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F2022 CHARLOTTE HOUSTON BOULDER CNTY CO RECORDER



THE CONDOMINIUM DECLARATION

OF

THE LAFAYETTE GREENS TOWNHOMES, a CONDOMINIUM

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EXHIBITS

- A LEGAL DESCRIPTION OF THE REAL PROPERTY SUBMITTED TO THE CONDOMINIUM DECLARATION OF THE LAFAYETTE GREENS TOWNHOMES, a CONDOMINIUM (FIRST PHASE)
- B TABLE OF INTERESTS (FIRST PHASE)
- C SCHEDULE OF MAINTENANCE RESPONSIBILITIES OF THE LAFAYETTE GREENS TOWNHOMES, a CONDOMINIUM
- D LEGAL DESCRIPTION OF THE REAL PROPERTY WHICH MAY BE SUBMITTED TO THE LAFAYETTE GREENS TOWNHOMES CONDOMINIUM REGIME IN LATER PHASES
- E THE RECORDING DATA FOR RECORDED EASEMENTS AND LICENSES WHICH THE CONDOMINIUM COMMUNITY IS OR MAY BECOME SUBJECT TO
- F CERTIFICATE OF COMPLETION (FIRST PHASE)

THE
CONDOMINIUM DECLARATION
OF
THE LAFAYETTE GREENS TOWNHOMES, a CONDOMINIUM

PREAMBLE

THIS DECLARATION is made on the date hereinafter set forth, by WARRIOR WAY, LLC, a Colorado Limited Liability Company, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of certain real property situate in the City of Lafayette, State of Colorado, as more particularly described on Exhibits A and D attached hereto and incorporated herein by reference; and

WHEREAS, the Declarant intends to construct a condominium community on said real property together with other improvements thereon; and

WHEREAS, Declarant will convey said real property, subject to the protective covenants, restrictions, reservations and obligations as hereinafter set forth.

NOW THEREFORE, Declarant hereby submits the real property described on Exhibit A attached hereto, together with all easements, rights, and appurtenances thereto and improvements thereon to the provisions of the Colorado Common Interest Ownership Act, C.R.S. §§ 38-33.3-101 et seq., as it may be amended from time to time. In the event the said Act is repealed, the Act as it exists on the date this Declaration is recorded shall remain applicable.

Declarant hereby declares that all of the real property described in said Exhibit A shall be held or sold, and conveyed subject to the following easements, restrictions, covenants, conditions and obligations which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the said real property or any part thereof, their heirs, personal representatives, successors and assigns and shall inure to the benefit of each Owner thereof.

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ARTICLE ONE: DEFINITIONS

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

1.1 ACT means the Colorado Common Interest Ownership Act, C.R.S. §§ 38-33.3-101, et seq. as it may be amended from time to time.

1.2 AGENCIES means and collectively refers to the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Department of Housing and Urban Development (HUD/FHA), the Veterans Administration (VA) or any other governmental or quasi-governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by any of such entities.

1.3 ALLOCATED INTERESTS means the interest in the Common Elements, the Common Expense Liability and the votes in the Association which are allocated to each of the Units in The Condominium Community. The formulas used to establish the Allocated Interests are as follows:

(a) Interest in the Common Elements. The undivided ownership interest in the Common Elements appurtenant to a particular Condominium Apartment has been determined on the basis of the proportion which the approximate square footage finished area of each Apartment bears to the total approximate square footage finished area of all Apartments then in The Condominium Community and is as set forth in Exhibit B attached hereto. The square footage of a Garage is not included in the computation.

(b) Common Expense Liability. All Common Expenses shall be assessed against Units on the basis of the proportion which the approximate square footage finished area of each Apartment bears to the total approximate square footage finished area of all Apartments then in The Condominium Community and is as set forth in Exhibit B attached hereto. The square footage of a Garage is not included in the computation.

(c) Votes. Each Unit in The Condominium Community has one vote.

In the event the Declarant exercises its right to enlarge this Condominium Community in Phases by submitting to The Condominium Community additional real property in accordance with ARTICLE TWELVE hereof, the Allocated Interests set forth above will decrease.

1.4 ARTICLES means the Articles of Incorporation of the Association as they may be amended from time to time.

1.5 ASSESSMENTS means the (a) Common Expense Assessment, (b) Special Assessment, (c) Individual Assessment, and (d) Fines levied pursuant to this Declaration.

1.6 ASSESSMENT LIEN means the statutory lien on a Unit for any Assessment levied against that Unit together with all Costs of Enforcement as herein defined. All Costs of Enforcement are enforceable as Assessments.

If an Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due.

The recording of this Declaration constitutes record notice and perfection of the lien. No further recordation or claim of lien for the Assessment is required.

1.7 ASSOCIATION means THE LAFAYETTE GREENS CONDOMINIUM ASSOCIATION, a Colorado Corporation, not for profit, organized pursuant to § 38.33.3-301 of the Act, its successors and assigns, the Articles of Incorporation and Bylaws of which, as herein defined, along with this Declaration, shall govern the administration of The Condominium Community, the Members of which shall be all of the Owners of the Units within The Condominium Community.

1.8 BOARD OF DIRECTORS or BOARD means the Board of Directors of the Association duly elected pursuant to the Bylaws of the Association or appointed by the Declarant as therein provided. The Board of Directors is the governing body of the Association and shall act on behalf of the Association.

The term Board of Directors as used herein is synonymous with the term Executive Board as the latter term is used in the Act.

1.9 BYLAWS means the Bylaws which are adopted by the Board of Directors for the regulation and management of the Association, as they may be amended from time to time.

1.10 CITY means the City of Lafayette, Colorado.

1.11 COMMON ELEMENTS means all of The Condominium Community, as hereinafter defined, except the portions thereof which constitute Condominium Apartments, and also means all parts of The Buildings or any facilities, improvements and fixtures which may be within a Condominium Apartment which are or may be necessary or convenient to the support, existence, use, occupation, operation, maintenance, repair or safety of The Buildings or any part thereof or any other Condominium Apartment therein and includes those Common Elements

which are assigned to the exclusive use of one or more, but not all of the Condominium Apartment Owners.

Without limiting the generality of the foregoing, the following shall constitute Common Elements:

(a) all of the land, landscaping, private driveways, parking spaces and easements which are a part of The Condominium Community; and

(b) all foundations, columns, girders, beams and supports of The Buildings; and

(c) the exterior walls of The Buildings, the main or bearing walls within The Buildings, the main or bearing subflooring and the roofs of The Buildings; and

(d) all stairs, stairways and walkways not within a Condominium Apartment; and

(e) all utility, service and maintenance rooms, fixtures, apparatus, installations and central facilities for power, light, gas, telephone, television, hot water, cold water, heating, incineration, or similar utility, service or maintenance purposes, including furnaces, apparatus, installations, facilities, all of which serve more than one Apartment and are not located within an Apartment, and

(f) in general, all other parts of The Condominium Community necessary in common use or convenient to its existence, maintenance and safety.

Any conveyance, encumbrance, judicious sale or other transfer (voluntary or involuntary) of an individual interest in the Common Elements will be void unless the Unit to which the interest is allocated is also transferred.

In the event that additional real property is made subject to this Declaration in the manner provided in ARTICLE TWELVE hereof, "Common Elements" shall, from the date such additional real property is made subject to this Declaration, include any parts thereof designated as "Common Elements" (including all improvements thereon) in such Supplemental Declarations.

1.12 COMMON EXPENSE ASSESSMENTS means those assessments defined in Paragraph 5.2 hereof.

1.13 COMMON EXPENSE LIABILITY means the liability for Common Expenses allocated to each Lot which is determined in accordance with that Lot's Allocated Interests as set forth in Paragraph 1.3 hereof.

1.14 COMMON EXPENSES means expenditures made by or liabilities incurred by or on behalf of the Association, together with allocations to reserves.

1.15 CONDOMINIUM APARTMENT or APARTMENT (Individual Air Space Unit) means the individual air space of such Condominium Apartment which is contained in an enclosed room or rooms occupying all or part of a floor or floors in The Buildings as hereinafter defined, not including, however, any of the Common Elements located within such air space. Each Condominium Apartment is shown on The Map as hereinafter defined and is identified thereon with a number.

1.16 CONDOMINIUM UNIT or UNIT means the fee simple interest and title to a Condominium Apartment together with the undivided interest in the Common Elements appurtenant to such Condominium Unit and all other rights and burdens created by this Declaration.

In the event additional real property is made subject to this Declaration in the manner provided in ARTICLE TWELVE hereof, "Unit" shall, from the date such additional real property is made subject to this Declaration, include any parts thereof designated as Units in such Supplemental Declarations.

1.17 COSTS OF ENFORCEMENT means all fees, late charges, interest, expenses, including receiver's fees, and reasonable attorneys' fees and costs incurred by the Association (a) in connection with the collection of the Assessments and Fines, or (b) in connection with the enforcement of the terms, conditions and obligations of the Project Documents.

1.18 DECLARANT means WARRIOR WAY, LLC, a Colorado Limited Liability Company, or its successors as defined in § 38-33.3-103(12) of the Act.

1.19 DECLARATION means THE CONDOMINIUM DECLARATION OF THE LAFAYETTE GREENS TOWNHOMES, a CONDOMINIUM, as may be amended from time to time, together with any and all Supplemental Declarations that may be recorded from time to time pursuant to the provisions of ARTICLE TWELVE hereof, also including but not limited to plats and maps.

1.20 DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS means the rights as defined by §§ 38-33.3-103(14) and 38-33.3-103(29) of the Act reserved by the Declarant under ARTICLE TEN hereof.

1.21 ELIGIBLE MORTGAGEE means a holder, insurer or guarantor of a First Security Interest who has delivered a written request to the Association containing its name, address, the legal description, requesting that the Association notify them on any proposed action requiring the consent of the specified percentage of Eligible Mortgagees.

1.22 FIRST MORTGAGEE means any Person which owns, holds, insures or is a governmental guarantor of a Security Interest as herein defined, which is a First Security Interest encumbering a Unit within The Condominium Community. A First Mortgagee shall also

include the holder of executory land sales contracts wherein the Administrator of Veterans Affairs (Veterans Administration) is the Seller, whether such contract is recorded or not.

1.23 FIRST SECURITY INTEREST means a Security Interest (as hereinafter defined) that has priority of record over all other recorded liens except those liens made superior by statute (such as general ad valorem tax liens and special assessments).

1.24 GUEST means (a) any person who resides with an Owner within The Condominium Community; (b) a guest or invitee of an Owner; (c) an occupant or tenant of a Unit within The Condominium Community, and any members of his or her household, invitee or cohabitant of any such person; or (d) a contract purchaser.

1.25 LIMITED COMMON ELEMENTS means those Common Elements which are reserved for the use of certain Owners to the exclusion of others, such as, for example, balconies, decks, patios and driveways.

1.26 MANAGING AGENT means any one or more persons employed by the Association who is engaged to perform any of the duties or functions of the Association.

1.27 MEMBER means each Owner, as set forth in Paragraph 1.29 hereof.

1.28 NOTICE AND HEARING means a written notice and an opportunity for a hearing before the Board of Directors in the manner provided in the Bylaws.

1.29 OWNER means the owner of record of the fee simple title to any Unit which is subject to this Declaration, whether one or more persons or entities, including the Declarant, so long as any Unit remains unsold, excluding, however, those having an interest merely as security for the performance of any obligation.

1.30 PERIOD OF DECLARANT CONTROL means that period of time defined in Paragraph 4.7 hereof.

1.31 PERSON means a natural person, a corporation, a partnership, an association, a trustee, a limited liability company, a joint venture, or any other entity recognized as being capable of owning real property under Colorado law.

1.32 PROJECT DOCUMENTS means this Declaration and The Map recorded and filed pursuant to the provisions of the Act, the Articles of Incorporation and Bylaws of the Association, and the Rules and Regulations, if any, as they may be amended from time to time. Any exhibit, schedule or certification accompanying a Project Document is a part of that Document.

1.33 RULES means the Rules and Regulations adopted by the Board of Directors for the regulation and management of The Condominium Community as amended from time to time.

1.34 SECURITY INTEREST means an interest in real estate or personal property created by contract or conveyance which secures payment or performance of any obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of leases or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation.

1.35 SPECIAL ASSESSMENT means those Assessments defined in Paragraph 5.4 hereof.

1.36 SUPPLEMENTAL DECLARATION means a written instrument containing covenants, conditions, restrictions, reservations, easements and other provisions, or any combination thereof, which is recorded, annexing in accordance with ARTICLE TWELVE hereof, a portion of the real property described on Exhibit D hereof to The Condominium Community.

1.37 THE BUILDINGS means the multiple unit buildings comprising part of The Condominium Community.

1.38 THE CONDOMINIUM COMMUNITY means such real property and the improvements located thereon as more fully described on Exhibit A attached hereto.

In the event that additional real property, as more fully described in Exhibit D attached hereto, is made subject to this Declaration in the manner provided in ARTICLE TWELVE hereof, "The Condominium Community" shall, from the date such additional real property is made subject to this Declaration, include any parts thereof designated as "The Condominium Community" (including all improvements thereon) in such Supplemental Declarations.

1.39 THE MAP means THE CONDOMINIUM MAP OF THE LAFAYETTE GREENS TOWNHOMES, a CONDOMINIUM, which, in addition to the requirements set forth in § 38-33.3-209 of the Act, the Map shall also depict the following, to wit:

(a) The legal description of the surface of The Condominium Community; and

(b) The linear measurements and location, with reference to the exterior boundaries of The Condominium Community, of The Buildings and all improvements built within The Condominium Community; and

(c) The floor plans and elevation plans of The Buildings within The Condominium Community showing the location, the designation, linear dimensions and identification number of each Condominium Apartment, Parking Spaces, Garage Spaces, and the designation of all of the Common Elements and Limited Common Elements; and

(d) The elevations of the unfinished interior surfaces of the floors and ceilings as established from a datum plan, and the linear measurements showing the thickness of the exterior or perimeter walls of the Apartments and of The Buildings.

The Map, and any supplements thereto, shall contain a certificate by a registered land surveyor certifying that The Map contains (a) all of the information required by § 38-33.3-209 of the Act, and (b) that The Map was prepared subsequent to substantial completion of the improvements.

In interpreting The Map, the existing physical boundaries of each separate Apartment as constructed shall be conclusively presumed to be its boundaries.

Declarant hereby reserves unto itself the right, from time to time, without the consent of any Owner or First Mortgagee being required to amend The Map and any supplement(s) thereto in accordance with ARTICLE TWELVE hereof, so long as such amendment is made within the limitations set forth in Paragraph 10.3 hereof.

Declarant hereby reserves unto the Board of Directors of the Association the right, from time to time, without consent of any Owner or First Mortgagee being required to amend The Map to (a) insure that the language and all particulars used on The Map and contained in the Declaration are identical, (b) establish, vacate and relocate outside The Buildings' utility easements, access easements, and parking spaces, (c) establish certain Common Elements as Limited Common Elements, and (d) satisfy any requirements of the Act.

In all other cases The Map may be amended in accordance with Paragraph 13.2 hereof.

The Map and any supplements thereto is hereby incorporated herein by reference as if set forth in its entirety.

1.40 TURNOVER DATE means the date the Period of Declarant Control terminates as more fully set forth in Paragraph 4.7 hereof.

1.41 UNITS THAT MAY BE CREATED means thirty-seven Units, which shall be the maximum number of Units that may be subject to this Declaration, including those Units which may be included if all of the property provided for in Exhibit D hereof is annexed to The Condominium Community and made subject to this Declaration.

1.42 VA AND/OR FHA APPROVAL means that The Condominium Community has been approved by the Veterans Administration and/or the Federal Housing Administration so that such agencies will insure or guarantee loans made upon the Units within The Condominium Community.

ARTICLE TWO: NATURE AND INCIDENTS OF THE CONDOMINIUM COMMUNITY

2.1 The Condominium Community. The name of The Condominium Community is THE LAFAYETTE GREENS TOWNHOMES, a CONDOMINIUM. It is a Condominium Community.

2.2 Maximum Number of Units. The number of Units within the First Phase of The Condominium Community is ten. The Declarant reserves the right but not the obligation to create additional Units by the expansion of The Condominium Community in accordance with ARTICLE TWELVE hereof.

2.3 Division into Units, Estates of an Owner. The Condominium Community is hereby divided into ten Units, each consisting of a separate fee simple estate in a particular Condominium Apartment, and an appurtenant undivided fee simple interest in the Common Elements.

The undivided interest in the Common Elements appurtenant to a particular Condominium Unit is determined in accordance with that Unit's Allocated Interest as set forth in Paragraph 1.3 hereof and is as set forth on Exhibit B attached hereto.

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

2.5 Description of a Condominium Unit. Every contract for the sale of a Unit written prior to the filing for record of The Map and this Declaration may legally describe a Unit by its identifying Unit number designation followed by the words "THE LAFAYETTE GREENS TOWNHOMES, a CONDOMINIUM" with further reference to The Map thereof to be filed for record and the Declaration to be recorded. Upon recordation of The Map and the Declaration in the records of the Clerk and Recorder of Boulder County, Colorado such description shall be conclusively presumed to relate to the therein described Units.

Every deed, lease, mortgage, trust deed, will or other instrument may legally describe a Unit by its identifying number followed by the words "THE LAFAYETTE GREENS TOWNHOMES, a CONDOMINIUM".

A sufficient description of a Condominium Unit shall be as follows:

CONDOMINIUM UNIT NO. ____, BUILDING NO. ____, THE LAFAYETTE GREENS TOWNHOMES, a CONDOMINIUM, according to THE CONDOMINIUM MAP OF THE LAFAYETTE GREENS TOWNHOMES, a CONDOMINIUM, recorded on Film _____ as Reception No. _____, and as defined by THE CONDOMINIUM DECLARATION

OF THE LAFAYETTE GREENS TOWNHOMES, a CONDOMINIUM, recorded on Film _____ as Reception No. _____, in the Office of the County Clerk and Recorder, Boulder County, Colorado.

Every description shall be good and sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect not only the Condominium Apartment, but also the Common Elements and the right to the use of the Limited Common Elements appurtenant thereto. Each such description shall be construed to include: a nonexclusive easement for appropriate ingress and egress throughout The Condominium Community and for the use of appropriate exclusive use of the Limited Common Elements; and all other easements, obligations, limitations, rights, encumbrances, covenants, conditions and restrictions created in this Declaration.

The reference to The Map and Declaration in any instrument shall be deemed to include any supplements or amendments to The Map or Declaration, without specific references thereto.

2.6 Apartment Boundaries. The interior unfinished surfaces of the perimeter walls, lowermost floors and uppermost ceilings shall mark the perimeter boundaries of a Condominium Apartment as shown on the Condominium Map, and all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are a part of the Condominium Apartments, and all other portions of the walls, floors, or ceilings are part of the Common Elements.

If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any fixtures lies partially within and partially outside the designated boundaries of a Condominium Apartment, any portion thereof serving only that Apartment is a Limited Common Element allocated solely to that Apartment, and any portion thereof serving more than one Apartment or any portion of the Common Elements is a part of the Common Elements.

Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, decks, patios, and all exterior doors and windows or other fixtures designed to serve a single Condominium Apartment, but located outside the Apartment's boundaries, are Limited Common Elements allocated exclusively to that Apartment.

Subject to the above, all spaces, interior partitions, and other fixtures and improvements located within the boundaries of a Condominium Apartment are a part of the Apartment.

2.7 Right to Combine Units. An Owner may physically combine the area and space of one Unit with the area and space of one or more adjoining Units subject to (a) the review and written approval of the Board of Directors, (b) compliance with §§ 38-33.3-211 and 212

of the Act, and (c) the receipt of all requisite approvals from the City. In the event of any such physical combining of Units to create a combined Unit, such combined Unit shall also include the combining of the fixtures and improvements and of the undivided interest in the Common Elements appurtenant to such Units.

The Board of Directors reserves the right to designate and convey to said Owner of such combined Units additional Limited Common Elements appurtenant to such Unit, any walls, floors or other structural separation for the combination of such Units, provided, however, that such walls, floors or other structural separations for such space shall automatically become Common Elements if the combined Units become subject to separate ownership in the future.

The Board of Directors shall have authority to grant easements through the Common Elements to accomplish the combining of the Units. The Assessment Liability of each Unit, although combined, shall remain the same, as will the voting rights for such Units.

2.8 Physical Boundaries. The existing physical boundaries of any Condominium Apartment or Common Elements shall be conclusively presumed to be the boundaries.

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

2.10 No Partition. Except as provided in Paragraph 2.7 hereof, the Common Elements shall remain undivided, and no owner or any other person shall bring any action for partition or division of the Common Elements. Similarly, no action shall be brought for the physical partition or subdivision of a Condominium Apartment or a Unit between or among the Owners thereof, provided, however, an action of partition of a Unit shall be permitted by a sale and the division of the sale proceeds.

2.11 Separate Taxation. Each Unit shall be deemed to be a parcel and shall be subject to separate assessment and taxation by each assessing unit and special district for all types of taxes authorized by law, including ad valorem levies and special assessments. Neither The Buildings, The Condominium Community nor any of the Common Elements shall be deemed to be a parcel. The lien for taxes assessed to any Unit shall be confined to that Unit. No forfeiture or sale of any Unit for delinquent taxes, assessments or other governmental charges shall divest or in any way affect the title to any other Unit.

2.12 Limited Common Elements. The Limited Common Elements shall be identified on The Map. Any balcony, driveway, door, window, entry way, deck and patio which are accessible from, associated with and which adjoins a Condominium Apartment identified as Limited Common Elements on The Map shall without further reference thereto, be used in connection with such Condominium Apartment to the exclusion of the use thereof by the other Owners except by invitation.

2.13 Compliance with Provisions of Declaration, Articles and Bylaws of the Association. Each Owner shall comply strictly with, and shall cause each of his or her Guests to comply strictly with, all of the provisions of this Declaration and the Articles and Bylaws of the Association, and the decisions, rules, regulations and resolutions of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, along with costs of suit and reasonable attorneys' fees, maintainable by the Board of Directors in the name of the Association on behalf of the Owners, or, in a proper case, by any aggrieved Owner.

2.14 Liens Against Condominium Apartments - Removal From Lien - Effect of Part Payment. Upon the completion of The Condominium Community by the Declarant and payment of all of the costs thereof, then, no lien shall arise or be effective against The Condominium Community. Liens or encumbrances shall only arise or be created against each Condominium Apartment and the percentage of undivided interest in the Common Elements appurtenant to the Condominium Apartment, in the same manner and under the same conditions as liens and encumbrances may arise or be created upon any other parcel or real property subject to individual ownership; provided, however, that no labor performed or materials furnished, with the consent or at the request of an Owner or his or her agent shall be the basis for the filing of a lien pursuant to law against the Unit or other property of another Owner not expressly consenting to or requesting the same, except that express consent shall be deemed to be given by the Owner of any Unit to the Board in the case of emergency repairs.

Labor performed or materials furnished for the Common Elements, if duly authorized by the Board of Directors in accordance with the Declaration or Bylaws, shall be deemed to be performed or furnished with the express consent of each Owner, and shall be the basis for the filing of a lien pursuant to law against each of the Units within The Condominium Community.

In the event a lien is effected against two or more Units, the Owners of each of the separate Units may remove their Condominium Apartment and the percentage of undivided interests in the Common Elements appurtenant to said Condominium Apartment from the lien by payment of the fractional or proportional amount attributable to each of the Units affected. Individual payment shall be computed

by reference to the percentages appearing in this Declaration. Subsequent to payment, discharge or other satisfaction, the Unit shall be released from the lien paid, satisfied or discharged. Partial payment, satisfaction or discharge shall not prevent the lienor from proceeding to enforce his or her rights against any Unit not so released or discharged.

Each Owner shall indemnify and hold each of the other Owners harmless from and against liability or loss arising from the claim of any lien against the Unit of the Owner, or any part thereof, for labor performed or for materials furnished in the course of work performed on such Owner's Unit. At the written request of any Owner, the Board shall enforce such indemnity by collecting from the Owner of the Unit on which the labor was performed and materials furnished the amount necessary to discharge any such lien and all costs incidental thereto, including reasonable attorneys' fees by an Individual Assessment against such Owner in accordance with Paragraph 5.6 hereof.

2.15 Parking Spaces. All Parking Spaces except driveways contained within The Condominium Community shall be a part of the Common Elements and shall be designated as "Open" or "Guest" Parking Spaces. These Parking Spaces are not appurtenant to a Unit purchased. All Parking Spaces and their appropriate designations shall be depicted on The Map.

2.16 Restrictions on Sale of a Condominium Unit. The right of an Owner to sell, transfer or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restriction and such Unit may be sold free of any such restrictions.

2.17 Restrictions on Mortgaging Units. There are no restrictions on the right of an Owner to mortgage or otherwise encumber his or her Unit. There is no requirement for the use of a specific lending institution or particular type lender.

ARTICLE THREE: VARIOUS RIGHTS AND EASEMENTS

3.1 Owner's Rights in the Common Elements. Every Owner and such Owner's Guests shall have the right and easement of use and enjoyment in and to the Common Elements, to include the Limited Common Elements, which shall be appurtenant to and shall pass with the title of the Unit to such Owner, subject to the Development Rights and Special Declarant Rights of the Declarant reserved herein and the following rights of the Board of Directors:

(a) To borrow money to improve the Common Elements and to mortgage said Common Elements as security for any such loan; provided, however, that the Association may not subject any portion of the Common Elements to a security interest unless such is approved by Owners to which at least eighty percent of the votes in the Association are allocated, including eighty percent of the votes allocated to Units not owned by the Declarant as more fully set forth in § 38-33.3-312 of the Act.

(b) To convey or dedicate all or any part of the Common Elements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners entitled to cast at least eighty percent of the votes in the Association, including eighty percent of the votes allocated to Units not owned by the Declarant as more fully set forth in § 38-33.3-312 of the Act.

The granting of permits, licenses and easements shall not be deemed a conveyance or encumbrance within the meaning of this Paragraph as more fully set forth in § 38-33.3-312 of the Act.

(c) To promulgate and adopt Rules and Regulations with which each Owner and their Guests shall strictly comply.

(d) To suspend the voting rights of a Member for any period during which any Assessment remains unpaid and, for a period not to exceed sixty days, for any infraction of the Declaration, Bylaws or Rules and Regulations.

(e) To take such steps as are reasonably necessary to protect the Common Elements against foreclosure.

(f) To enter into, make, perform or enforce any contracts, leases, agreements, licenses, easements and rights-of-way, for the use of Common Elements by Owners and Guests for any purpose the Board may deem to be useful, beneficial or otherwise appropriate.

(g) To close or limit the use of the Common Elements temporarily while maintaining, repairing and making replacements in the Common Elements, or permanently if approved by Members to which at least eighty percent of the votes in the Association are allocated, including eighty percent of the votes allocated to Units

not owned by the Declarant as more fully set forth in § 38-33.3-312 of the Act.

(h) To make such use of the Common Elements as may be necessary or appropriate for the performance of the duties and functions which it is obligated or permitted to perform under this Declaration.

(i) The rights granted to the Board of Directors in Paragraph 4.13 hereof.

3.2 Owner's Rights in Limited Common Elements. Each Owner and his or her Guests shall have an exclusive right to use and enjoy the Limited Common Elements designated herein or on The Map as appurtenant to the Unit owned by such Owner.

3.3 Delegation of Use. Any Owner may delegate his or her right of enjoyment to the Common Elements and facilities to their Guests.

3.4 Owner's Easement for Access, Support and Utilities. Each Owner shall have a nonexclusive easement for access between his or her Condominium Apartment and the roads and streets within and adjacent to The Condominium Community. There shall be no restrictions upon any Owner's right of ingress and egress to or from such Owner's Apartment. Each Owner shall have a non-exclusive easement in and over the Common Elements within the Condominium Project including the Common Elements within the Condominium Apartment of another Owner, for horizontal and lateral support of the Condominium Apartment which is part of his or her Unit, and for utility service to the Condominium Apartment, including water, sewer, gas, electricity, telephone and television service.

3.5 Easements for Encroachments. If any part of the Common Elements encroaches or shall hereafter encroach upon a Condominium Apartment, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Condominium Apartment encroaches or shall hereafter encroach upon the Common Elements, or upon another Condominium Apartment, the Owner of that Condominium Apartment shall and does have an easement for such encroachment and for the maintenance of same. The easement shall extend for whatever period the encroachment exists.

Such easements for encroachments shall not be considered to be encumbrances either on the Common Elements or on a Condominium Apartment. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of The Buildings, by error in The Map, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of The Condominium Community or any part thereof or by any other movement of any portion of the improvements located upon The Condominium Community.