

7.11 Certificate of Insurance. An insurer that has issued an insurance policy for the insurance described in this Article shall issue certificates of insurance to the Association and, upon request, to any Owner or First Mortgagee.

The insurer issuing the policy may not cancel or refuse to renew it until thirty days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Owner and First Mortgagee to whom a certificate of insurance has been issued, at their last known address.

7.12 Condemnation. If all or part of The Condominium Community is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable in accordance with the provisions on eminent domain in the Act.

ARTICLE EIGHT: RESTORATION UPON DAMAGE OR DESTRUCTION

8.1 Duty to Restore. Any portion of The Condominium Community for which insurance is required under the Act or for which insurance carried by the Association is in effect that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- (a) The Condominium Community is terminated;
- (b) repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety;
- (c) eighty percent of the Owners, including every Owner of a Unit or appurtenant Limited Common Element that will not be rebuilt, vote not to rebuild.

In the event The Condominium Community is not repaired or reconstructed in accordance with the above, The Condominium Community shall be sold and the proceeds distributed pursuant to the procedures provided for in the Act for termination of condominium projects.

8.2 Plans/Cost. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Board of Directors and fifty-one percent of the Owners. The cost of repair or reconstruction in excess of insurance proceeds and reserves is a Common Expense.

8.3 Reconstruction of Less Than the Entire Condominium Community. If the entire Condominium Community is not repaired or reconstructed, the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of The Condominium Community, and:

- (a) the insurance proceeds attributable to a Unit and Limited Common Elements that are not reconstructed must be distributed to the Owner of the Unit and the Owner of the Unit to which the Limited Common Elements were appurtenant to, and to holders of Security Interests, as their interest may appear;

- (b) the remainder of the proceeds must be distributed to each Owner and holders of Security Interests, as their interests may appear, in proportion to such Owner's interest in the Common Elements as set forth in Paragraph 1.3 hereof; and

- (c) if the Owners vote not to rebuild a Unit, all of the Allocated Interests of that Unit shall be reallocated as if the Unit has been condemned, and the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the reallocations.

ARTICLE NINE: MAINTENANCE, REPAIR AND RECONSTRUCTION

9.1 By the Association. The Association shall be responsible for the maintenance, repair and reconstruction of all of the Common Elements, whether located inside or outside of the Apartments in accordance with this ARTICLE NINE.

9.2 By the Owner.

a) Each Owner shall keep his or her Apartment and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating and painting which may at any time be necessary to maintain the good appearance and condition of his or her Apartment.

In addition, each Owner shall be responsible for all damage to any other Apartments or to the Common Elements resulting from his or her failure or negligence to make any of the repairs required by this Paragraph. Each Owner shall perform his or her responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners. Each Owner shall promptly report to the Board of Directors any defect or need for repairs for which the Association is responsible.

b) The Owner of any Unit to which a Limited Common Element is appurtenant shall keep it in a clean and sanitary condition, and shall be responsible for its repair, maintenance, improvements and reconstruction in accordance with Paragraph 9.3 below.

In the event any Owner shall fail to maintain or keep in good repair his or her Limited Common Element in a manner satisfactory to the Board of Directors, the Board of Directors after Notice and Hearing shall have the right to maintain, repair and reconstruct said Limited Common Element. The cost of such maintenance, repair and reconstruction shall be chargeable to such Owner by Individual Assessment in accordance with Paragraph 5.6 hereof.

Each Limited Common Element is subject to an easement in favor of the Board of Directors (including its agents, employees and contractors) for providing the maintenance, repair and reconstruction in accordance with the above.

9.3 Private Yards. Each Unit shall have Private Yard located to the rear of each Unit as part of the original first-built improvement. Said Private Yard shall be a Limited Common Element to the extent of such Private Yard's perimeter fence.

It shall be the responsibility of the Declarant to initially construct the perimeter fence around each Private Yard and establish grade per the approved Grading and Drainage Plan on file with the City. The Owner shall be responsible for installing of the Private Yard, to be completed within one year of the issuance

of the Certificate of Occupancy for the Unit and maintaining same. The Association shall be responsible for the maintenance, repair and reconstruction of the perimeter fence.

In the event any Owner shall fail to maintain his or her private yard in a manner satisfactory to the Board of Directors, the Board of Directors shall have the right and duty, after Notice and Hearing, to enter upon said Private Yard and repair, maintain, replace or restore the said Private Yard. The cost of such maintenance, repair and restoration shall be chargeable to such Owner by Individual Assessment in accordance with paragraph 5.6 hereof.

9.4 Schedule of Maintenance Responsibilities. Notwithstanding the general provisions for maintenance and repair set forth above, specific maintenance and repair responsibilities and the costs attributable thereto shall, to the extent set forth thereon, be determined pursuant to the Schedule of Maintenance and Repair Responsibilities attached as Exhibit C attached hereto.

9.5 Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality, but may be done with contemporary building materials and equipment.

9.6 Additions, Alterations or Improvements by the Unit Owners (Architectural Control). No Owner shall make any structural addition, or alteration or improvement in or to his or her Unit without the prior written consent of the Board of Directors. No Owner shall paint or alter the exterior of his or her Unit, including the doors and windows, nor shall any Owner paint or alter the exterior of any Building, without the prior written consent of the Board of Directors.

The Board of Directors shall be obligated to answer any written request by an Owner for approval of a proposed structural addition, alteration or improvement within thirty days after such request, and failure to do so within the stipulated time shall constitute approval by the Board of Directors of such proposed structural addition, alteration or improvement.

If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement in or to any Unit requires execution by the Association, and provided consent has been given by the Board of Directors, then the application shall be executed on behalf of the Association by an authorized Officer, only, without however incurring any liability on the part of the Board of Directors, the Association or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having claim for injury to person or damage to property arising therefrom.

ARTICLE TEN: DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

10.1 Reservation. The Declarant reserved the following Development Rights and Special Declarant Rights ("Declarant Rights") which may be exercised, where applicable, anywhere within The Condominium Community:

- (a) To complete the improvements indicated on the Map;
- (b) To exercise any Declarant Rights reserved herein;
- (c) To use and maintain parking spaces, storage areas, a nursery and construction yard;
- (d) To use and to permit others to use easements through the Common Elements as may be reasonably necessary for construction within The Condominium Community, and for the purpose of discharging Declarant's obligations under the Act and this Declaration;
- (e) To enlarge, without in any way being bound, The Condominium Community in phases from time to time, by adding to The Condominium Community any of the real property described in Exhibit D attached hereto, in accordance with ARTICLE TWELVE hereof;
- (f) To appoint or remove any officer of the Association or a member of the Board of Directors during the Period of Declarant Control subject to the provisions of Paragraph 4.7 of this Declaration;
- (g) To merge or consolidate The Condominium Community with another Condominium Community or subject it to a Master Association;
- (h) To amend the Declaration and/or The Map in connection with the exercise of any Declarant Rights;
- (i) To exercise any other Declarant Rights created by any other provisions of this Declaration.

10.2 Rights Transferable. Any Declarant Rights created or reserved under this Article for the benefit of Declarant may be transferred to any Person by an instrument describing the Declarant Rights transferred and recorded in Boulder County, Colorado. Such instrument shall be executed by the transferor Declarant and the transferee.

10.3 Limitations. The Declarant Rights shall terminate at the option of the Declarant by its written notice to the Secretary of the Association, but in any event such Declarant Rights shall terminate without further act or deed five years after the date of

the recording of this Declaration. Earlier termination of certain rights may occur by statute.

Not more than twenty-seven additional Units may be created under the Development Rights, or the maximum number of Units allowed by any governmental entity having jurisdiction over the Property, pursuant to any development plan for the Property and Declarant shall not be obligated to expand The Condominium Community beyond the number of Units initially submitted to this Declaration.

10.4 Interference with Declarant Rights. Neither the Association nor any Owner may take any action or adopt any rule that will interfere with or diminish any Declarant Rights without the prior written consent of the Declarant.

10.5 Use by Declarant. The exercise of any Declarant Right by Declarant shall not unreasonably interfere with the access, enjoyment or use of any Unit by any Owner nor the access, enjoyment or use of the Common Elements; nor shall any activity be conducted which might be unsafe, unhealthy, or hazardous to any person.

10.6 Models, Sales Offices and Management Offices. Subject to the limitation set forth in Paragraph 10.3 hereof, the Declarant, its duly authorized agents, representatives and employees may maintain any Apartment owned by the Declarant or any portion of the Common Elements as a model Apartment, sales, leasing and/or management office.

10.7 Declarant's Easements. The Declarant reserves the right to perform warranty work, and repairs and construction work on Units and Common Elements, to store materials in secure areas, and to control and have the right of access to work and repair until completion. All work may be performed by the Declarant without the consent or approval of the Board of Directors.

The Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Declarant Rights, whether arising under the Act or reserved in this Article.

10.8 Signs and Marketing. The Declarant reserves the right for Declarant to post signs and advertising in the Common Elements in order to promote sales of Units. Declarant also reserves the right for Declarant to conduct general sales activities in a manner which will not unreasonably disturb the rights of Owners.

10.9 Declarant's Personal Property. The Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction and maintenance of the Common Elements that has not been represented as property of the Association. The Declarant reserves the right to remove from The

Condominium Community (promptly after the sale of the last Unit) any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

10.10 Rights of Lenders to Declarant. Additional limitations on the right of the Declarant to exercise Declarant Rights may be found in ARTICLE ELEVEN of the Declaration.

## ARTICLE ELEVEN: FIRST MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers, or guarantors of holders of first mortgages recorded against Units within The Condominium Community who qualifies as an Eligible Mortgagee as defined by Paragraph 1.21 hereof. To the extent applicable, necessary, or proper, the provisions of this ARTICLE ELEVEN apply to both this Declaration and to the Articles and Bylaws of the Association.

11.1 Notices of Action. An Eligible Mortgagee shall be entitled to timely written notice of:

(a) any material condemnation loss or any casualty loss which affects a material portion of The Condominium Community or any Unit in which there is a First Mortgage held, insured, or guaranteed by such Eligible Mortgagee;

(b) any delinquency in the payment of Common Expense Assessments owed by an Owner which remains uncured for a period of sixty days and whose Unit is subject to a mortgage held, insured or guaranteed by an Eligible Mortgagee;

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

(d) any proposed action which would require the consent of a specified percentage of Eligible Mortgagees.; and

(e) any material judgment rendered against the Association.

11.2 Amendment to Documents/Special Approvals.

(a) The consent of Owners to which at least sixty-seven percent of the votes in the Association are allocated and the consent of Eligible Mortgagees who represent at least fifty-one percent of the votes of Units that are subject to mortgages held by Eligible Mortgagees shall be required to add to or amend any material provisions of this Declaration or the Articles or Bylaws of the Association. A change to any of the following would be considered material.

(i) voting rights;

(ii) increase in Assessments that raise the Assessment by more than 25% over the previously levied assessment, assessment liens, or the priority of assessment liens;

- (iii) reduction in the reserves for maintenance, repair and replacement of the Common Elements;
- (iv) responsibility for maintenance and repairs;
- (v) reallocation of interests in the General or Limited Common Elements or rights to their use;
- (vi) redefinition of any Unit boundaries;
- (vii) convertibility of Units into Common Elements or vice versa;
- (viii) subject to the provisions of ARTICLE TWELVE, expansion or contraction of The Condominium Community, or the addition, annexation or withdrawal of property to or from The Condominium Community;
- (ix) hazard or fidelity insurance requirements;
- (x) imposition of any restrictions on the leasing of Units;
- (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- (xii) restoration or repair of The Condominium Community (after damage or partial condemnation) in a manner than that specified in the documents;
- (xiii) any provision that expressly benefits mortgage holders, insurers or guarantors.

(b) The Association may not take any of the following actions without the consent of Owners to which at least sixty-seven percent of the votes in the Association are allocated and the approval of at least fifty-one percent of the Eligible Mortgagees.

- (i) Reconstruct or repair The Condominium Community after damage due to an insurable hazard or a partial condemnation in a manner other than specified in the Project Documents.
- (ii) Merge The Condominium Community with any other condominium community.
- (iii) Assign the future income of the Association, including its right to receive Common Expense Assessments.
- (iv) Not repair or reconstruct, in the event of substantial destruction, any part of the Common Elements.

(v) Alter any partition or the creation of any aperture between adjoining Units (when Unit boundaries are not otherwise being affected), for which only the owners of Units affected and Eligible Mortgagees of those Units need approve the action.

(c) Any action to terminate the legal status of The Condominium Community after substantial destruction or condemnation occurs must be agreed to by Owners to which at least sixty-seven percent of the votes in the Association are allocated, and by First Mortgagees who represent at least fifty-one percent of the votes of the Units that are subject to mortgages that are held by First Mortgagees.

(d) Any action to terminate the legal status of The Condominium Community for reasons other than substantial destruction or condemnation occurs must be agreed to by First Mortgagees that represent at least sixty-seven percent of the votes of the mortgaged Units that are subject to mortgages held by First Mortgagees.

11.3 Special FHLMC Provisions. The following requirements apply in addition to and not in lieu of the foregoing, unless at least sixty-seven percent of the Eligible Mortgagees (based on one vote for each first mortgage owned) or Owners (other than Declarant) have given their prior written approval, the Association is not entitled to take any of the following actions:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the common property owned directly or indirectly, by the Association for the benefit of the Owners. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Element by the Association is not a transfer in the meaning of this paragraph;

(b) change the method of determining the obligations, assessments, dues or other charges that may be levied against an Owner;

(c) by act or omission change, waive, or abandon any scheme of regulations or their enforcement pertaining to the architectural design or the exterior appearance of Units, the exterior maintenance of Units, the maintenance of the Common Elements;

(d) fail to maintain fire and extended coverage on the Common Elements on a current replacement cost basis in an amount at least one hundred percent of the insurable value (based on current replacement cost); and

(e) use hazard insurance proceeds for losses to any Common Elements for other than the repair, replacement, or reconstruction of such Common Elements.

11.4 Implied Approval. Implied approval by an Eligible Mortgagee shall be assumed when an Eligible Mortgagee fails to submit a

response to any written proposal for an amendment within thirty days after said Eligible Mortgagee receives proper notice of the proposal, provided this notice was delivered by certified or registered mail with return receipt requested.

11.5 Books and Records. Owners and their mortgagees shall have the right to examine the books and records of the Association at the office of the Association in accordance with the procedure set forth in the Association's Bylaws.

ARTICLE TWELVE: EXPANSION

12.1 Reservation of Right to Expand. Declarant reserves the right (without in any way being bound) to enlarge The Condominium Community in phases by submitting to The Condominium Community from time to time a Supplemental Condominium Map and a Supplemental Declaration adding any of the real property described on Exhibit D attached hereto.

If The Condominium Community has been or is to be approved by the Federal Housing Administration and/or the Veterans Administration, any such addition, expansion or annexation must be according to a General Plan heretofore filed with and approved by the Federal Housing Administration or the Veterans Administration and such addition, expansion or annexation must be supported by the written consent of the Federal Housing Administration or the Veterans Administration, evidence of which may be recorded.

12.2 Supplemental Declarations and Supplemental Condominium Maps. Such expansion must be accomplished by the filing for record by Declarant in the office of the Clerk and Recorder for Boulder County, Colorado, a supplement to this Declaration containing a legal description of the new real property, together with a Supplemental Condominium Map. The expansion may be accomplished in stages by successive supplements or in one supplemental expansion so long as each subsequent phase is contiguous to the real property already subject to this Declaration.

All future improvements will be consistent with the initial improvements in structure type and quality of construction and must be substantially completed prior to being brought into The Condominium Community.

12.3 Expansion of Definitions. In the event of such expansion, the definitions used in this Declaration shall be expanded automatically. For example, "Condominium Unit" shall mean the Condominium Units described above plus any additional Condominium Units added by a Supplemental Declaration, and reference to this Declaration shall mean this Declaration as supplemented. All conveyances of Condominium Units shall be effective to transfer rights in The Condominium Community as expanded, with additional references to the Supplemental Declaration and the Supplemental Map.

12.4 Declaration Operative on New Properties. The new real property shall be subject to all the terms and conditions of this Declaration as amended or supplemented, upon placing a Supplemental Declaration of public record in the real estate records of Boulder County, Colorado.

12.5 Interests on Enlargement. An Owner at the time of his or her purchase of Condominium Unit which has been brought into The Condominium Community by a Supplemental Declaration shall be a Member of the Association. Such Owner shall be entitled to the same voting privileges as those Owners of the initial property

brought into The Condominium Community through the original Declaration and shall be subject to the same Assessments. The Assessments for that Phase shall commence for all Owners within that Phase including the Declarant upon the recording of the Supplemental Declaration for that Phase.

Whenever any additional property is brought into The Condominium Community, the interest of each Owner of a Condominium Unit in the Common Elements in The Condominium Community after such addition shall be determined by the Declarant on the basis of the proportion which the approximate finished square footage area of each Apartment bears to the total approximate finished square footage area of all completed Apartments within The Condominium Community (including Apartments created on the additional real property submitted to The Condominium Community). The finished square footage area of each Apartment is based upon dimensions which are approximate and the calculation of the percentage interest has been rounded. The Supplemental Declaration recorded at the time of expansion shall set forth the new percentage ownership interests of the existing Units and the newly added Units.

12.6 Taxes, Assessments and Other Liens. All taxes and other assessments relating to the real property described in Exhibit D covering any period of time prior to the addition of such property or any portion thereof to The Condominium Community must be paid or otherwise provided for by the Declarant to the satisfaction of all First Mortgagees.

Liens arising out of the construction of improvements in later phases shall not extend into prior phases and shall not adversely affect the rights of Owners or the priority of first mortgages and deeds of trust on any Unit constructed in a prior phase.

12.7 Project Treated as a Whole. For all purposes hereof, each of the Phases of The Condominium Community after the recording of the Supplemental Map and Supplemental Declaration submitting each Phase to The Condominium Community, shall be treated as a part of The Condominium Community developed as a whole from the beginning, except to the extent expressly otherwise provided for herein. It is the express purpose hereof to provide that from and after the date of the submission of a Phase of The Condominium Community in accordance with the above, that such Phase shall be treated as though such Phase had been developed, owned, occupied and used by the Owners thereof as a single undivided Project.

12.8 Termination of the Right of Expansion. The right of expansion shall terminate at the option of the Declarant by its written notice to the Secretary of the Association, but in any event such right of expansion shall terminate without further act or deed in accordance with the limitations set forth in Paragraph 10.3 hereof.

ARTICLE THIRTEEN: DURATION, AMENDMENT AND TERMINATION OF THE DECLARATION

13.1 Duration. The covenants, restrictions and obligations of this Declaration shall run with and bind the land in perpetuity until this Declaration is terminated in accordance with Paragraph 13.8 below.

13.2 Amendments by Owners. Except as permitted in Paragraphs 6.3, 6.5 and 14.5 hereof and except in cases of amendments that may be executed by the Board of Directors pursuant to Paragraphs 1.39 and 8.3 and the Declarant pursuant to Paragraphs 1.39 and 13.5, and except as restricted by Paragraphs 11.2, 11.3 and 13.6 hereof, this Declaration, including the Map, may be amended by written agreement by Owners of Units to which at least sixty-seven percent of the votes in the Association are allocated; provided, however, except as provided in Paragraph 8.3 and ARTICLE TWELVE hereof, an amendment may not: (a) create or increase Development and/or Special Declarant Rights; (b) increase the number of Units; (c) change the uses to which a Unit is restricted; or (d) change the Allocated Interests of a Unit except by unanimous consent of the Owners.

Any such amendment shall be effective upon the recording of the amendment together with a notarized Certificate of the Secretary of the Association certifying that the requisite number of Owners and Eligible Mortgagees, if required, have given their written consent to the amendment. The Secretary shall further certify that originals of such written consents by Owners and Eligible Mortgagees, as applicable, along with the recorded amendment, are in the records of the Association and available for inspection.

Each amendment to the Declaration must be recorded in accordance with § 38-33.3-217(3) of the Act.

Where a Unit is owned by more than one person, the execution of any amendment shall be valid if executed by any one Owner. Signatures need not be notarized. The signature need not be identical to the name of the recorded Owner, but shall be sufficiently close as to be identified as a proper signature of such person.

All signatures shall be irrevocable even upon death or conveyance of the Unit, except that if an amendment is not recorded within three years of the date of signature, then the executing Owner or their successor or assigns may revoke their signature by a written and notarized document delivered to the Secretary of the Association.

Amendments can be executed in counterparts, provided that such recorded document shall also contain a certification of the Secretary of the Association that all counterparts, as executed, are part of the whole.

No action shall be commenced or maintained to challenge the validity of any aspect of any amendment of the Association's Declaration, Articles of Incorporation or Bylaws unless it is commenced within one year from the effective date of said amendment, unless fraud or willful negligence is asserted and proven.

13.3 FHA/VA Approval. If The Condominium Community has been or is to be approved by the Federal Housing Administration and/or the Veterans Administration, then until the termination of the Period of Declarant Control in accordance with Paragraph 4.7 hereof, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration: annexation of additional properties, amendment of this Declaration and the assessment of a Special Assessment.

13.4 Consent of Eligible Mortgagees. Amendments may be subject to the consent requirements of Eligible Mortgagees as more fully set forth in ARTICLE ELEVEN hereof.

13.5 Amendments by Declarant. Declarant reserves the right to amend, without the consent of Owners or First Mortgagees this Declaration, The Map, the Association's Articles of Incorporation or Bylaws, any time within the limitations set forth in Paragraph 10.3 hereof, as follows:

(a) To make nonmaterial changes, such as the correction of a technical, clerical, grammatical or typographical error or clarification of a statement.

(b) To comply with any requirements of any of the Agencies or to induce any of the Agencies to make, purchase, sell, insure or guarantee First Mortgages.

(c) To comply with any requirements of the Act.

13.6 Consent of Declarant Required. Notwithstanding any other provision in this Declaration to the contrary, any proposed amendment of any provision of this Declaration shall not be effective unless Declarant has given its written consent to such amendment, which consent shall be evidenced by the execution by Declarant of any certificate of amendment.

The foregoing requirement for consent of Declarant to any amendment shall terminate at the option of the Declarant by its written notice to the Secretary of the Association, but in any event, shall terminate without further act or deed in accordance with the limitations set forth in Paragraph 10.3 hereof.

13.7 Expenses. All expenses associated with preparing and recording an amendment shall be allocated in accordance with § 38-33.3-217(6) of the Act.

13.8 Termination. Except in the case of a taking of all the Units by condemnation, The Condominium Community may be terminated only by agreement of Owners of Units to which at least sixty-seven percent of the votes in the Association are allocated and the approval of at least sixty-seven percent of the Eligible Mortgagees.

The proceeds of any sale of real estate together with the assets of the Association shall be held by the Association as trustee for Owners and holders of liens upon the Units as their interests may appear as more fully set forth in § 38-33.3-218 of the Act.

ARTICLE FOURTEEN: GENERAL PROVISIONS

14.1 Right of Action. The Association and any aggrieved Owner shall have an appropriate right of action against Owners for failure to comply with the Declaration, Bylaws of the Association, Articles of Incorporation and Rules and Regulations of the Association or with decisions of the Board of Directors of the Association which are made pursuant thereto. Owners shall have a similar right of action against the Association.

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

14.3 Severability. Any portion of this Declaration invalidated in any manner whatsoever shall not be deemed to affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision has never been included herein.

14.4 No Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

14.5 Registration by Owner of Mailing Address. Each Owner shall register his or her mailing address with the Association, and except for monthly statements and other routine notices, which shall be personally delivered or sent by regular mail, all other notices or demands intended to be served upon an Owner shall be delivered personally or sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Board of Directors of the Association or the Association shall be sent by certified mail, postage prepaid, to Jeff Eckert, 5350 Manhattan Cir., #104, Boulder, CO 80303, Registered Agent for the Association until the Registered Agent is changed by a notice duly filed with the Office of the Secretary of State of Colorado (Change of Registered Agent).

14.6 Conflict. The Documents are intended to comply with the requirements of the Act and the Colorado Nonprofit Corporation Act. If there is any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.

14.7 Mergers. The Condominium Community may be merged or consolidated with another condominium community of the same form of ownership by complying with Section 38.33-3221 of the Act.



EXHIBIT A  
TO THE CONDOMINIUM DECLARATION  
OF  
THE LAFAYETTE GREENS TOWNHOMES, a CONDOMINIUM

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LEGAL DESCRIPTION OF THE REAL PROPERTY  
SUBMITTED TO THE CONDOMINIUM DECLARATION  
OF  
THE LAFAYETTE GREENS TOWNHOMES, a CONDOMINIUM  
(FIRST PHASE)

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Lots 10 and 11, Centaur Plaza Office Park, a subdivision  
in the County of Boulder, State of Colorado, according to  
the recorded Plat thereof.

EXHIBIT B  
 THE CONDOMINIUM DECLARATION  
 OF  
 THE LAFAYETTE GREENS TOWNHOMES, a CONDOMINIUM

TABLE OF INTERESTS  
 (FIRST PHASE)

Each Unit in the Condominium Community shall have one vote and, subject to the provisions of ARTICLE TWELVE hereof, each Unit is hereby vested with an undivided percentage ownership interest in and to the Common Elements and is subject to a Common Expense Assessment Liability as set forth below.

UNIT NO.	FINISHED SQ. FT.	PERCENTAGE SHARE OF COMMON ELEMENT OWNERSHIP/ COMMON EXPENSE LIABILITY
<u>Building A</u>		
1200	1374	9.54%
1202	1379	9.58%
1204	1379	9.58%
1206	1380	9.59%
1208	1686	11.71%
<u>Building B</u>		
1210	1686	11.71%
1212	1380	9.59%
1214	1379	9.58%
1216	1379	9.58%
1218	<u>1374</u>	<u>9.54%</u>
	14,396	100%

The Percentage Interest in the Common Elements and Common Expense Assessment Liability has been determined by the Declarant 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 in The Condominium Community. The square footage of a Garage is not included in the computation. The square footage for each Apartment is based upon dimensions which are approximate and the calculation of the Percentage Interest has been rounded. The Percentage Interest shown for each Unit is subject to change in accordance with ARTICLE TWELVE hereof.

In the event the Declarant exercises its right to enlarge The Condominium Community in Phases by submitting to The Condominium Community additional real property in accordance with ARTICLE TWELVE hereof, each percentage interest and assessment liability set forth above will decrease. The Percentage Interest of each Unit and assessment liability will then be 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 completed Apartments within The Condominium Community (including Apartments created on the additional real property submitted to The Condominium Community.

TO THE FIRST SUPPLEMENTAL CONDOMINIUM DECLARATION  
OF THE LAFAYETTE GREENS TOWNHOMES, a CONDOMINIUM  
(SECOND PHASE)

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TABLE OF INTERESTS (FIRST PHASE)

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In the event the Declarant exercises its right to enlarge The Condominium Community in Phases by submitting to The Condominium Community additional real property in accordance with ARTICLE TWELVE hereof, each percentage interest and assessment liability set forth above will decrease. The Percentage Interest of each Unit and assessment liability will then be 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 completed Apartments within The Condominium Community (including Apartments created on the additional real property submitted to The Condominium Community.

EXHIBIT C  
 THE LAFAYETTE GREENS TOWNHOMES, a CONDOMINIUM  
 SCHEDULE OF MAINTENANCE RESPONSIBILITIES

I	II	III	IV	V
ITEMS	COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	LIMITED COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	UNIT COMPONENTS UNDER ASSOCIATION RESPONSIBILITY	CERTAIN OTHER COMPONENTS UNDER UNIT OWNER'S RESPONSIBILITIES WITHOUT RESPECT TO OWNERSHIP OF THE COMPONENTS
Grounds, private street all landscaped and paved areas and other improvements thereon lying outside the Buildings' foundations with the exceptions noted herein.	All, in all regards, with the exceptions herein stated			
The Buildings' roof, ex- terior walls, foundation.	All, in all regards, with exceptions noted herein regarding routine cleaning.			
Windows.	Exterior painting, and exterior caulking only.			Routine cleaning, repair and replacement of glass in the windows and window mechanisms serving an Apartment.
Doors, apartment entry.	All surfaces which are not exposed to the interior of of an Apartment, including panel, buck, trim and sill.			Apartment side of door panel, interior trim, all hardware including lock, door chime assembly, hinges/closure and weather stripping.
Doors, patio and balcony	All surfaces which are not exposed to the interior of of an Apartment excluding glass, including door panel, buck, trim and sill.			Apartment side of door panel, including glass replacement, interior trim, door mechanisms hinge/closure and weather stripping.

**THE LAFAYETTE GREENS TOWNHOMES, a CONDOMINIUM  
SCHEDULE OF MAINTENANCE RESPONSIBILITIES**

I	II	III	IV	V
ITEMS	COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	LIMITED COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	UNIT COMPONENTS UNDER ASSOCIATION RESPONSIBILITY	CERTAIN OTHER COMPONENTS UNDER UNIT OWNER'S RESPONSIBILITIES WITHOUT RESPECT TO OWNERSHIP OF THE COMPONENTS
Plumbing and related systems and components thereof.	maintenance, repair and replacement of portions of plumbing constituting services to more than one Apartment.		Only to the extent that a malfunction or threat of same has originated outside the Apartment in which the malfunction occurs or may occur.	All portions within an Apartment, including fixtures and appliances attached thereto. Water damage to Common Elements or other Apartments than the one which is the primary source of the problem
Electrical and related systems and components thereof, including fixtures.	All systems including fixtures and appliances serving more than one Apartment.			Systems including fixtures and appliances serving only one Apartment, including exterior fixtures serving primarily only one Apartment.
Parking spaces		All in all regards		
Heating systems and components thereof.	All maintenance, repair and replacement of portions of heating systems constituting service to more than one Apartment.			All heating and related systems and components thereof serving only one Apartment
Trash collection system.	All, in all regards.			
Balconies		Exterior surface of balcony walls		All portions of the balcony except exterior surface of balcony walls
Private Yards (patios)				All, in all regards
LCE Driveways, entry sidewalk		All, in all regards except snow removal		Snow removal
CE Sidewalks adjacent to Common Area Driveway	All, in all regards except snow removal	All, in all regards except snow removal		Snow removal

**THE LAFAYETTE GREENS TOWNHOMES, a CONDOMINIUM  
SCHEDULE OF MAINTENANCE RESPONSIBILITIES**

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**MAINTENANCE RESPONSIBILITIES:**

This chart and the titles and headings used herein are not intended to describe or encompass all maintenance functions nor to delineate all respective responsibilities between the Owners, severally, and the Association. The placement of responsibility under any specific column does not always accurately reflect the precise character and nature of ownership. The appropriate sections of the Declaration determine ownership. In many cases maintenance responsibility is allocated to the Association to ensure central maintenance responsibility, uniformity and quality of repair, and to protect community health and safety. Where such maintenance is required due to the negligent or wrongful act or omission of an Owner (or members of his household, tenants, employees, agents, visitors, guests or pets), the Association will perform the necessary maintenance at the sole expense of the Owner.

**COLUMN I: ITEMS** - Items appearing in this column are illustrative and not exhaustive.

**COLUMN II: COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY** - Responsibility for determining the maintenance, repair and replacement requirements of the Common Elements and determining the costs thereof shall be primarily the responsibility of the Board of Directors and such designees to which it may delegate certain such responsibilities.

**COLUMN III: LIMITED COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY** - Responsibility for determining the maintenance, repair and replacement requirements of the Common Elements shall be shared responsibility between the Board of Directors and the Owner of a Unit to which a specific Limited Common Element is exclusively appurtenant; provided, however, that the Board shall have the final responsibility for determining the need for and accomplishing such maintenance, repair and replacement activities.

**COLUMN IV: UNIT COMPONENTS UNDER ASSOCIATION RESPONSIBILITY** - The items in this column are legally and by definition a part of a Unit but are attached or directly connected to or associated with the Common Elements and common expense items in such a way that a clear distinction between Owner and Association responsibility cannot be made. Moreover, such items frequently involve matters of concern relative to the general health, safety and welfare of all of the occupants of The Building. Thus, certain costs which appear to benefit a single Owner but which affect other Owners are declared a common expense, especially when

**THE LAFAYETTE GREENS TOWNHOMES, a CONDOMINIUM  
SCHEDULE OF MAINTENANCE RESPONSIBILITIES**

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the correct functioning of an activity or element is integral to or supportive of the legally defined Common Elements and common expenses.

**COLUMN V: CERTAIN OTHER COMPONENTS UNDER OWNER'S RESPONSIBILITY WITHOUT RESPECT TO OWNERSHIP OF THE COMPONENT** - The items in this column are not intended to be exclusive and all-encompassing and do not affect responsibilities expressly provided for otherwise.

EXHIBIT D  
TO THE CONDOMINIUM DECLARATION  
OF  
THE LAFAYETTE GREENS TOWNHOMES, a CONDOMINIUM  
(FIRST PHASE)

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LEGAL DESCRIPTION OF THE REAL PROPERTY  
WHICH MAY BE SUBMITTED TO THE  
LAFAYETTE GREENS TOWNHOMES CONDOMINIUM REGIME  
IN LATER PHASES

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Lot 5, Centaur Plaza Office Park and Lots 6R, 7R, 8R and 9R, a  
Replat of Lots 6, 7, 8 and 9, Centaur Plaza Office Park, County  
of Boulder, State of Colorado.

EXHIBIT E  
TO THE CONDOMINIUM DECLARATION  
OF  
THE LAFAYETTE GREENS TOWNHOMES, a CONDOMINIUM  
(FIRST PHASE)

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THE RECORDING DATA FOR RECORDED EASEMENTS AND  
LICENSES WHICH THE CONDOMINIUM COMMUNITY  
IS OR MAY BECOME SUBJECT TO:

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Any and all easements as shown on the recorded plat of the  
subdivision.

EXHIBIT F  
TO THE CONDOMINIUM DECLARATION  
OF  
THE LAFAYETTE GREENS TOWNHOMES, a CONDOMINIUM  
(FIRST PHASE)

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CERTIFICATE OF COMPLETION  
(FIRST PHASE)

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I hereby certify that as of this date all structural components of all buildings within the First Phase of The Lafayette Greens Townhomes, a Condominium, containing or comprising any Units thereby created are substantially completed.

Dated: Nov. 18, 1994

Ewald Rasin  
Registered Land Surveyor

