charges and other provisions contained in this Declaration, the Articles of Incorporation or By-Laws of the Association, as amended, shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provision, to enjoin or restrain such violation or attempted

violation or to recover damages, or both, and the Association, any Owner or any First Mortgagee shall have the right to institute, maintain and/or prosecute any such proceedings.

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

19.5 Non-Waiver. Failure by the Declarant, the Association, any Owner, First Mortgagee, or any other person, to enforce any covenant, condition, restriction, easement, reservation, right-of-way or other provision contained in this Declaration shall in no way or event be deemed to be a waiver of the right to do so thereafter.

19.6 Severability. The provisions of this Declaration shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions hereof, or any portion thereof, by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.

19.7 Number and Gender. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

19.8 Captions. The captions to the Articles and Sections and the Table of Contents at the beginning of this Declaration are inserted herein only as a matter of convenience and for reference, and are in no way to be construed to define, limit or otherwise describe the scope of this Declaration or the intent of any provision hereof.

19.9 Conflicts of Documents. In case of any conflict between this Declaration and the Articles of Incorporation or By-Laws of the Association, this Declaration shall control. In case of any conflict between the Articles of Incorporation and By-Laws of the Association, the Articles of Incorporation shall control.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 25th day of August, 1983.

(SEAL)

WINFIELD HOMES NO. I, INC., a Colorado corporation,

By _____
Bob Allison Secretary

By _____
Walter Wilson President

STATE OF COLORADO)
) ss.
County of Denver)

The above and foregoing CONDOMINIUM DECLARATION FOR STAR POINT CONDOMINIUMS was subscribed and sworn to before me this 25th day of August, 1983, by Walter Wilson, as the President and Bob Allison, as the Secretary of the WINFIELD HOMES NO. I, INC., a Colorado corporation.

WITNESS my hand and official seal.

My commission expires: 7-25-84.

SONDRA L. HART NOTARY PUBLIC STATE OF COLORADO (SEAL)

Sondra L Hart
Notary Public Sondra Hart

Address: 236 Lima
Aurora, CO 80010

AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC. ALL BLACKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THIS INSTRUMENT WAS RECORDED.

EXHIBIT "A"

A part of Star Point Subdivision, Filing No. 1, City of Thornton, County of Adams, State of olorado, said Phase 1 being described as follows; with all bearings relative to the final plat aid Star Point Subdivision:

Commencing at the Southeast corner of said Star Point Subdivision, thence N 0° 00'00" E alon ne East line of said Subdivision a distance of 64.00 feet; thence S 89°47'31" W a distance of 5.57 feet to the Point of Beginning of the parcel being described; thence continuing S 89°47'3 distance of 63.00 feet; thence N 54° 24'57" W a distance of 4.99 feet; thence N 45°12'29" W a istance of 77.54 feet; thence N 44°47'31" E a distance of 89.29 feet; thence S 45°12'29" E a istance of 83.39 feet; thence S 0° 00'00" W a distance of 61.92 feet to the Point of Beginning.

EXHIBIT B

TO CONDOMINIUM DECLARATIONS FOR

STAR POINT CONDOMINIUMS

Condominium Building No.	Condominium Unit No.	Individual Air Space Unit Size	Undivided Ownership Interest of Common Elements Appurtenant to the Condominium Unit*
1	101	560 Square Feet	.06174
1	102	825 Square Feet	.09096
1	103	560 Square Feet	.06174
1	104	560 Square Feet	.06174
1	105	825 Square Feet	.09096
1	106	560 Square Feet	.06174
1	207	500 Square Feet	.05513
1	208	870 Square Feet	.09592
1	209	720 Square Feet	.07938
1	210	500 Square Feet	.05513
1	211	500 Square Feet	.05513
1	212	870 Square Feet	.09592
1	213	720 Square Feet	.07938
1	214	500 Square Feet	.05513

* The Undivided Ownership Interest of the Common Elements Appurtenant to a Condominium Unit is subject to being modified by additional annexations to the Declaration pursuant to Article 17 thereof.

The Homeowners Association dues per month for the first year, ending September 1, 1984, are as follows:

101	$42.00
102	62.00
103	42.00
104	42.00
105	62.00
106	42.00
207	36.00
208	65.00
209	52.00
210	36.00
211	36.00
212	65.00
213	52.00
214	36.00