



\* M630

RECORDING INFORMATION

Film 1322  
Reception No. 647944  
Date; September 21, 1984  
Time: 3:49 p.m.

THE

CONDOMINIUM DECLARATION

FOR

THE WILDFLOWER CONDOMINIUMS

## TABLE OF CONTENTS

<u>ARTICLE Number</u>	<u>PARAGRAPH Number</u>	<u>PAGE Number</u>
	2.17 Storage Spaces.....	9
	2.18 Basement Spaces .....	9
THREE	VARIOUS RIGHTS AND EASEMENTS .....	10
	3.1 Owner's Rights in Limited Common Elements .....	10
	3.2 Owner's Easement for Access, Support, and Utilities .....	10
	3.3 Easements for Encroachments .....	10
	3.4 Easements in Condominium Apartments for Repair, Maintenance and Emergencies .....	10
	3.5 Emergency Easements .....	11
	3.6 Utility Easements .....	11
	3.7 Declarant's Easements .....	11
	3.8 Solar Easements .....	11
	3.9 Recording Data Regarding Easements .....	12
	3.10 Sump Pump Maintenance Easement .....	12
	3.11 Easements Deemed Appurtenant .....	12
FOUR	THE ASSOCIATION .....	13
	4.1 General Purposes and Powers .....	13
	4.2 Board of Directors .....	13
	4.3 Articles and Bylaws .....	13
	4.4 Membership .....	13
	4.5 Voting Rights .....	13
	4.6 Indemnification .....	14
	4.7 Association Agreements.....	14
	4.8 Certain Rights and Obligations of the Association.....	14
FIVE	ASSESSMENTS.....	16
	5.1 Creation of the Lien and Personal Obligation of the Assessment .....	16
	5.2 Purpose of Assessments .....	16
	5.3 Basis of Assessment .....	16
	5.4 Special Assessments .....	17
	5.5 Notice and Quorum Needed to Levy a Special Assessment.....	18
	5.6 Uniform Manner of Assessment .....	18
	5.7 Date of Commencement of Assessments; Prorations.....	18
	5.8 Due Dates, Non-Payment of Assessments, Remedies of the Association.....	18
	5.9 Declarant's Obligations .....	20
	5.10 Working Capital Fund.....	20
	5.11 No Offsets .....	20

## TABLE OF CONTENTS

<u>ARTICLE Number</u>	<u>PARAGRAPH Number</u>	<u>PAGE Number</u>
SIX	RESTRICTIVE COVENANTS AND OBLIGATIONS .....	21
	6.1    Use and Occupancy of Condominium Apartments .....	21
	6.2    Use of the Common Elements .....	21
	6.3    Pets Within the Project .....	21
	6.4    Nuisances .....	22
	6.5    No Unsightliness .....	22
	6.6    Prohibition of Certain Activities .....	22
	6.7    Antennas .....	22
	6.8    Restrictions on Signs .....	22
	6.9    Owner Caused Damages .....	23
	6.10   Waiver of Summary Abatement .....	23
	6.11   Parking and the Use of the Parking Spaces .....	23
	6.12   Use of the Garage Spaces .....	23
	6.13   Use of the Storage Spaces .....	23
SEVEN	INSURANCE .....	24
	7.1    Authority to Purchase/General Requirements .....	24
	7.2    Hazard Insurance .....	25
	7.3    Liability Insurance .....	26
	7.4    Fidelity Insurance .....	27
	7.5    Additional Insurance .....	27
	7.6    Payment of Insurance Premiums .....	28
	7.7    Separate Insurance .....	28
EIGHT	MAINTENANCE, REPAIR, REPLACEMENT, ADDITIONS AND ALTERATIONS .....	29
	8.1    By the Association .....	29
	8.2    By the Owner .....	29
	8.3    Schedule of Maintenance Responsibilities .....	29
	8.4    Manner of Repair and Replacement .....	29
	8.5    Additions, Alterations or Improvements by the Owners (Architectural Control) .....	30
	8.6    Private Patios .....	30
NINE	DAMAGE, DESTRUCTION, CONDEMNATION AND OSOLESCEENCE .....	31
	9.1    Association as Attorney-in-Fact .....	31
	9.2    Damage, Destruction, Reconstruction and Repair .....	31
	9.3    Condemnation .....	33
	9.4    Reorganization/Reallocation .....	34
	9.5    Obsolescence and Reconstruction .....	34
TEN	TERMINATION OF THE CONDOMINIUM PROJECT .....	35
	10.1   Vote of Owners and First Mortgagees .....	35
	10.2   Termination Agreement .....	35
	10.3   Sale of The Project .....	35
	10.4   Project not to be Sold .....	35

## TABLE OF CONTENTS

<u>ARTICLE Number</u>	<u>PARAGRAPH Number</u>	<u>PAGE Number</u>
	10.5 Determination of Owner's Interests .....	35
	10.6 Distribution to Owners .....	35
ELEVEN	CERTAIN RIGHTS OF THE FIRST MORTGAGEES .....	37
	11.1 Entitlement .....	37
	11.2 Restrictions on Amendments.....	37
	11.3 Special FHL MC Provisions.....	38
	11.4 Books and Records .....	39
TWELVE	EXPANSION .....	40
	12.1 Reservation of Right to Expand .....	40
	12.2 Supplemental Declarations and Supplemental Condominium Maps.....	40
	12.3 Expansion of Definitions .....	40
	12.4 Declaration Operative on New Properties.....	40
	12.5 Interests Upon Enlargements.....	41
	12.6 Taxes, Assessments and Other Liens .....	41
	12.7 Project Treated as a Whole .....	41
THIRTEEN	DURATION AND AMENDMENTS.....	42
	13.1 Duration .....	42
	13.2 Amendments .....	42
	13.3 Special Amendments.....	43
FOURTEEN	GENERAL PROVISIONS.....	44
	14.1 Right of Action .....	44
	14.2 Supplemental to Law .....	44
	14.3 Successors and Assigns .....	44
	14.4 Temporary Use by the Declarant .....	44
	14.5 Severability .....	44
	14.6 No Waiver.....	44
	14.7 Registration by Owner of Mailing Address .....	45
	14.8 Attorneys' Fees and Costs .....	45
	14.9 Captions .....	45
	14.10 Numbers and Genders .....	45
Exhibit A	Legal Description of the Real Property Submitted to The Wildflower Condominium Regime .....	47
Exhibit B	Schedule of Percentage Interests in the Common Elements.....	48
Exhibit C	Schedule of Maintenance Responsibilities .....	50
Exhibit D	Legal Description of the Real Property Which May Be Submitted to The Wildflower Condominium Regime in Later Phases ....	54
Exhibit E	The Recording Data for Easements Affecting The Project .....	55

THE  
CONDOMINIUM DECLARATION  
FOR  
THE WILDFLOWER CONDOMINIUMS

---

---

THIS DECLARATION, made and entered into by McSTAIN ENTERPRISES, INC., a Colorado Corporation, hereinafter referred to as the "Declarant";

PREAMBLE

WHEREAS, the Declarant is the owner of the real property situated in the County of Boulder, State of Colorado, which is described as:

See legal description attached hereto as Exhibit "A"

hereinafter referred to as "THE PROPERTY"; and

WHEREAS, the Declarant desires to establish a Condominium Project under the Condominium Ownership Act of the State of Colorado, to wit: Colo. Rev. Stat. Ann. S 38-33-101, et seq.; and

WHEREAS, the Declarant does hereby establish a plan for the separate fee simple ownership of real property estates consisting of Condominium Apartments in The Building, both as hereinafter defined, and the co-ownership by the separate owners thereof, as tenants in common, of all the remaining property, which is hereinafter referred to as the Common Elements.

NOW THEREFORE, the Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, reservations, limitations and obligations shall be deemed to run with the land and shall be a burden and a benefit to the Declarant, its successors and assigns, and any person acquiring or owning an interest in The Project and improvements thereon which is subject to this Declaration, their grantees, successors, heirs, personal representatives, administrators, devisees or assigns.

## 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 ARTICLES means the Articles of Incorporation of the Association.

1.2 ASSESSMENTS (Annual Assessment for Common Expenses) means all monies due the Association from the Members as duly assessed against the membership by the Board of Directors of the Association in accordance with ARTICLE FIVE of this Declaration.

1.3 ASSOCIATION means THE WILDFLOWER CONDOMINIUM ASSOCIATION, a Colorado Corporation, not for profit, 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 Project, the Members of which shall be all of the Owners of the Units in The Project.

1.4 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 term Board of Directors as used herein shall be synonymous with the term Board of Managers as the latter term is used in the Colorado Condominium Act, Colo. Rev. Stat. Ann. §38-33-106. The Board of Directors is the governing body of the Association.

1.5 BYLAWS means the Bylaws of the Association as amended from time to time.

1.6 COMMON ELEMENTS means all of The Project, 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. The term Common Elements as used herein shall be synonymous with the term General Common Elements as the latter term is used in the Colo. Rev. Stat. Ann. §38-33-103(3).

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

- (a) all of the land, landscaping, private streets, some parking spaces as shown on The Map and driveways and easements which are a part of the Project; 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; the swimming pool and changing rooms; 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, refrigeration, air conditioning, incineration, or similar utility, service or maintenance purposes, including furnaces, tanks, pumps, motors, fans, compressors, vents, similar fixtures, apparatus, installations, facilities, all of which serve more than one Apartment and are not located within an Apartment, and
- (f) the exterior of the firebox within a stove or fireplace located in an Apartment together with the flues and flue chases. The space within the firebox is a Limited Common Element; and
- (g) all other parts of The Project necessary in common use or convenient to its existence, maintenance and safety.

1.7 COMMON EXPENSES means expenditures made by, or financial liabilities incurred by the Association, together with any allocations to reserves, all as may be found to be reasonable and appropriate by the Board of Directors pursuant to this Declaration, the Bylaws and the Articles of Incorporation of the Association.

1.8 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 herein-after 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.

1.9 CONDOMINIUM PROJECT or THE PROJECT means all of The Property, The Buildings, and all improvements submitted to this Declaration.

1.10 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 Apartment and all other rights and burdens created by this Declaration.

1.11 DECLARANT means McSTAIN ENTERPRISES, INC., a Colorado corporation, its successors or assigns, if such successors or assigns shall acquire any portion of The Project for the purpose of development and be designated by the Declarant or a successor Declarant, as a Declarant for the purpose hereof by a duly recorded written instrument. Any such designation by the Declarant or a successor Declarant may include the right of redesignation by such successor or further successors.

1.12 DECLARATION means this CONDOMINIUM DECLARATION FOR THE WILDFLOWER CONDOMINIUMS as may be amended from time to time, together with any and all Supplementary Declarations that may be recorded from time to time pursuant to the provisions of ARTICLE TWELVE hereof.

1.13 FIRST MORTGAGEE means any person, corporation, partnership, trust, company, association or other legal entity which owns, holds, insures or is a governmental guarantor of a mortgage or deed of trust, which mortgage or deed of trust is a first and prior lien encumbering a Condominium Unit within The Project. A First Mortgagee shall also include the holder of every executory land sales contract wherein the Administrator of Veterans Affairs (Veterans Administration) is Seller, whether such contract is owned by the Veterans Administration or its assigns, and whether such contract is recorded or not.

1.14 GUEST means any agent, tenant, guest, licensee or invitee of an Owner and the members of such Owner's household.

1.15 LIMITED COMMON ELEMENTS means those Common Elements which are reserved for the use of certain Owners to the exclusion of the others, such as, for example, decks, entry ways, balconies, patios, garage spaces, some parking spaces, storage spaces, garage aprons and basement spaces.

1.16 MANAGING AGENT means the person employed and paid by the Board to perform the management and operational functions of The Project.

1.17 MEMBER means all those who are Members of the Association as provided in Paragraph 4.4 hereof.

1.18 OWNER means the person owning a Condominium Apartment in fee simple together with an undivided interest in fee simple in the Common Elements in the percentage specified and established in 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 an obligation.

1.19 PERSON means an individual, corporation, partnership, association, trustee or any other legal entity or any combination thereof.

1.20 RULES means the Rules and Regulations adopted by the Board of Directors as amended from time to time.

1.21 THE BUILDINGS means the multiple unit buildings comprising part of The Project.

1.22 THE MAP means THE CONDOMINIUM MAP OF THE WILDFLOWER CONDOMINIUMS which may be filed in whole or in part, and if filed in part shall be supplemented as determined by the Declarant, depicting thereon:

- (a) The legal description of the surface of The Project; and
- (b) The linear measurements and location, with reference to the exterior boundaries of The Project, of The Buildings and all improvements built on The Project; and
- (c) The floor plans and elevation plans of The Buildings on The Project, showing the location, the designation and the linear dimensions of each Condominium Apartment, Parking Spaces, Garage Spaces, Garage Aprons, Storage Spaces and Basement Spaces and the designation of all 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 supplement(s) thereto, shall contain a statement of an architect, engineer or registered land surveyor certifying that The Map fully and accurately depicts the layout, measurements and location of all of the improvements, the Condominium Apartment designations, the dimensions of such Condominium Apartments and the elevations of the floors and ceilings and that The Map was prepared subsequent to substantial completion of the improvements.

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 no later than five years from the date of the recording of this Declaration in the Boulder County, Colorado Records.

Declarant hereby reserves unto the Board of Directors of the Association the right, from time to time, without the 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, driveway easements, and parking spaces, and (c) establish certain Common Elements as Limited Common Elements.

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

The Map and any supplement(s) thereto is hereby incorporated herein by reference as if set forth in its entirety.

1.23 VA AND/OR FHA APPROVAL means that The Project 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 Unit within The Project.

## **ARTICLE TWO: NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP**

**2.1 Division into Units, Estates of an Owner.** Subject to the provisions of ARTICLE TWELVE hereof, the Project is hereby divided into eighteen 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 Apartment 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 Project and is as set forth in Exhibit "B" attached hereto and incorporated herein.

**2.2 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.

**2.3 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 WILDFLOWER CONDOMINIUMS" 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 WILDFLOWER CONDOMINIUMS:

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

Condominium Unit No. , THE WILDFLOWER CONDOMINIUMS according to the CONDOMINIUM MAP FOR THE WILDFLOWER CONDOMINIUMS recorded on Film as Reception No. and as defined by THE CONDOMINIUM DECLARATION FOR THE WILDFLOWER CONDOMINIUMS recorded on Film as Reception No. , in the Office of the County Clerk and Recorder, Boulder, 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 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 Project and for the use of the Common Elements which are not Limited Common Elements; the right to the 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 reference(s) thereto.

**2.4 Apartment Boundaries.** The interior unfinished surfaces of the perimeter walls, lowermost floors and uppermost ceilings shall mark the perimeter boundaries of a Condominium Apartment 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 a part of the Common Elements.

If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other 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, 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 the 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.

**2.5 Right to Combine Units.** Declarant hereby reserves the right to physically combine the area or space of one Unit with the area or space of one or more adjoining Units; provided, however, that Declarant shall not exercise said right without the written consent of any Mortgagee having an interest in said Units. In the event of any such physical combining of Units to create a combined Unit, such combined Unit shall also include the combining of the fixtures and improvements and of the undivided interests in Common Elements appurtenant to the Units so combined. Declarant reserves the right to designate and convey to any purchaser of any such combined Units, as additional Limited Common Elements appurtenant thereto, any walls, floors or other structural separations between the Units so combined, or any space which would be occupied by such structural separations but for the combination of such Units; provided, however, that such walls, floors or other structural separations for such space shall automatically become Common Elements if the combined Units become subject to separate ownership in the future. This reserved right in Declarant shall terminate upon the conversion of the Class B Membership to Class A Membership in accordance with Paragraph 4.5 hereof.

**2.6 Physical Boundaries.** In interpreting deeds, mortgages, deeds of trust and other instruments for any purpose whatsoever, or in connection with any matter, the existing physical boundaries of any Condominium Apartment or Common Elements shall be conclusively presumed to be the boundaries regardless of settling, rising or lateral movements of The Building, and regardless of variance between boundaries as shown on The Map and the actual boundaries of The Building.

**2.7 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.

**2.8 No Partition.** 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 sale and the division of the sale proceeds.

2.9 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 Building, The Property 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.

2.10 Limited Common Elements. Subject to the definition thereof, the Limited Common Elements shall be identified on The Map. Any deck, balcony, door, window, entry way, patio, garage space, basement space, garage aprons and the space within the fire box located within a fireplace or stove 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.

2.11 Compliance with Provisions of Declaration, Articles and Bylaws of the Association. Each Owner shall comply strictly with, and shall cause each of his 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 an aggrieved Owner.

2.12 Liens Against Condominium Apartments - Removal From Lien - Effect of Part Payment. Upon the completion of The Project by the Declarant and payment of all of the costs thereof, no lien shall arise or be effective against The Project. 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 of 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 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 Project.

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 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 5.3(b) hereof.

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

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

2.15 Parking Spaces. Certain Parking Spaces contained within The Project shall be a part of the Limited Common Elements and shall be limited to and reserved for the exclusive use of the Owners of a particular Condominium Unit as designated by the Board of Directors; provided however, the Board of Directors shall maintain control thereof and shall have the continuing right to assign and reassign Parking Spaces to Owners within The Project. A Parking Space is not appurtenant to a Unit purchased. *BOD  
ASSIGN*

Certain Parking Spaces contained within The Project shall be a part of the Common Elements and shall be designated as Guest Parking Spaces. All Parking Spaces and their appropriate designations shall be depicted on The Map.

2.16 Garage Spaces. All Garage Spaces contained within The Project shall be a part of the Limited Common Elements. Each Garage Space shall be limited to and reserved for the exclusive use of the owners of a particular Condominium Unit as initially designated by the Declarant and upon such designation the said Garage Space will be appurtenant to that Unit.

2.17 Storage Spaces. All Storage Spaces contained within The Project shall be a part of the Limited Common Elements. Each storage space shall be limited to and reserved for the exclusive use of the owners of a particular Condominium Unit as designated by the Board of Directors; provided however, that the Board of Directors shall maintain control thereof and shall have the continuing right to assign and reassign storage spaces to owners within The Project. A storage space is not appurtenant to a Unit purchased. *BOD  
ASSIGN*

2.18 Basement Spaces. All Basement Spaces contained within The Project shall be a part of the Limited Common Elements. Each Basement Space shall be limited to and reserved for the exclusive use of the owners of a particular Condominium Unit as initially designated by the Declarant and upon such designation the said Basement Space will be appurtenant to that Unit.

## ARTICLE THREE: VARIOUS RIGHTS AND EASEMENTS

3.1 Owner's Rights in Limited Common Elements. Subject to the provisions of Paragraphs 2.15 & 2.17, each Owner and his 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.

3.2 Owner's Easement for Access, Support and Utilities. Each Owner shall have a non-exclusive easement for access between his Condominium Apartment and the roads and streets within and adjacent to The Project. 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 Unit, and for utility service to the Condominium Apartment, including water, sewer, gas, electricity, telephone and television service.

3.3 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. Such easements for encroachments shall extend for whatever period of time the encroachment shall exist. Such 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 Building, by error in The Map, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of The Project or any part thereof or by any other movement of any portion of the improvements located upon The Project.

3.4 Easement in Condominium Apartments for Repair, Maintenance and Emergencies. Some of the Common Elements are or may be located within a Condominium Apartment or may be conveniently accessible only through a particular Condominium Apartment. All Owners shall permit a right of entry to the Board of Directors or any other person authorized by the Board of Directors, whether the Owner is present or not, for access through each Condominium Apartment to all Common Elements, from time to time, as may be necessary for the routine maintenance, repair, or replacement of any of the Common Elements located thereon or accessible therefrom or for making emergency repairs necessary to prevent damage to the Common Elements or to another Condominium Apartment. For routine maintenance and non-emergency repairs, entry shall be made only on a regular business day during regular business hours, after service of at least one day's notice in writing to the Owner. In case of emergency, entry shall be made at any time provided that a reasonable effort according to the circumstances is made to give notice to entry. In the event of such emergency, entry shall be made by the use of a "Master Key" which shall be owned and held by the Board of Directors, which key shall grant access to all of the Apartments within The Project. Each Owner shall allow the Board of Directors entry in the case of emergency to his Apartment by use of this "Master Key".

In the event that an Owner changes his entry lock so that the "Master Key" does not grant entry, he shall so notify the Secretary of the Association and place his key on file with the Board of Directors. In the event of such a change in lock and the failure to

B.P.D.  
Master  
Key's

*FORCED  
ENTRY*

provide an entrance key to the Board of Directors, the Board of Directors or its agents is granted the authority to use such reasonable force as is necessary to gain entry into the Apartment in the event of an emergency, if no other means of entry are available in view of the circumstances. The Owner of such Apartment shall bear the full responsibility and expense of all damages incurred to the Apartment and/or Common Elements because of such forcible entry.

Except for damages incurred in the case of entry to handle an emergency as provided for above, all damage to the interior or any part of a Condominium Apartment resulting from the maintenance, repair, emergency repair or replacement of any of the Common Elements, at the instance of the Association, shall be paid for as part of the Annual Assessments for Common Expenses by all of the Owners. No diminution or abatement of Annual Assessments for Common Expenses shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements or from action taken to comply with any law, ordinance or order of any governmental authority. Restoration of the damaged improvements shall be substantially the same as the condition in which they existed prior to damage. Notwithstanding the foregoing, if any such damage is the result of the carelessness or negligence of any Owner, then such Owner shall be solely responsible for the costs of repairing such damage. In the event the Owner fails within a reasonable time upon proper notice to pay the cost of the damages incurred, the Board of Directors may pay for said damages and charge the Owner responsible as an Individual Assessment in accordance with Paragraph 5.3(b) hereof.

**3.5 Emergency Easements.** A nonexclusive easement for ingress and egress is hereby granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons, now or hereafter servicing The Project, to enter upon all driveways located in The Project, in the performance of their duties.

**3.6 Utility Easements.** The Board of Directors has the right to grant permits, licenses and easements over the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of The Project.

**3.7 Declarant's Easements.** Anything to the contrary herein notwithstanding, the Declarant and/or its agents hereby reserve reasonable easements and rights-of-ways over all Common Elements and all Apartments not conveyed for the sole purpose of constructing improvements to The Project and/or making repairs required pursuant to the Declaration or pursuant to contracts of sale made with Unit Purchasers, but only if access thereto is otherwise not reasonably available. Such easements and rights-of-way however shall not inhibit the use of the Common Elements by the Owners and their Guests. The Declarant shall be fully responsible for any damage to the Common Elements caused by its use of such easements and rights of way.

These reservations shall terminate at the option of the Declarant by its written notice to the Secretary of the Association, but in any event such reservations shall terminate without further act or deed not later than:

- (a) the completion of all of the improvements and repair to The Project; or
- (b) five years from the date of the recording of this Declaration in the Boulder County, Colorado records, whichever shall first occur.

Until the termination of these reservations as provided for above, any amendment to this Paragraph 3.7 must have the prior written assent of the Declarant.

3.8 Solar Easements. It is possible that certain portions of the Common Elements will be locations for solar collector panels to enable the improvements constructed thereon to utilize solar energy. To encourage the use of such solar energy, the Board of Directors of the Association is hereby irrevocably appointed attorney-in-fact for the Owners and each of them to grant easements over any portion of the Common Elements to enable the Association or an Owner to use any portion of the Common Elements necessary to install facilities to utilize solar energy to include, but not be limited to, solar collector panels, plumbing, storage facilities, wiring, etc. The acceptance by any person of any interest in any Unit shall constitute an appointment of the Board of Directors as attorney-in-fact as provided above. The Board of Directors shall be granted all of the powers necessary to grant such easements.

In the event the Association or an Owner wishes to utilize solar energy, the Association shall call a Special Meeting of the Owners and shall submit the plans and specifications at that Special Meeting describing the new construction and the easements needed. At such Special Meeting, after giving the Owners an opportunity to be heard, the Board may or may not grant the easements required.

Upon approval of the easements, the Board of Directors shall promptly record the easements, identifying the Common Elements affected. Such easements must be granted within twenty years of the date of the recording of this Declaration and shall at all times comply with the provisions of Colo. Rev. Stat. Ann. S38-32:5-100.3. The installation of the solar energy system shall be done under the supervision of the Board of Directors.

3.9 Recording Data Regarding Easements. The recording data for recorded easements and licenses appurtenant thereto, or included in The Project or to which any portion of The Project is or may become subject are indentified on Exhibit "E" attached hereto.

3.10 Sump Pump Maintenance Easement. In the event a sump pump is located in a Unit's Basement Space to be used to remove excess ground water if found, the Owner of the Basement Space shall permit a right of entry to the Board of Directors or any other person authorized by the Board of Directors for access through such Owner's Condominium Apartment and Basement Space to the sump pump from time to time as may be necessary for the routine maintenance, repair, and/or replacement of said sump pump. Notice of entry shall be in accordance with Paragraph 3.4 hereof.

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

## ARTICLE FOUR: THE ASSOCIATION

4.1 General Purposes and Powers. The Association through its Board of Directors shall perform functions and manage The Project as provided in this Declaration so as to further the interests of all of the Owners of Units within The Project and Members of the Association. Any purchaser of a Unit shall be deemed to have assented to, ratified and approved such designations and management. It shall have all the powers necessary or desirable to effectuate such purposes.

4.2 Board of Directors. The affairs of the Association shall be managed by a Board of Directors which may by resolution delegate any portion of its authority to a Managing Agent for the Association as more fully provided for in the Bylaws, provided no such delegation shall relieve the Board of final responsibility.

4.3 Articles and Bylaws. The purpose and powers of the Association and the rights and obligations with respect to Members set forth in this Declaration may and shall be amplified by provisions of the Articles of Incorporation and the Bylaws of the Association. In the event the Articles or the Bylaws conflict with the Declaration, the Declaration shall control. In the event the Articles conflict with the Bylaws, the Articles shall control.

4.4 Membership. Each Owner of a Unit, including the Declarant so long as it shall be an Owner, shall automatically become a member of the Association. Said membership is appurtenant to the Unit of said Owner and title to the ownership of the membership for that Unit shall automatically pass with fee simple title to the Unit. Each Owner of a Unit shall automatically be entitled to the benefits and subject to the burdens relating to the membership for his Unit. If the fee simple title to a Unit is held by more than one person, all such persons shall be members.

4.5 Voting Rights. The Association shall have two classes of voting memberships:

Class A. Class A Members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Unit owned; provided, however, the Declarant shall be a Class A Member after the conversion of the Class B Membership to Class A Membership in accordance with this Paragraph and shall thereafter be entitled to one vote for each Unit owned.

The vote for such Unit, the ownership of which is held by more than one Owner, may be exercised by any one of them, unless an objection or protest by any other holder of an interest of the Unit is made prior to the completion of the vote, in which case the vote for such Unit shall be exercised, as the persons holding such interest shall determine between themselves. Should the joint owners of a Unit be unable, within a reasonable time, to agree upon how they will vote any issue, they shall be passed over and their right to vote on such issue shall be lost. In no event shall more than one vote be cast with respect to any such Unit.

Class B. Class B Members shall be the Declarant who shall be entitled to three votes for each Unit owned. Class B Membership may be converted to Class A Membership at the option of the Declarant by its written notice to the Secretary of the Association but in any event shall be converted to Class A Membership without further act or deed not later than:

- (a) four months from the date seventy-five percent of the Units in The Project have been conveyed to purchasers other than the Declarant; or

(b) five years from the date of the recording of this Declaration in the Boulder County, Colorado records, whichever shall first occur.

4.6 Indemnification. The Association shall indemnify every director, officer, agent or employee, and any former director, officer, agent, or employee against loss, costs, and expense, including counsel fees reasonably incurred in connection with any action, suit, or proceeding in which such person may be made a party by reason of being, or having been such director, officer, agent or employee of the Association, except as to matters concerning which such person shall be finally adjudged to be liable for gross negligence or fraud. Any such indemnification shall be limited to and may only be paid out of the insurance proceeds provided by an insurer furnishing Officers and Directors Errors and Omissions insurance coverage or similar protection and any other insurance protecting the Association from liability because of the negligent acts of its servants, including insurance covering motor vehicles or public liability, property damage, medical and other similar coverage, it being the intent and purpose of this Paragraph to limit all payments or settlements in indemnification to the actual proceeds of insurance policies received by the Association; provided, however, any deductible shall be paid by the Association.

No officer, director, agent or employee of the Declarant, its successors or assigns, nor of any managing agent who is an independent contractor, shall be protected by these indemnification provisions nor by any insurance policies obtained by the Association in relation thereto, but any such protection is the sole and separate responsibility of the Declarant, its successors and assigns, and any managing agent who is an independent contractor or any other independent contractor as one of their expenses of doing business.

In the event of a settlement, the settlement shall be approved by the insurance carrier and paid for by the insurance carrier out of the insurance proceeds.

4.7 Association Agreements. Any agreement for professional management of The Project or any contract providing for services of the Declarant or an Affiliate of the Declarant, may not exceed one year. Any such agreement must provide for termination by either party without cause and without payment of a termination fee or penalty upon thirty days' written notice; provided however, the Association shall not be bound either directly or indirectly to contracts or leases (including management contracts) entered into prior to the conversion of the Class B Membership to the Class A Membership in accordance with Paragraph 4.5 hereof unless the Association is provided with a right of termination of any such contract or lease without cause, which is exercisable without penalty at any time after such conversion upon not more than thirty days' notice to the other party thereto.

When professional management has been required by any First Mortgagee any decision to establish self management by the Association shall require the prior written consent of Owners of Units to which at least eighty percent of the votes in the Association are allocated and the approval of First Mortgagees holding mortgages on Units which have at least eighty percent of the votes of Units subject to first mortgages within The Project.

#### 4.8 Certain Rights and Obligations of the Association.

(a) Association as Attorney-in-Fact for Owners. The Association is hereby irrevocably appointed attorney-in-fact for the Owners, and each of them, to manage, control and deal with the interest of such Owner in the Common Elements so as to permit the Association to fulfill all of its duties and obligations hereunder and to exercise all of its

rights hereunder, to deal with The Project upon its destruction, condemnation or obsolescence as hereinafter provided and to grant utility easements through any portion of the Common Elements. The acceptance by any person of any interest in any Unit shall constitute an appointment of the Association as attorney-in-fact as provided above and hereinafter. The Association shall be granted all of the powers necessary to govern, manage, maintain, repair, administer and regulate The Project and to perform all of the duties required of it.

(b) Other Association Functions. The Association may undertake any activity, function or service for the benefit of or to further the interests of all, some or any Owners of Units on a self-supporting, special assessment or common assessment basis. Such activities, functions or services may include the providing of police or similar security services, the providing of garbage and trash collection services, the providing of firewood and the providing of maid and cleaning service for individual Condominium Apartments.

(c) Property of Association. The Association may pay for, acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise. Subject to the Rules and Regulations of the Association, each Owner and each Owner's guests as herein defined, may use such property. Upon termination of condominium ownership of The Project and dissolution of the Association, if ever, the beneficial interest in any such property shall be deemed to be owned by the then Owners as tenants in common in the same proportion as their respective interest in the Common Elements. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each may use such property in accordance with the purposes for which it is intended, without hindering or encroaching upon the lawful rights of the other Owners. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the beneficial interest in such property associated with the foreclosed Unit.

(d) Implied Rights. The Association shall have and may exercise any right or privilege given to it expressly by this Declaration, or reasonably to be implied from the provisions of this Declaration, or given or implied by law, or which may be necessary or desirable to fulfill its duties, obligations, rights or privileges.

## **ARTICLE FIVE: ASSESSMENTS**

*Everb  
one  
multi  
and  
fees*

**5.1 Creation of the Lien and Personal Obligation of the Assessment.** The Declarant for each Condominium Unit owned, within the Condominium Project, hereby covenants, and agrees to pay, and each Owner, of any Unit by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association certain assessments to be fixed, established and collected from time to time as hereinafter provided. All assessments created and defined in this Declaration, together with late fees, costs, and reasonable attorney's fees shall be:

- (a) a charge upon the Unit and shall be a continuing lien upon such Unit against which each such assessment is made, which lien shall attach as of the date the assessment was levied, and shall continue until such assessment, together with any penalties and late fees, costs of collection, and attorney's fees are paid; and
- (b) a personal obligation of the person who was the Owner or of the persons jointly and severally, who were the Owners of such Unit at the time when the assessment was levied. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

**5.2 Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of The Project and the Members of the Association and in particular for the improvement and maintenance of the Common Elements and the furnishing of common services to the Units, which may include, among other things, expenses of management; premiums for all insurance which the Association is required or permitted to maintain pursuant hereto; water charges; trash collection, sewage service charges; wages for Association employees; legal and accounting fees; payment of any deficit remaining from a previous fiscal year; and any other expenses and liabilities which may be incurred by the Board of Directors for the benefit of the Owners under or by reason of this Declaration. Such assessment shall include the establishment and maintenance of an adequate reserve fund for the maintenance, replacement and repair of those portions of the Common Elements which the Association has an on going duty to replace, repair and maintain on a periodic basis.

### **5.3 Basis of Assessment.**

*2 Un 1B  
PAUL  
2/3 OF  
PEPS*

**(a) Annual Assessment for Common Expenses.** The Board of Directors shall assess against each Owner of a Unit within The Project an Annual Assessment for Common Expenses to pay for Common Expenses as herein defined of the Association. Said assessment shall include the establishment and maintenance of a reserve fund for the maintenance, replacement and repair of those portions of the Common Elements which the Association has a duty to replace, repair and/or maintain on a periodic basis. There shall be no division of the Annual Assessment for Common Expenses between Common Elements and Limited Common Elements. Such Assessment shall be paid by Owners in the proportion which the number of Units owned by an Owner bears to the total number of Units within The Project as initially contained herein or as expanded in accordance with ARTICLE TWELVE hereof, provided, however, Units 8 and 9 of The Project shall be liable only for two thirds of such Assessment. Such Assessment shall commence in accordance with Paragraph 5.7 hereof.

**(b) Individual Assessment:** The Board of Directors shall have the right to individually assess any Owner amounts as provided for by this Declaration, to include but not be limited to, charges assessed under Paragraphs 2.12, 3.4, 6.3, 6.9, and 8.2(b) hereof. No

2/3  
NOTE  
J.F.  
B.J.P.  
FOR P  
FEE

Individual Assessment shall be assessed until: (i) the Owner or Owners to be charged have been given written notice as to the reason for the assessment; (ii) the Owner or Owners to be charged have had an opportunity for a hearing before the Board of Directors; and (iii) the Board of Directors levy the assessment by a two-thirds vote of the total vote of all of the Board of Directors.

(c) Fines: The Board of Directors of the Association shall have the right to assess a Fine against any Owner or Owners for each violation of this Declaration, the Bylaws, the Articles of Incorporation and the Rules and Regulations of the Association. No such Fine shall be assessed until the Owner or Owners to be charged: (i) have been given written notice as to the reason for the Fine; (ii) the Owner or Owners to be charged have had the opportunity for a hearing before the Board of Directors; and (iii) the Board of Directors levy the Fine by a two-thirds vote of the total vote of all of the Board of Directors.

Fines shall be assessed in a reasonable amount, as determined from time to time by the Board of Directors in its discretion and uniformly applied.

(d) Levy of Assessments: At least thirty days prior to the end of the Association's fiscal year, the Board shall determine the Annual Assessment for Common Expenses which is payable monthly during the year by each Owner; provided however, that said assessment may be adjusted upon a finding of necessity by the Board, but no more than twice in any one year. Said Assessment shall be the amount estimated to be necessary to pay for the Common Expenses as herein defined of the Association and to provide the necessary reserves and shall include but not be limited to the expense items set forth in Paragraphs 5.2 and 5.3 hereof.

The omission or failure of the Board of Directors to fix the assessment for any period shall not be deemed a waiver, modification or release of the Owners from their obligations to pay.

Fines and Individual Assessments may be assessed at any time as required and are exempt from any voting requirements required for the levy of other assessments called for under this Declaration.

(e) Non-Exemption: No Owner shall be relieved from payment of any assessment or charge by waiver or suspension of the use of any of the Common Elements or by the abandonment of his Unit.

5.4 Special Assessments: In addition to the assessments authorized above, the Board may levy in any assessment year, a special assessment applicable for the year only, for the purpose of defraying in whole or in part, any unexpected expense, to include but not to be limited to, the cost of any construction, reconstruction, repair or replacement of any of the Common Elements, provided that such assessment shall have the assent of two-thirds of the votes of the Class A Members (not including the Declarant) who are voting in person or by proxy at a meeting duly called for this purpose.

If The Project has been or is to be approved by the Federal Home Administration and/or Veterans Administration, then until the conversion of Class B Membership to Class A Membership, in accordance with Paragraph 4.5 hereof, any Special Assessment for capital improvements in addition to the two thirds majority vote of the Class A Members as required above, will require the written consent of the Veterans Administration and/or the Federal Housing Administration.

The limitation set forth above shall not apply to any expenditures made by the Board of Directors for the maintenance and repair of the Common Elements as set forth in Paragraph 5.3(a) or for the repair in the event of damage, destruction, condemnation, and obsolescence as set forth in ARTICLE NINE.

5.5 Notice and Quorum Needed to Levy a Special Assessment. Written notice of any meeting called for the purpose of levying a Special Assessment shall be sent to all Class A Members not less than thirty days nor more than sixty days in advance of the meeting. At the first such meeting called, the presence of Class A Members or of proxies entitled to cast sixty percent of all the votes of Class A Membership shall constitute a quorum. A majority vote of the quorum shall control. 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 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting.

5.6 Uniform Manner of Assessment. The Annual Assessment for Common Expenses and Special Assessments must be assessed in a uniform manner upon all Units which are subject to such Assessment subject to the provisions of Paragraph 5.9 hereof.

5.7 Date of Commencement of Assessments; Prorations. The Annual Assessment for Common Expenses, as provided for herein, shall commence as to all Units within a Phase when the first Unit in such Phase is sold, leased or occupied as a residence subject to the provisions of Paragraph 5.9 hereof.

The Annual Assessment for Common Expenses for a Unit shall be prorated on the basis of the number of days in the Association's fiscal year remaining from the date such Unit is sold, leased or occupied as a residence.

5.8 Due Dates, Non-Payment of Assessments, Remedies of the Association.

(a) Fines and Individual Assessments shall be due and payable as established by the Board of Directors.

(b) The Annual Assessment for Common Expenses shall be levied on an annual basis but shall be due and payable on the first day of each month on an installment basis. Special Assessments shall be due and payable as established by the Board of Directors but may be payable on an installment basis as determined by the Board of Directors.

(c) Written notice of all assessments shall be sent to each Owner subject thereto specifying the type of assessment, the amount and the date such assessment is due.

(d) All assessments shall become delinquent unless paid by their due date. If such assessments are not paid by their due date, the Owner obligated to pay such assessment may be required to pay a reasonable late fee, as determined by the Board of Directors from time to time in its discretion and uniformly applied.

In the event it shall become necessary for the Board to collect any delinquent assessments, whether by foreclosure of a lien herein created or otherwise, the delinquent Owner shall pay, in addition to the assessment, and late fees as herein provided, all costs of collection including a reasonable attorney's fee and costs incurred by the Association in enforcing payment. In the event a "Notice of Lien" is required to be filed to enforce collection, the cost of preparation, filing and release shall be considered a cost of collection.

Failure to make payment within sixty days of the due date thereof shall also cause the full amount of such Owner's Annual Assessment for Common Expenses for the remainder of that fiscal year to become due and owing at once at the option of the Board.

(e) The Association is hereby granted a lien against the Owner's Unit for any payment of an assessment which the Owner fails to make as required by this Declaration. The lien of the assessments together with late fees, costs of collection, to include attorney's fees and Fines as provided for herein shall be subordinate to the lien of any loan evidenced by a first mortgage of record (including deed of trust) and to any executory land sales contract wherein the Administrator of Veterans Affairs (Veterans Administration) is seller, whether such contract is owned by the Veterans Administration or its assigns, and whether such contract is recorded or not. Such lien to attach at the time of the levy of the assessment, and continue until such assessment, together with all late fees, costs of collection, and reasonable attorney's fees are paid.

The lien hereby given shall also be a lien upon all of the rents and profits of the encumbered Unit; provided, however, the lien shall also be subject and subordinated to the rights of any First Mortgagee of a Unit under any assignment of rents given in connection with a first deed of trust or mortgage.

If a foreclosure action is filed to foreclose any assessment lien, and an Owner abandons or leaves vacant his Apartment, the Board may take possession and rent said Apartment or apply for the appointment of a receiver for the Apartment without prior notice to the Owner. The rights of the Association shall be expressly subordinate to the rights of any First Mortgagee as set forth in his deed of trust or mortgage (including any assignment of rents) which creates that First Mortgagee's interest in the Unit.

In addition to the lien herein granted, the Board shall have the right to bring an action at law against any Owner who fails to pay any amounts assessed against his Unit and obtain judgment for the amount of the assessments due, together with late fees accrued plus attorneys' fees and costs as herein provided and all costs incurred, including reasonable attorneys' fees in collecting the judgement.

(f) In the event an Owner is in default on any obligation secured by an encumbrance on his Unit, the Board, at its option, may pay the amount due on said obligation and shall have a lien against the Unit which lien shall attach in the manner as provided for unpaid assessments.

(g) The lien accruing hereunder shall be foreclosed upon as provided by the laws of the State of Colorado for foreclosure of mortgages on real property. The Board shall have the power to bid at the foreclosure sale, and if title is obtained, hold, lease, mortgage and encumber or convey the same.

(h) The lien of all assessments created and defined by this Declaration shall be superior to any homestead exemption as is now or may hereafter be provided by Colorado or Federal law. The acceptance of a deed to a Unit subject to this Declaration shall constitute a waiver of the homestead exemption as against said assessment lien.

(i) Sale or transfer of an interest in any Unit shall not affect the liens for unpaid assessments except that sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu of foreclosure or cancellation or forfeiture of an executory land sales contract by a First Mortgagee shall extinguish the lien of all unpaid assessments as to assessments which became due prior to such transfer of title or cancellation or for-

feiture of executory land sales contract; i.e., the date the First Mortgagee acquires fee simple title to the Unit. Provided however, the Association shall still have the right to recover such amount from the delinquent Owner. No transfer of title, or cancellation or forfeiture of executory land sales contract shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Any such delinquent assessments which were extinguished pursuant to the foregoing provisions may be reallocated and assessed to all Owners as part of the Annual Assessment for Common Expenses.

(j) The Association shall upon demand, and for a reasonable charge, furnish to an Owner, or his First Mortgagee, a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit is binding upon the Association as of the date of its issuance.

STATUS  
LETTER

**5.9 Declarant's Obligations.** The Declarant for each Unit owned within each Phase of The Project, shall pay to the Association, twenty-five percent of the Annual Assessment for Common Expenses until such time as the Unit is sold, leased or occupied as a residence. Upon the happening of any of the above, such Unit shall be liable for the payment of the full Annual Assessment for Common Expenses.

The Declarant agrees that it has a binding obligation and a duty to pay any deficit or shortage that may arise in connection with the estimated budget prepared for the initial period of the operation of the Association. The obligation of the Declarant to subsidize the obligations of the Association shall terminate when the last Unit within The Project is sold, leased or occupied as a residence.

**5.10 Working Capital Fund.** The Association shall establish a Working Capital Fund to cover the costs of the initial period of The Project's operation. Each Unit's contribution to the Fund shall be equal to at least a two month's installment of the Annual Assessment for Common Expenses for such Unit. Each Unit's non-refundable contribution shall be collected and transferred to the Association at the time of the closing of the initial sale of such Unit and be maintained in a segregated account for the use and benefit of the Association. The purpose of the Fund is to insure that the Association will have cash available to meet foreseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Board. Contributions paid into the Fund are not considered as advance payments of the Annual Assessment for Common Expenses and each Owner must pay the Annual Assessment for Common Expenses as the same becomes due.

**5.11 No Offsets.** All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted for any reason including, without limitation, any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration.

## ARTICLE SIX: RESTRICTIVE COVENANTS AND OBLIGATIONS

6.1 Use and Occupancy of the Condominium Apartments. Each Owner shall be entitled to the exclusive ownership and possession of his Condominium Apartment. Each Condominium Apartment shall be used only for single family residential purposes. No Condominium Apartment shall be used at any time for any business or commercial activity, except as follows: (a) Declarant may use any Condominium Apartment(s) as a model Condominium Apartment or sales office until all Units owned by Declarant are sold; subject to the provisions of Paragraph 14.4 hereof, (b) the Owner thereof may lease or rent such Condominium Apartment upon such terms and conditions as the Owner may deem advisable, subject to the following: (i) The Apartment may not be used for hotel or transient purposes but may be leased only for single family residential use as generally defined; (ii) Any such lease shall be in writing and shall provide that the lease is subject to the terms of this Declaration, the Articles of Incorporation, the Bylaws of the Association, and the Rules and Regulations of the Association; and (iii) No Apartment may be leased or rented for a period of less than thirty days. Any failure of a lessee to comply with the terms of this Declaration, Articles or Bylaws, or the Rules and Regulations of the Association shall be a default under the lease enforceable by the Board of Directors. A copy of each lease shall be filed with the Board of Directors.

6.2 Use of the Common Elements. Each Owner and his Guests may use the appurtenant Common Elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners. The Board of Directors may adopt Rules and Regulations governing the use of the Common Elements, but such Rules and Regulations shall be uniform and non-discriminatory. Each Owner, by the acceptance of his deed or other instrument of conveyance or assignment and such Owner's Guests occupying the Apartment agree to be bound by any such adopted Rules and Regulations.

There shall be no obstruction of the Common Elements, nor shall anything be stored on any part of the Common Elements without the prior written consent of the Board of Directors. Nothing shall be altered, constructed on, or removed from the Common Elements except upon the prior written consent of the Board of Directors of the Association.

6.3 Pets Within The Project. No animals, livestock, or poultry of any kind shall be raised, bred or kept within The Project, except with the express written permission of the Board of Directors by a two-thirds vote of the total vote of all Directors. If a permitted dog, cat or other household animal constitutes a nuisance or inconvenience to a resident of The Project, then the Board of Directors of the Association shall have the right to direct that the animal be permanently removed from The Project. No removal of an animal shall be made until the animal's owner has been given written notice as to the reason for such animal's removal, such owner has had an opportunity for a hearing before the Board of Directors and the Board of Directors direct that the animal be removed from The Project by a two-thirds vote of the total vote of all of the Directors. All costs incurred by the Association in enforcing and effecting the removal of such animal including reasonable attorneys' fees and costs shall be properly assessed against the Owner of such animal as an Individual Assessment in accordance with Paragraph 5.3(b) hereof.

Permitted dogs, cats and other household animals shall not litter the Common Elements. It shall be the duty of the Association to keep the Common Elements free from litter caused by and left by pets. The owners of pets known to be at large upon the Common Elements shall be properly assessed an Individual Assessment in accordance

HOA  
ID PAW  
FOR  
Pet Clean

with Paragraph 5.3(b) hereof by the Board of Directors for the cleanup expenses incurred, together with the costs of collection and enforcement, to include reasonable attorneys' fees and costs, if necessary.

Permitted dogs, cats and other household animals shall not be allowed to run at large within The Project, but shall be at all times on a leash while such animal is outside of his owner's Apartment. It shall be the duty of the Association, or its representatives, to notify the City Dog Warden of pets found at large within The Common Elements in violation of City Ordinances.

6.4 Nuisances. No noxious or offensive activity shall be carried on within The Project, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value as an attractive residential community. Habitually barking, howling or yelping dogs shall be deemed a nuisance. Patios and balconies shall not be used for storage other than firewood. No activity shall be conducted on any part of The Project which is or might be unsafe or hazardous to any person. Trailers of any kind, boats, camper shells, motor homes, heavy equipment and machinery, recreational vehicles, and mobile homes shall not be stored within The Project. Inoperable or wrecked vehicles and tractors are prohibited from being parked anywhere within The Project. All rubbish, trash or garbage shall be regularly removed from The Project and shall not be allowed to accumulate thereon.

6.5 No Unsightliness. No activity shall be conducted on any part of The Project which is or might be unsafe, unsightly, unhealthy; or hazardous to any person. Without limiting the generality of the foregoing, nothing shall be kept or stored on or in the Common Elements, including areas which are Limited Common Elements; and nothing shall be placed on or in windows or doors of Condominium Apartments, which would or might create an unsightly appearance. No Owner shall modify, alter, repair, decorate, redecorate, or improve the exterior of any Condominium Apartment or any of the Common Elements without the express written approval of the Board of Directors in accordance with Paragraph 8.5 hereof.

6.6 Prohibition of Certain Activities. Nothing shall be done or kept in any Apartment or in the Common Elements or any part thereof which would result in the cancellation of the insurance on The Project or increase the rate of the insurance on The Project over what the Association, but for such activity, would pay, without the prior written consent of the Board of Directors.

Nothing shall be done or kept in any Apartment or in the Common Elements which would be in violation of any statute, ordinance, regulations, or other validly imposed requirement of any governmental body. No noxious, destructive or offensive activity shall be carried on in any Apartment or in the Common Elements, nor shall anything be done therein which may be or may become an annoyance or nuisance to others. No sound shall be emitted on any part of The Project which is unreasonably loud or annoying.

6.7 Antennas. No exterior television or radio antennas and/or masts or satellite dishes of any sort shall be placed, allowed or maintained upon The Project without prior written approval of the Board of Directors of the Association.

6.8 Restrictions on Signs. No signs or advertising of any nature shall be erected or maintained on any part of The Project without the prior written consent of the Board of Directors. The Board shall permit the placing of at least one sign of reasonable size and dignified form to identify The Project and the Units therein.

6.9 Owner Caused Damages. If, due to the act or neglect of an Owner or such Owner's Guests, loss or damage shall be caused to any person or property within The Project, such Owner shall be liable and responsible for the payment of same. The amount of such loss or damage, together with costs of collection and reasonable attorney's fees, if necessary, may be collected by the Board of Directors from such Owner as an Individual Assessment against such Owner in accordance with Paragraph 5.3(b) hereof.

Determination with respect to whether or not a particular activity or occurrence shall constitute a violation of this Paragraph 6.9 shall be made by the Board of Directors and shall be final.

6.10 Waiver of Summary Abatement. The Declarant and the Association waive the right to use summary abatement or similar means to enforce the restrictions herein contained against any Unit property or its use. Judicial proceedings must be instituted before any items of construction can be altered or demolished.

6.11 Parking and the Use of Parking Spaces. The Board of Directors shall promulgate rules and regulations to regulate the use of the Parking Spaces for the benefit of all Owners, which rules and regulations may include the assignment of Parking Spaces. If the Parking Space is assigned by the Board of Directors, an Owner is prohibited from parking in a Parking Space other than the Parking Space assigned to such Owner, and an illegally parked vehicle is subject to towing and impounding in accordance with the City of Louisville Ordinances. Some Parking Spaces shall be designated as Guest Parking Spaces. Parking is expressly prohibited on any grass or landscaped area. No vehicle repair or maintenance shall be carried out on the Parking Spaces. TOW

6.12 Use of the Garage Spaces. Each Owner shall maintain the interior of his Garage Space in a clean, safe and attractive condition and shall keep the same free from litter and debris. The Board of Directors shall have the authority to establish reasonable rules and regulations regarding the sightliness and cleanliness of the Garage Space and the use thereof by its Owner. It was the intent of the Declarant in designing the overall parking plan for The Project that Garage Spaces be used in such a manner so that automobiles and trucks could be parked within such spaces. Therefore, any use of a Garage Space that does not allow an automobile or truck to be parked within such space is expressly prohibited. The Board of Directors is granted the authority to enforce the provisions of this Paragraph by the levy of Fines against the Owner in accordance with Paragraph 5.3(c) hereof. All garage doors must remain closed at all times except when vehicles are entering or exiting the Garage Space.

No gasoline, gasohol, distillate, diesel, kerosene, naphtha or similar volatile combustible or explosive materials shall be stored in any Garage Space except in the fuel tanks of vehicles parked therein and used for transportation purposes or one container of outdoor grill fuel starter of no more than two liter capacity.

6.13 Use of the Storage Spaces. Each Owner shall maintain the interior of his Storage Space in a clean, safe and attractive condition and shall keep the same free from litter and debris. The Board of Directors shall have the power to establish reasonable rules and regulations relating to the sightliness and cleanliness of the Storage Space and the use thereof by its Owner.

No gasoline, gasohol, distillate, diesel, kerosine, naphtha or similar volatile combustible or explosive materials shall be stored in any Storage Space.

## ARTICLE SEVEN: INSURANCE

7.1 Authority to Purchase/General Requirements. Except as otherwise provided in Paragraph 7.7 hereof, all insurance policies relating to The Project shall be purchased by the Board of Directors. The Board of Directors, the Managing Agent and the Declarant shall not be liable for failure to obtain any coverages required by this Article or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverages from reputable insurance companies, or if such coverages are so available only at demonstrably unreasonable cost. The Board of Directors shall promptly furnish to each Owner and/or such Owner's First Mortgagee requesting same, written notice of the procurement of, subsequent changes in, or termination of, insurance coverages obtained on behalf of the Association.

The Board of Directors shall not obtain any policy where (a) under the terms of the insurance company's charter, bylaws or policy, contributions or assessments may be made against the Association, Owner, First Mortgagee or such First Mortgagee's successor and assigns, or (b) by the terms of carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's Board of Directors, policyholders or members; or (c) the policy includes any limited clauses (other than insurance conditions) which could prevent Owners or First Mortgagees, their successors and assigns from collecting insurance proceeds.

Each such policy shall provide that:

- a) The insurer to the extent possible waives any right to claim by way of subrogation against the Declarant, the Association, the Board of Directors, the Managing Agent or the Owners, and their respective agents, employees, Guests and, in the case of the Owners, the members of their households.
- b) Such policy shall not be cancelled, invalidated or suspended due to the conduct of any Owner or his or her Guests or of any Member, officer or employee of the Board of Directors or the Managing Agent without a prior demand in writing that the Board or the Managing Agent cure the defect and neither shall have so cured such defect within thirty days after such demand.
- c) Such policy, including any fidelity insurance of the Association referred to in Paragraph 7.4 hereof may not be cancelled, reduced in coverage, or substantially modified by any party (including cancellation for non-payment of premium) without at least thirty days prior written notice to the Board of Directors, the Managing Agent and to each First Mortgagee listed as a scheduled holder of a first mortgage in the policy.
- d) Such policy must provide that no assessment may be made against a First Mortgagee, its successors or assigns and that any assessment made against others shall not become a lien upon a Unit superior to the lien of a First Mortgagee's.
- e) The Declarant, so long as Declarant shall own any Unit, shall be protected by all such policies as an Owner.

All policies of insurance shall be written by reputable companies duly authorized and licensed to do business in the State of Colorado and be in a financial category as designated in BEST'S INSURANCE REPORTS of Class X-B or better.

The name of the insured under the policies shall be the Association for the use and benefit of the individual Owners. Any loss covered by the policies carried under this Article shall be adjusted exclusively by the Association, and the insurance proceeds for that loss shall be payable to the Association as trustee for each Owner and such Owner's First Mortgagee. Each Owner and such Owner's First Mortgagee, if any, shall be beneficiaries of the insurance policy or policies according to each Owner's interest as such interests appear in the policy or policies, or in the event separate interests are not designated in the policy, then pro rata according to each Owner's percentage interest in the Common Elements.

All insurance policies shall contain the standard mortgagee clause or equivalent endorsement (without contribution) in which it appropriately names the First Mortgagee in the policy, its successors and assigns, beneficiary.

**7.2 Hazard Insurance.** The Board of Directors shall obtain and maintain a blanket, "all-risk" form policy of hazard insurance with extended coverage, vandalism, malicious mischief, windstorm, sprinkler leakage (if applicable), debris removal, cost of demolition and water damage endorsements, insuring all the Common Elements and Limited Common Elements within The Project including fixtures, machinery, equipment and supplies maintained for the service of The Project, as well as common personal property belonging to the Association. Such insurance shall be in the amount of the full current replacement cost, as defined below, to include, among other things, all fixtures, improvements, alterations and equipment, comprising a part of the individual Apartment within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the Apartment initially installed or replacements thereof, in accordance with the original plans and specifications, or installed by or at the expense of the Owner and provide that all claims are to be settled on a replacement cost basis. All references herein to a "blanket" type policy of property insurance, are intended to denote "Single Entity" condominium insurance coverage.

In addition, any fixtures, equipment or other property within the Apartments which are to be financed by a First Mortgagee (regardless of whether or not such property is a part of the Common Elements) must be covered in such "blanket" policy.

Such insurance shall at all times represent one hundred percent of the current replacement cost of The Project based on the most recent appraisal of the entire Project. The replacement cost shall not include values for land, foundation, excavation and other items normally excluded therefrom and shall be without deduction for depreciation and with no provision for co-insurance. The Board of Directors shall review at least annually all of its insurance policies in order to insure that the coverages contained in the policies are sufficient. The Board of Directors shall be consistent with good business practices, and at reasonable intervals obtain a written appraisal for insurance purposes, which shall be maintained as a permanent record, showing that the insurance represents one hundred percent of the current replacement cost of The Project as defined above.

Such policies shall also provide:

- a) The following endorsements or their equivalent: No Control Endorsement, Contingent Liability from Operation of Building Laws or Codes Endorsement, (Loss of value for an undamaged portion, Cost of Demolition and Increased Cost of Construction), Agreed Amount Endorsement, and Inflation Guard Endorsement, if available.

- b) That any "no other insurance" clause expressly exclude individual Owners' policies from its operation so that the hazards insurance policy purchased by the Board of Directors shall be deemed primary coverage and any individual Owner's policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder provide for or be brought into contribution with insurance purchased by individual Owners or their First Mortgagees, unless otherwise required by law.

The deductible, if any, on such insurance policy shall be as the Directors determine to be consistent with good business practice and which shall be consistent with the requirements of the First Mortgagees, not to exceed, however, Ten Thousand Dollars or one percent of the face amount of the policy whichever is less. Any loss falling within the deductible portion of a policy shall be paid by the person or entity who is responsible for the repair and maintenance of the property which was damaged or destroyed. In the event of a joint duty of repair and maintenance of the property damaged or destroyed then the deductible shall be paid by the Association. Funds to cover the deductible amounts should be included in the Association's Reserve Funds and be so designated.

A duplicate original of the policy of hazard insurance, all renewals thereof, and any subpolicies or certificates and endorsements issued thereunder, together with proof of payment of premiums, shall be delivered by the insurer to any Owner and First Mortgagee requesting the same, at least thirty days prior to expiration of the current policy.

The Association shall hold any insurance proceeds received in trust for the Owners and First Mortgagees as their interests may appear. The proceeds shall be disbursed first for the repair or restoration of the damaged Common Elements and Apartments. Owners and First Mortgagees are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Apartments have been repaired or restored or The Project is terminated.

**7.3 Liability Insurance.** The Board of Directors shall obtain and maintain comprehensive general liability insurance (including libel, slander, false arrest, and invasion of privacy) and property damage insurance covering all of the Common Elements, public ways of The Project and any other areas that are under the Association's responsibility and commercial spaces owned by the Association whether or not they are leased to some third party insuring each Officer, Director, the Managing Agent and each Owner, to include the Declarant in its capacity as an Owner. Such coverage under this policy shall include, without limitation, the legal liability of the insureds for property damage, bodily injuries and deaths of persons that result from the operation, maintenance or use of the Common Elements and the legal liability arising out of lawsuits relating to employment contracts in which the Association is a party.

Such insurance shall be issued on a comprehensive liability basis. Additional coverages may be required to include protection against such other risks as are customarily covered with respect to Projects similar in construction, location and use, where applicable and available, including, but not limited to, Host Liquor Liability coverage, with respect to events sponsored by the Association, Contractual and All-Written Contract insurance, Workmen's Compensation and Employer's Liability insurance, Comprehensive Automobile Liability insurance, Severability of Interest endorsement, Garage Keepers Liability and Bailee's Liability endorsement.

The Board of Directors shall review such limits once each year, but in no event shall such insurance be less than one million dollars per occurrence covering all claims for personal injury, bodily injury, including deaths of persons and property damage. Reasonable amounts of "umbrella" liability insurance in excess of the primary limits may also be obtained.

**7.4 Fidelity Insurance.** The Board of Directors shall obtain and maintain adequate fidelity insurance coverage, to protect against dishonest or fraudulent acts committed by the Association's Directors, Officers, Managing Agent, Trustees, employees or volunteers of the Association and all others who manage or are responsible for handling funds collected and held for the benefit of the Association, provided however, the Board of Directors shall not maintain fidelity coverage to cover any Managing Agent.

Such fidelity coverage shall name the Association as the named insured, be written in an amount sufficient to cover the maximum funds that will be in the custody of the Association or its Managing Agent at any time while the insurance is in force, but must be no less than the sum of three months' of assessments on all Units within The Project, plus the Association's Reserve Funds, and contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

In the event the Association has delegated some or all of its responsibility for the management of its funds to a Managing Agent, such Managing Agent must be covered by its own fidelity insurance providing the same coverage required of the Association's fidelity insurance. The Association should be named as an obligee in the Managing Agent's fidelity insurance and evidence of such coverage must be submitted to the Association.

**7.5 Additional Insurance.**

a) If the area where The Project is located has been identified by the Secretary of Housing and Urban Development (HUD) or the Director of the Federal Emergency Management Agency (FEMA) as a Special Flood Hazard Area, flood insurance for The Project shall be maintained providing coverage equivalent to that provided under the National Flood Insurance Program in an amount of one hundred percent of The Project's current replacement cost.

The Association shall maintain coverage for any detached Common Elements and have separate coverage for each Building housing the Condominium Apartments for one hundred percent of their replacement cost including any machinery and equipment that are a part of the Building. The contents coverage must equal one hundred percent of the replacement cost of all contents, including machinery and equipment which are not part of a Building, that are owned in common with other Owners. A separate Association endorsement is required if not already a part of the policy.

Deductibles may not exceed the lower of Five Thousand Dollars or one percent of the face amount of the coverage. Funds for such deductibles must be included in the Association's Reserve and be so designated.

If The Project at the time of the recording of this Declaration is not identified as a Special Flood Hazard Area but becomes reclassified at a later date as such and the Board becomes aware of such reclassification, then the Board of Directors shall obtain flood insurance for The Project in accordance with the above. Conversely flood insurance may be discontinued under certain conditions.

- b) Adequate Directors and Officers liability insurance, if available, and if deemed consistent with good business practices, for errors and omissions on all Directors and Officers to be written in an amount which the Association deems adequate.
- c) Broad form machinery and pressure vessel explosion insurance (if applicable) in a minimum amount per accident at least equal to the lesser of two million dollars or the insurable value of the building housing the boiler or machinery.
- d) If it is determined by a First Mortgagee that the existing coverages do not adequately protect The Project, the Board of Directors shall obtain such additional coverages.
- e) Such other insurance of a similar or dissimilar nature, as the Board of Directors shall deem appropriate with respect to The Project.

**7.6 Payment of Insurance Premiums.** The cost of the insurance obtained by the Association in accordance with this Article, except for premiums on fidelity bonds maintained by a Managing Agent for its officers, employees and agents, shall be paid from Association funds and be collected from the Owners as part of the Annual Assessment for Common Expenses as provided for in Paragraph 5.3(a) hereof.

**7.7 Separate Insurance.** Each Owner shall have the right, at his own expense, to obtain insurance for his Unit for his own benefit and to obtain insurance coverage upon his personal property, furnishings and for his personal liability provided, however, that no Owner shall be entitled to exercise his right to acquire or maintain such insurance coverage so as to decrease the amount which the Board of Directors, on behalf of all Owners, may realize under any insurance policy maintained by the Board or to cause any insurance coverage maintained by the Board to be brought into contribution with insurance coverage obtained by an Owner. All such policies shall contain waivers of subrogation. No Owner shall obtain separate insurance policies except as provided in this Paragraph.

## ARTICLE EIGHT: MAINTENANCE, REPAIR, REPLACEMENT, ADDITIONS, AND ALTERATIONS

8.1 By the Association. The Association shall be responsible for the maintenance, repair and replacement (unless, if in the opinion of not less than two-thirds of all of the Board of Directors such expense was necessitated by the negligence, misuse or neglect of an Owner) of all of the Common Elements including the Limited Common Elements, whether located inside or outside of the Apartments, the cost of which shall be charged to all Owners as part of the Annual Assessment for Common Expenses.

### 8.2 By the Owner.

a) Each Owner shall keep his Apartment and its equipment, appliance, 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 Apartment. In addition, each Owner shall be responsible for any damages to any other Apartments or to the Common Elements resulting from his failure or negligence to make any of the repairs required by this Paragraph. Each Owner shall perform his 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 or the Managing Agent 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 also make all repairs thereto caused or permitted by his negligence, misuse or neglect. In the event any Owner shall fail to maintain or keep in good repair his Limited Common Elements in a manner satisfactory to the Board of Directors, the Board of Directors after notice and hearing shall have the right and duty, upon approval by a two-thirds vote of the total vote of all of the Directors to enter into said Limited Common Elements and repair, maintain, replace or restore said Limited Common Elements. The cost of such maintenance, replacement, repair and restoration shall be chargeable to such Owner by Individual Assessment in accordance with Paragraph 5.3(b) 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 repair and restoration in accordance with the above.

Limited  
Common  
Element  
Right of  
Board to  
REPAIR  
After  
NOTICE,  
HEARING

All structural repair or replacement shall be made by the Association and charged as part of the Annual Assessment for Common Expenses in accordance with Paragraph 5.3(a).

c) Any Owner permitted by the Board of Directors to use a specific portion of the Common Elements for storage is responsible for the use of such portion in a safe and sanitary manner.

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

8.4 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.

REPAIR  
SIMILAR  
1ST CLASS

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

8.6 Private Patios. Notwithstanding the above, some Condominium Units will have a fenced patio as a Limited Common Element. It shall be the responsibility of the Owner to landscape and maintain this patio in a manner acceptable to the Board of Directors. Landscaping shall be completed within one year of the date of occupancy of the Unit by the original purchaser. All landscaping plans must be approved by the Board of Directors prior to the commencement of the landscaping in accordance with Paragraph 8.5 hereof.

In the event the Owner fails to install the landscaping in the time period prescribed above or in the event the Owner fails to properly maintain such landscaping in a manner satisfactory to the Board of Directors, then the Board of Directors shall have the right and duty to install and/or maintain such landscaping and charge the Owner therefore in accordance with Paragraph 8.2(b) hereof.

Each private patio is subject to an easement in favor of the Board of Directors (including its agents, employees and contractors) for providing the installation and/or maintenance in accordance with the above..

BOD  
MAS 30  
DAYS TO  
OK ACC  
REQUESTS

## **ARTICLE NINE: DAMAGE, DESTRUCTION, CONDEMNATION, AND OBSOLESCENCE**

**9.1 Association as Attorney-in-Fact.** This Declaration does hereby make mandatory the irrevocable appointment of an Attorney-in-Fact to deal with The Project upon its damage, destruction, condemnation and obsolescence.

Title to any Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute appointment of the Attorney-in-Fact herein provided. All of the Owners irrevocably constitute and appoint the Association, in their names, place and stead for the purpose of dealing with The Project upon its damage, destruction, condemnation, and obsolescence as is hereinafter provided. As Attorney-in-Fact, the Association, by its Board of Directors shall represent the Owners in any proceedings, negotiations, settlements and/or agreements, and shall have full and complete authorization for the collection and appropriate disposition of all insurance proceeds, the negotiation of losses, and execution of releases of liability and the execution of all documents and the performance of all other acts necessary and appropriate to exercise the powers herein granted.

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

### **9.2 Damage, Destruction, Reconstruction, and Repair.**

a) Repair and reconstruction of The Project as used in the following paragraphs means restoring The Project substantially in accordance with this Declaration and in accordance with the original plans and specifications for The Project unless other action is approved by Owners of Units to which at least eighty percent of the votes in the Association are allocated and the approval of First Mortgagees holding mortgages on Units which have at least eighty percent of the votes of the Units subject to first mortgages within The Project.

The proceeds of any insurance collected shall be available to the Association for the purpose of repair, restoration or replacement unless the Owners and the First Mortgagees agree not to rebuild in accordance with the provisions of Paragraph 9.2(e) below.

b) In the event of damage to or destruction of The Project to the extent of not more than sixty-six and two-thirds percent of the total replacement cost thereof, not including land, due to fire or other disaster, the Association shall promptly repair and reconstruct the same in a workmanlike manner. The Association shall have full authority, right, and power, as Attorney-in-Fact to cause the repair and reconstruction of The Project using the insurance proceeds. If the insurance proceeds are insufficient to repair and reconstruct The Project, such damage and destruction shall be promptly repaired and reconstructed by the Association as Attorney-in-Fact, using the proceeds of insurance and the proceeds of a Deficiency Assessment to be made against all of the Owners and their Units as more fully defined in paragraph 9.2(f). The Association shall have full authority, right, and power, as Attorney-in-Fact, to cause the repair or reconstruction of The Project using all of the insurance proceeds and such assessment.

c) In the event of damage to or destruction of The Project to the extent of more than sixty-six and two-thirds percent of the total replacement cost thereof, not including land due to fire or other disaster and insurance proceeds are sufficient to fully cover the costs of such repair or reconstruction, then the Association shall promptly repair or reconstruct The Project.

d) In the event of damage to or destruction of The Project to the extent of more than sixty-six and two-thirds percent of the total replacement cost thereof, not including land due to fire or other disaster and the insurance proceeds are not sufficient to fully cover the costs of such repair or reconstruction, the Association, upon due notice to all Owners and giving them an opportunity to be heard, shall adopt and record a written "Plan for Reconstruction". All of the Owners shall be bound by the terms and other provisions of such Plan and the Association shall promptly repair or reconstruct The Project unless The Project is disposed of in accordance with Paragraph 9.2(e). The Association shall have the right to use, in accordance with such Plan, all proceeds of insurance for such repair and reconstruction, as well as the proceeds of a Deficiency Assessment to be made against all of the Owners and their Units as more fully defined in Paragraph 9.2(f). The Association shall have full authority, right and power, as Attorney-in-Fact, to cause the repair or reconstruction of The Project using all of the insurance proceeds for such purpose notwithstanding the failure of any Owner to pay the Deficiency Assessment.

e) In the event of damage to or destruction of The Project to the extent of more than sixty-six and two-thirds percent of the total replacement costs thereof, not including land, due to fire or other disaster and the insurance proceeds are not sufficient to fully cover the costs of such repair or reconstruction, and the Owners of Units to which at least eighty percent of the votes in the Association are allocated, upon due notice to all Owners and First Mortgagees and giving them an opportunity to be heard, adopt and record a written "Declaration not to Rebuild", which Declaration has the approval of those First Mortgagees holding mortgages on Units which have at least eighty percent of the votes of the units subject to first mortgages within The Project, the entire remaining Project shall be sold by the Association as Attorney-in-Fact for all Owners, free and clear of the provisions contained in this Declaration, the Map, the Articles of Incorporation and Bylaws and the legal status of The Project terminated.

The insurance settlement proceeds shall be collected by the Association and such proceeds shall be divided by the Association according to each Owner's interest (as such interests appear in the policy or policies, or in the event separate interests are not designated in the policy, then pro rata according to each Owner's percentage interest in the Common Elements), and such divided proceeds shall be paid into separate accounts, each such account representing one of the Units. Each such account shall be in the name of the Association, and shall be further identified by the Unit designation and the name of the Owner. Thereafter, each such account shall be supplemented by the apportioned amount of the proceeds derived from the sale of the entire Project. Such apportionment shall be based upon each Owner's percentage interests in the Common Elements. The total funds of each account shall be used and disbursed, without contribution from one account to another, by the Association, as Attorney-in-Fact for the same purposes and in the same order as is provided in Paragraph 10.6 hereof. The provisions contained in this Paragraph shall not hinder the protection given to a First Mortgagee under a mortgagee endorsement. No Owner or any other party shall be entitled to priority over First Mortgagees with respect to any such distribution of insurance proceeds.

f) The Deficiency Assessment made in connection with such repair and reconstruction as provided for in Paragraph 9.2(b) and 9.2(d) shall be a part of the Annual Assessment for Common Expenses and shall be levied pursuant to Paragraph 5.3(a) hereof and shall be due and payable as provided in such assessment but not sooner than thirty days after written notice thereof. Such Deficiency Assessment shall not be considered a Special Assessment and such assessment shall be exempt from any special voting requirements of the Owners. Further assessments may be made in like manner if the amounts collected prove insufficient to complete the repair and reconstruction. In the event amounts collected are in excess of the amounts required for such repair and recon-

struction, the excess shall be returned to the Owners by the Association in the same proportion as the assessment levied. The Deficiency Assessment provided for herein shall be a debt of each Owner and a lien on his Unit and may be enforced and collected as is provided for in Paragraph 5.8 hereof. Such lien shall have the same priority as that provided for in Paragraph 5.8 hereof.

### 9.3 Condemnation.

(a) 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 provisions of this Paragraph 9.3 shall apply.

(b) The Association, as their Attorney-in-Fact, shall represent the Owners in any condemnation proceedings or in any negotiations, settlements, and agreements with the condemning authorities for the acquisition of the Common Elements or any part thereof.

(c) All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award" shall be payable to the Association as Attorney-in-Fact to be held in trust for the use and benefit of the Owners and First Mortgagees as their interests may appear. No Owner or any other party shall be entitled to priority over First Mortgagees with respect to any distribution of the Condemnation Award.

(d) In the event that the entire Project is taken or condemned, sold or otherwise disposed of in lieu of or in avoidance thereof, condominium ownership pursuant to this Declaration shall terminate. The Condemnation Award shall be apportioned among the Owners pro rata according to each Owner's percentage interest in the Common Elements, providing that if a standard different from the value of The Project as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree, or otherwise, then in determining such share the same standard shall be employed to the extent it is relevant and applicable.

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 Paragraph 10.6 hereof.

(e) In the event that less than the entire Project is taken or condemned, sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate unless terminated in accordance with ARTICLE TEN hereof. If not terminated, each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: (i) as soon as practicable the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages or other proceeds, and shall apportion the amounts so allocated to the taking of or injury to the Common Elements among Owners in proportion to their respective percentage interests in the Common Elements, (ii) the total amount allocated to severance damages shall be apportioned to those Units which were not taken or condemned, (iii) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner had made within his own Units shall be apportioned to the particular Unit involved, and (iv) the amount allocated to the consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If a judicial decree or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation 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 distributed in the same manner as provided in Paragraph 10.6 hereof.

Any restoration or repair of the remaining Common Elements shall be performed substantially in accordance with this Declaration and in accordance with the original plans and specifications unless other action is approved by Owners representing an aggregate ownership interest of eighty percent or more of the Common Elements and by First Mortgagees holding mortgages on Units which have at least eighty percent of the votes of the Units subject to first mortgages within The Project.

**9.4 Reorganization/Reallocation.** In the event a partial taking by condemnation or by damage or destruction which is not rebuilt results in the taking of a complete Condominium Apartment, the Owner thereof automatically shall cease to be a member of the Association, and that Unit's entire Common Element interest, votes in the Association, and Annual Assessment Common Expenses liability are automatically reallocated to the remaining Units in proportion to their respective Common Element interests before the taking and the Board of Directors shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Any remnant of an Apartment remaining after part of an Apartment is taken under this Paragraph is thereafter a Common Element.

**9.5 Obsolescence and Reconstruction.** The Owners of Units to which at least eighty percent of the votes in the Association are allocated may agree, upon due notice to all Owners and granting them an opportunity to be heard, that the Units are obsolete and adopt and record a written "Plan for Renewal and Reconstruction", which Plan must have the approval of those First Mortgagees holding mortgages on Units which have at least eighty percent of the votes of the Units subject to First Mortgagees within The Project. Written notice of adoption of such Plan shall be given to all of the Owners. The expense of renewal or reconstruction shall be payable by all of the Owners as an Annual Assessment for Common Expenses whether or not such Owner may have previously consented to such Plan. The assessment shall be levied, allocated, and collected in the same manner as a Deficiency Assessment as provided for in Paragraph 9.2(f) hereof.

## ARTICLE TEN: TERMINATION OF THE CONDOMINIUM PROJECT

10.1 Vote of Owners and First Mortgagees. Except in the case of a taking of all the Units by Condemnation or by fire or other casualty, The Project may be terminated only by agreement of the Owners of Units to which at least eighty percent of the votes in the Association are allocated. Such an agreement must have the approval of those First Mortgagees holding mortgages on Units which have at least eighty percent of the votes of the Units subject to first mortgages within The Project.

10.2 Termination Agreement. An agreement of Owners to terminate condominium ownership must be evidenced by their execution of a termination agreement or ratifications thereof. If, pursuant to a termination agreement, the real estate constituting The Project is to be sold following termination, the termination agreement must be recorded in every county in which a portion of The Project is situated, and is effective only upon recordation.

10.3 Sale of The Project. The Association, on behalf of the Owners, may contract for sale of The Project, but the contract is not binding on the Owners until approved pursuant to Paragraphs 10.1 and 10.2. If the real estate constituting The Project is to be sold following termination, title to that real estate, upon termination, vests in the Association as trustee for the holders of all interest in the Units. Thereafter, the Association has all powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds thereof distributed, the Association continues in existence with all powers it had before termination. Proceeds of the sale shall be apportioned among the Owners in accordance with Paragraph 10.5 of this Declaration. Unless otherwise specified in the termination agreement, as long as the Association holds title to the real estate, each Owner and his successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted his Unit. During the period in which the Owner has the right of occupancy, each Owner and his successors in interest remain liable for all assessments and other obligations imposed on Owners by the Declaration.

10.4 Project not to be Sold. If The Property constituting The Project is not to be sold following termination, title to The Property, upon termination, vests in the Owners as tenants in common in proportion to their respective Common Element interests and the liens on the Units shall shift to such Owner's undivided interest. While the tenancy in common exists, each Owner and his successors in interest have an exclusive right to occupancy of the portion of The Property that formerly constituted his Unit.

10.5 Determination of Owner's Interests. The respective interests of Owners referred to in Paragraphs 10.3, 10.4, and 10.6 are pro rata according to each Owner's percentage interest in the Common Elements immediately before termination.

10.6 Distribution to Owners. Following termination of The Project, the proceeds derived from the sale shall be divided in proportion to the Owner's respective interests as provided in Paragraph 10.5, and shall be used and disbursed by the Association, as Attorney-in-Fact, in the following order:

- a) for payment of the balance of the lien of any first mortgage;
- b) for payment of reasonable costs of sale incurred;
- c) for payment of taxes and special assessment liens in favor of any assessing entity;

- d) for payment of unpaid assessments;
- e) for payment of junior mortgages and encumbrances in the order of and to the extent of their priority;
- f) the balance remaining, if any, shall be paid to the Owner.

The proceeds of sale described in Paragraph 10.3 and held by the Association as trustee are not assets of the Association.

## **ARTICLE ELEVEN: CERTAIN RIGHTS OF THE FIRST MORTGAGEES**

**11.1 Entitlement.** A First Mortgagee, upon written request by such First Mortgagee to the Association, shall be entitled to timely receive in writing any of the following:

- (a) Budgets, notices of assessments, or any other notices provided for under this Declaration by the Association to the Owner of a Condominium Unit in which a First Mortgagee has a security interest.
- (b) Financial statements of the Association which are prepared for the Association and distributed to its Members.
- (c) Notices of meetings of the membership and the right to be represented at any meeting by a designated representative.
- (d) Notice of the decision of the Owners to make any amendment to this Declaration, the Bylaws, or the Articles of Incorporation of the Association.
- (e) Notice of the commencement of any condemnation proceedings with respect to any part of The Project.
- (f) Notice of any default by an Owner of a Unit in which a First Mortgagee has a security interest in the performance of any obligations under this Declaration, the Articles of Incorporation and/or Bylaws of the Association, which remains uncured for a period of sixty days.
- (g) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- (h) Notice of any condemnation loss or any casualty loss which affects a material portion of The Project or any Unit in which a First Mortgagee has a security interest.
- (i) Notice of any proposed action contained in Paragraphs 11.2 and 11.3 hereof, requiring the consent of the First Mortgagees.

The request of a First Mortgagee shall specify which of the above it desires to receive and shall indicate its name and the address to which same shall be sent by the Association together with the Unit number or address of the Unit it has a mortgage on. The Association need not inquire into the validity of any request made by a First Mortgagee hereunder and in the event of multiple requests from the purported First Mortgagees of the same Condominium Unit, the Association shall honor the most recent request received.

**11.2 Restrictions on Amendments.** The following restrictions do not apply to amendments to the Declaration made in accordance with ARTICLE NINE and ARTICLE TEN hereof, or to a reallocation of interests in the Common Elements which might occur pursuant to any plan of expansion in accordance with ARTICLE TWELVE hereof.

The consent of the Owners of Units to which at least eighty percent of the votes in the Association are allocated and the approval of those First Mortgagees holding mortgages on Units which have at least eighty percent of the votes of the Units subject to first mortgages within The Project shall be required to add or amend any material provisions of the Declaration, Bylaws, Articles of Incorporation or The Map which establish, provide for, govern or regulate any of the following:

- (a) Assessments, manner of assessment, assessment liens or subordination of such liens;
- (b) Reserves for the maintenance, repair, and replacement of the Common Elements;
- (c) Insurance or Fidelity Bonds;
- (d) Right to use of the Common Elements;
- (e) Responsibility for maintenance and repair of The Project;
- (f) Subject to the provisions of ARTICLE TWELVE hereof the expansion or contraction of The Project or the addition, or annexation or withdrawal of property to and from The Project;
- (g) Boundaries of any Unit and the exclusive easement rights appertaining thereto;
- (h) Leasing of Condominium Apartments and uses to which an Apartment or the Common Elements are restricted;
- (i) Imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey a Unit;
- (j) A decision by the Association to establish self management when professional management had been required previously by a First Mortgagee;
- (k) Restoration or repair of The Project (after a hazard damage or partial condemnation) in a manner other than that specified in the Declaration;
- (l) Any action to terminate the legal status of The Project after substantial destruction or condemnation occurs, or for reasons other than the substantial destruction or condemnation of the Project.
- (m) Any provision in this Declaration, Articles of Incorporation or Bylaws which specifically grants rights to First Mortgagees hereunder.

11.3 Special FHLMC Provisions. So long as required by The Mortgage Corporation, the following provisions apply in addition to the provisions of Paragraph 11.2 above. Unless eighty percent of the First Mortgagees (based upon one vote for each first mortgage owned) or Owners (other than the Declarant) give their prior written approval, the Association shall not be entitled to:

- (a) Use hazard insurance proceeds for losses to the improvements insured by the Association for other than the repair, replacement or reconstruction of such improvements;
- (b) Partition or subdivide any Condominium Unit;

- (c) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer any of the Common Elements, except that approval shall not be required for the Board of Directors to grant easements for utilities and similar or related purposes;
- (d) By act or omission seek to abandon or terminate the Condominium Project;

**11.4 Books and Records.** Owners and their mortgagees shall have the right to examine the books and records of the Association at any reasonable time at the office of the Association upon reasonable notice. Copies are available at reasonable cost.

## **ARTICLE TWELVE: EXPANSION**

**12.1 Reservation of Right to Expand.** Declarant reserves the right (without in any way being bound) to enlarge this condominium project in phases by submitting to The Project from time to time a Supplemental Condominium Map and Supplemental Declaration adding any of the real property described on Exhibit "D" attached hereto. The total number of condominium units in The Project as expanded shall not exceed one hundred sixty-eight Units.

If The Project 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 may be accomplished by the filing for record by Declarant in the office of the Clerk and Recorder for Boulder County, Colorado, no later than five years from the date of the recording of this Declaration, a supplement or supplements to this Declaration containing a legal description of the new Real Property or Properties, together with a Supplemental Condominium Map or Maps containing the same information with respect to the new Real Property as was required on the original Condominium Map with respect to the initial Real Property. 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 intended improvements in future phases must be substantially completed prior to being brought within the Condominium Project.

**12.3 Expansion of Definitions.** In the event of such expansion, the definitions used in this Declaration shall be expanded automatically to encompass and refer to The Project as so expanded. For example, "Condominium Unit" shall mean the Condominium Units described hereinabove plus any additional Condominium Units added by a Supplemental Condominium Declaration or Declarations, and reference to this Declaration shall mean this Declaration as supplemented. All conveyances of Condominium Units shall be effective to transfer rights in The Project as expanded by use of the form of description set forth in paragraph 2.3 hereof, with additional references to the Supplemental Condominium Declaration(s) and the Supplemental Condominium Map(s). The recordation in the records of Boulder County, Colorado, of a Supplemental Condominium Map or Maps incident to any expansion shall operate automatically to grant, transfer, and convey to the Owners of the Condominium Units the respective undivided interests set forth in Paragraph 12.5 hereof in the new Common Elements added to the Condominium Project as the result of such expansion. Such recordation shall also operate to vest in any then Mortgagee of any Condominium Unit encumbering the new Common Elements added to The Project as the result of such expansion.

**12.4 Declaration Operative on New Properties.** The new Real Property shall be subject to all the terms and conditions of this Declaration or Declarations, and the Condominium Units therein shall be subject to the condominium regime with all incidents pertaining thereto as specified herein, upon placing the Supplemental Condominium Map(s) and Supplemental Condominium Declaration(s) of public record in the real estate records of Boulder County, Colorado.

All future improvements to The Project will be consistent with the initial improvements in terms of quality of construction and shall be similar in building types, architectural style and size of Units.

**12.5 Interests Upon Enlargements.** The Owners at the time of their purchase of a Condominium Unit which has been brought into The Project by a Supplemental Declaration and a Supplemental Condominium Map shall be Members of the Association entitled to the same non-exclusive use of the Common Elements and the same voting privileges as those Owners of the initial property brought into The Project through the original Declaration and shall be subject to the same Assessments. The Assessments for that Phase shall commence for all Owners including the Declarant in accordance with Paragraph 5.7 hereof.

Whenever any additional property is brought into the Condominium Project, the interest of each owner of a Condominium Unit in the Common Elements in The Project after such addition shall be 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 Project (including Apartments created on the additional real property submitted to The Project). 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 of 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 Project 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 trusts 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 Project after the recording of the Supplemental Map and Supplemental Declaration submitting each Phase to The Project, shall be treated as a part of The Project 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 Project 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.

## **ARTICLE THIRTEEN: DURATION AND AMENDMENTS**

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

If and to the extent that any of these covenants, easements, rights and restrictions as contained herein would otherwise be unlawful or void for violation of (a) the rule against perpetuities; (b) the rule restricting restraint on alienation; or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitation upon the time for which such covenants or restrictions may be valid, then the provisions concerned shall continue and endure only until the expiration of a period of twenty-one years after the death of the last to survive all of the lawful descendants of Ronald Reagan, President of the United States of America, living on the date this Declaration is recorded.

**13.2 Amendments.** Subject to the provisions of ARTICLE TWELVE hereof and except as permitted in Paragraph 14.7 hereof and except in cases of amendments that may be executed by the Declarant pursuant to Paragraphs 1.22 and 13.3, and the Board of Directors pursuant to paragraphs 1.22 and 9.4 hereof and except as restricted by Paragraphs 3.7, 11.2, 11.3, and 14.4 hereof, this Declaration, including the Map, may be amended only by written agreement of Owners of Units to which at least eighty percent of the votes in the Association are allocated, provided, however, the consent of the Owners of Units to which one hundred percent of the votes are allocated and the approval of those First Mortgagees holding mortgages on Units which have one hundred percent of the votes of the Units subject to first mortgages within The Project shall be required to:

- (a) Increase the number of Units;
- (b) Change the number of votes in the Association appertaining to any Unit;
- (c) Change the pro rata interest or obligations of any individual Unit for the purposes of (i) levying assessments or allocating the distribution of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Unit in the Common Elements;
- (d) Convert Units into Common Elements or Common Elements into Units.

All amendments must be recorded in the real estate records of Boulder County, Colorado.

If The Project has been or is to be approved by the Federal Housing Administration and/or the Veterans' Administration, then until the conversion of the Class B Membership to Class A Membership in accordance with Paragraph 4.5 hereof, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, amendment of this Declaration and the assessment of a Special Assessment in accordance with Paragraph 5.4 hereof.

13.3 Special Amendments. Declarant hereby reserves and is granted the right and power to record Special Amendments to this Declaration at any time until the conversion of the Class B Membership to Class A Membership in accordance with Paragraph 4.5 hereof, which amends this Declaration to comply with the Statutes of the State of Colorado or any written requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans' Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may perform in the future) functions similar to those currently performed by such entities to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages or deeds of trust covering the Units.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a Special Amendment on behalf of such Owners of the Units. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of Declarant to make, execute and record such Special Amendments. No Special Amendment made by Declarant shall affect or impair the lien of the first mortgage or deed of trust upon a Unit or any warranties made by an Owner or First Mortgagee in order to induce any of the above agencies or entities to make, purchase, insure, or guarantee the first mortgage or deed of trust on such Owner's Unit.

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

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

14.4 Temporary Use by the Declarant. Notwithstanding any provision herein contained to the contrary, during the period of construction and sale, it shall be expressly permissible for the Declarant to maintain upon The Project, without charge, such facilities as may be reasonably required, convenient or incidental for construction or sales purposes, including, but not limited to, a business office, storage area, nursery, construction yard and structures, signs, model condominium apartments and sales offices.

No maintenance of such facilities or use or activity by Declarant shall 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.

This right of use shall terminate at the option of the Declarant by its written notice to the Secretary of the Association, but in any event such reservations shall terminate without further act or deed not later than:

- (a) the completion of all of the improvements to The Project, provided however, the Declarant may maintain within the Project, without charge, model condominium apartments and a sales office until the last Unit has been sold; or
- (b) five years from the date of the recording of this Declaration in the Boulder County, Colorado records, whichever shall first occur.

Until the termination of this right of use as provided for above, any amendment to this Paragraph 14.4 must have the prior written assent of the Declarant.

14.5 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.

14.6 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.

14.7 Registration by Owner of Mailing Address. Each Owner shall register his 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 Thomas R. Hoyt, 4730 Table Mesa Drive, Boulder, Colorado 80303, Registered Agent for the Association until the Registered Agent is changed by a notice duly filed by the Association with the Office of the Secretary of State of Colorado (Change of Registered Agent).

14.8 Attorneys' Fees and Costs. If any action is brought in a court of law or put into arbitration as to the enforcement, interpretation, or construction of any of the within covenants, conditions and restrictions of this Declaration, the prevailing party in such action shall be entitled to reasonable attorneys' fees as well as all costs incurred in the prosecution or defense of such action. Attorneys' fees and costs may be paid by mutual stipulation of the parties if such action is resolved by stipulation and agreement of the parties.

14.9 Captions. The captions and headings in this Declaration are for convenience only, and shall not be considered in construing any provision of this Declaration.

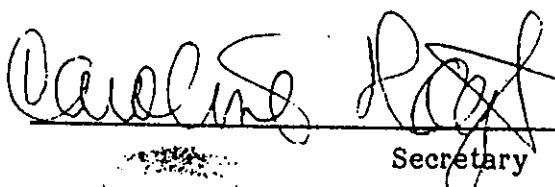
14.10 Numbers and Genders. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this 27th day of July, 1984.

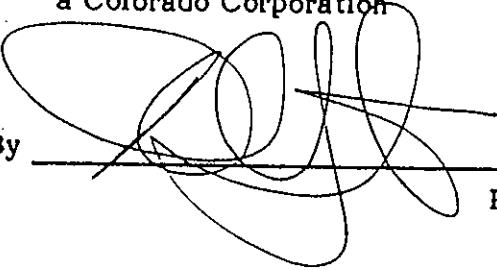
ATTEST:

McSTAIN ENTERPRISES, INC.

a Colorado Corporation

  
Pauline Hoyt  
Secretary

By

  
John McStain  
President



STATE OF COLORADO )  
COUNTY OF BOULDER ) ss.

The foregoing instrument was acknowledged before me this 27th day  
of July, 1984, by THOMAS R. HOYT as  
PRESIDENT and CAROLINE HOYT as  
SECRETARY of McStain Enterprises, Inc., a Colorado Corporation.

My commission expires: DECEMBER 4, 1987.

WITNESS my hand and official seal.

Barbara J. Peterson  
NOTARY PUBLIC

ADDRESS: 4730 Table Mesa Dr.  
Boulder, Co. 80303



EXHIBIT A  
TO THE CONDOMINIUM DECLARATION  
FOR THE WILDFLOWER CONDOMINIUMS

---

---

**LEGAL DESCRIPTION OF THE REAL PROPERTY  
SUBMITTED TO THE WILDFLOWER CONDOMINIUM REGIME  
FIRST PHASE**

---

---

All that portion of Lot 2, Westfield Second Filing, a subdivision of a part of the Southeast quarter of Section 7, Township 1 South, Range 69 West of the 6th P.M., City of Louisville, County of Boulder, State of Colorado, described as follows: Beginning at the Northeast corner of said Lot 2, Westfield Second Filing thence Southwesterly 37.50 feet along the arc of a curve to the left and along the Northwesterly line of said Lot 2 to a point tangent, said curve having a radius of 1232.77 feet, a central angle of  $01^{\circ}44'34''$  and is subtended by a chord that bears South  $61^{\circ}48'35''$  West, 37.50 feet; thence South  $60^{\circ}56'18''$  West, 83.85 feet along the Northwesterly line of said Lot 2; thence Southwesterly, 63.44 feet along the arc of a curve to the right and along the Northwesterly line of said Lot 2, said curve having a radius of 5353.90 feet, a central angle of  $00^{\circ}40'44''$  and is subtended by a chord that bears South  $61^{\circ}16'40''$  West, 63.44 feet; thence South  $28^{\circ}34'10''$  East, 86.15 feet; thence North  $89^{\circ}05'53''$  East, 77.05 feet; thence South  $00^{\circ}54'07''$  East, 174.25 feet; thence North  $89^{\circ}05'53''$  East, 249.12 feet to a point on the Southeasterly line of said Lot 2; thence North  $00^{\circ}54'07''$  West, 13.76 feet along the Southeasterly line of said Lot 2; thence North  $35^{\circ}00'00''$  East, 85.00 feet along the Southeasterly line of said Lot 2; thence North  $37^{\circ}15'00''$  West, 124.00 feet along the Northeasterly line of said Lot 2; thence South  $89^{\circ}05'53''$  West, 90.00 feet along the Northeasterly line of said Lot 2; thence North  $30^{\circ}54'04''$  West, 178.33 feet along the Northeasterly line of said Lot 2 to the Point of Beginning.

EXHIBIT B  
TO THE CONDOMINIUM DECLARATION  
FOR THE WILDFLOWER CONDOMINIUMS

---

---

Page One of Two

**THE WILDFLOWER CONDOMINIUMS  
SCHEDULE OF PERCENTAGE INTERESTS IN THE COMMON ELEMENTS  
(FIRST PHASE)**

---

---

Subject to the provisions of ARTICLE TWELVE of the Declaration, each Unit in the Project is hereby vested with an undivided percentage interest in and to the Common Elements as set forth below:

UNIT NUMBER	FINISHED SQ. FT. PER APARTMENT	PERCENTAGE INTEREST PER UNIT
CA-1	938	6.08
CA-2	747	4.84
CA-3	938	6.08
CA-4	885	5.74
CA-5	938	6.08
CA-6	885	5.74
CA-7	938	6.08
CA-8	560	3.62
CA-9	560	3.62
CA-10	885	5.74
CA-11	938	6.08
CA-12	885	5.74
CA-13	938	6.08
CA-14	747	4.84
CA-15	938	6.05
CA-16	885	5.74
CA-17	938	6.08
CA-18	<u>885</u>	<u>5.74</u>
TOTAL	15,428	100.00

---

**EXHIBIT B  
TO THE CONDOMINIUM DECLARATION  
FOR THE WILDFLOWER CONDOMINIUMS**

---

---

The percentage interest in the Common Elements of each Unit 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 of the Apartments in the Project (including Apartments created on the additional real property submitted to the Project). 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 in the Common Elements shown for each Unit is subject to change in accordance with ARTICLE TWELVE of the Declaration.

In the event the Declarant exercises its right to enlarge this Project in Phases by submitted to the Project additional real property in accordance with ARTICLE TWELVE of the Declaration, each percentage interest in the Common Elements set forth above will decrease. The Percentage Interest of each Unit will then be 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 completed Apartments within The Project (including Apartments created on the additional real property submitted to the Project).

THE WILDFLOWER CONDOMINIUMS  
SCHEDULE OF MAINTENANCE RESPONSIBILITIES

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
II	III	IV	V	
Grounds, including all landscaped and paved areas and other improvements thereon lying outside the Buildings' foundations with the exceptions noted herein.	All, in all regards.	Privacy fences.	—	Maintenance of landscaping and general housekeeping of the area within the private patio privacy fences.
The Building's roof, exterior walls, foundation.	All, in all regards, with exceptions noted herein regarding routine cleaning.	—	—	Routine cleaning, repair and replacement of glass in the windows and window mechanisms serving an Apartment.
Windows.	Exterior painting, and exterior caulking only.	—	—	Apartments side of door panel, interior trim, all hardware including lock, door chime assembly, hinges/closure and weather stripping.
Doors, apartment entry.	All surfaces which are not exposed to the interior of an Apartment, including door panel, buck, trim and sill.	—	—	Apartments side of door panel, including glass replacement, interior trim, door mechanisms, hinge/closure and weather stripping.
Doors, patio and balcony.	All surfaces which are not exposed to the interior of an Apartment excluding glass, including door panel, buck, trim and sill.	—	—	Apartments side of door panel, including glass replacement, interior trim, door mechanisms, hinge/closure and weather stripping.

THE WILDFLOWER CONDOMINIUMS  
SCHEDULE OF MAINTENANCE RESPONSIBILITIES

ITEMS	COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	LIMITED COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	UNIT COMPONENTS UNDER ASSOCIATION RESPONSIBILITY	IV	V CERTAIN OTHER COMPONENTS UNDER UNIT OWNER'S RESPONSIBILITIES WITHOUT RESPECT TO OWNERSHIP OF THE COMPONENTS
Doors, Garage	All exterior maintenance except glass replacement and the electrical door opening mechanism, if any.	—	—	—	Glass replacement and the electrical door opening mechanism, if any.
Plumbing and related systems and components thereof.	All maintenance, repair and replacement of portions of plumbing constituting service to more than one Apartment. Water damage to Common Elements or other Apartments than the one which is the primary source of the problem through negligence of the occupants of such 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. Also damage caused to such Apartment from causes initially occurring outside that Apartment.	—	All portions within an Apartment serving only that Apartment, including fixtures and appliances attached thereto. Water damage to an Apartment, when the primary source of the problem is through negligence of the occupants of that Apartment.
Heating and cooling system and components thereof.	Systems serving more than one Apartment, all in all regards.	—	—	—	Systems serving only one Apartment, all in all regards.
Electrical systems and components thereof.	Systems including fixtures and appliances serving more than one Apartment, all, in all regards.	—	—	—	Systems including fixtures and appliances serving only one Apartment, all in all regards, including exterior fixtures serving primarily only one Apartment.
Attics.	All, in all regards except improvements installed by the Apartment Owner, if any.	—	—	—	All improvements installed by the Apartment Owner.

**THE WILDFLOWER CONDOMINIUMS  
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
Parking spaces.	—	All, in all regards.	—	—
Garage Spaces / Storage Spaces	—	All, in all regards, except cleaning.	—	Routine cleaning.
Trash collection system.	All, in all regards.	—	—	—
Balconies, Decks	—	All in all regards, except cleaning.	—	Routine cleaning
Walkways, within fenced patio area.	—	All, in all regards, except cleaning.	—	Routine Cleaning.
Walkways, outside of fenced patio area.	All, in all regards.	—	—	—
Exterior Stairs	All, in all regards	—	—	—
Chimneys.	All, in all regards.	—	—	—
Garage Aprons	—	All, in all regards	—	—
Basement Spaces.	—	—	—	All, in all regards.

THE WILDFLOWER CONDOMINIUMS  
SCHEDULE OF MAINTENANCE RESPONSIBILITIES

NOTES

**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 appearing in this column are illustrative and not exhaustive.

COLUMN II: Common Elements Under Association Responsibility • Responsibility for determining and providing for 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 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**  
**FOR THE WILDFLOWER CONDOMINIUMS**

---

---

**LEGAL DESCRIPTION OF THE REAL PROPERTY**  
**WHICH MAY BE SUBMITTED TO THE WILDFLOWER CONDOMINIUM REGIME**  
**IN LATER PHASES**

---

---

Lot 1 and  
Lot 2, Westfield Second Filing, a subdivision of a part of the City of Louisville,  
County of Boulder, State of Colorado;

LESS:

All that portion of Lot 2, Westfield Second Filing, a subdivision of a part of the Southeast quarter of Section 7, Township 1 South, Range 69 West of the 6th P.M., City of Louisville, County of Boulder, State of Colorado, described as follows: Beginning at the Northeast corner of said Lot 2, Westfield Second Filing thence Southwesterly 37.50 feet along the arc of a curve to the left and along the Northwesterly line of said Lot 2 to a point tangent, said curve having a radius of 1232.77 feet, a central angle of 01°44'34" and is subtended by a chord that bears South 61°48'35" West, 37.50 feet; thence South 60°56'18" West, 83.85 feet along the Northwesterly line of said Lot 2; thence Southwesterly, 63.44 feet along the arc of a curve to the right and along the Northwesterly line of said Lot 2, said curve having a radius of 5353.90 feet, a central angle of 00°40'44" and is subtended by a chord that bears South 61°16'40" West, 63.44 feet; thence South 28°34'10" East, 86.15 feet; thence North 89°05'53" East, 77.05 feet; thence South 00°54'07" East, 174.25 feet; thence North 89°05'53" East, 249.12 feet to a point on the Southeasterly line of said Lot 2; thence North 00°54'07" West, 13.76 feet along the Southeasterly line of said Lot 2; thence North 35°00'00" East, 85.00 feet along the Southeasterly line of said Lot 2; thence North 37°15'00" West, 124.00 feet along the Northeasterly line of said Lot 2; thence South 89°05'53" West, 90.00 feet along the Northeasterly line of said Lot 2; thence North 30°54'04" West, 178.33 feet along the Northeasterly line of said Lot 2 to the Point of Beginning.

**EXHIBIT E**  
**TO THE CONDOMINIUM DECLARATION**  
**FOR THE WILDFLOWER CONDOMINIUMS**

---

**THE RECORDING DATA FOR RECORDED EASEMENTS AND  
LICENSES WHICH THE PROJECT IS OR MAY BECOME SUBJECT TO**

---

- (a) A right of way for a ditch and pipeline recorded in Book 172 at Page 336.
- (b) Such rights as may exist in ditches and laterals over that portion of land lying within the Davidson Ditch (Harper Branch) and Louisville Lateral of the South Boulder and Coal Creek Ditch, as shown on map on file in the office of the County Assessor of Boulder County, Colorado.
- (c) Utility and fire access easements as shown and noted on the recorded plat of Centennial Valley I Subdivision.

All recordings are in the Office of the County Clerk and Recorder, Boulder County, Colorado.

AMENDMENT TO THE CONDOMINIUM DECLARATION  
FOR  
THE WILDFLOWER CONDOMINIUMS

RECITALS

WHEREAS, the undersigned are MCSTAIN ENTERPRISES, INC., a Colorado corporation, hereinafter called "Declarant" and THE OWNERS of not less than eighty (80%) percent of the units within a portion of Lot 2, Westfield Second Filing known as The Wildflower Condominiums, more particularly described on the Subdivision Plat previously recorded in the County of Boulder, State of Colorado.

WHEREAS, a Condominium Declaration for The Wildflower Condominiums had been recorded on September 21, 1984, at Reception No. 647944 of the records of the Clerk and Recorder of the County of Boulder, State of Colorado, and five Supplemental Condominium Declarations to said Declaration have also been recorded in said Boulder County; and

WHEREAS, Declarant and The Owners of not less than eighty (80%) percent of the units within The Wildflower Condominiums desire to amend the previously recorded Declaration as set forth hereinafter.

NOW, THEREFORE, Declarant and the undersigned Owners hereby declare the Condominium Declaration for The Wildflower Condominiums recorded on Film 1322, Reception No. 647944 shall be amended as follows:

1. Section 1.11 shall be amended to state as follows:

1.11 DECLARANT means MCSTAIN ENTERPRISES, INC., a Colorado corporation but from the date of this Amendment, an assignee of McStain Enterprises, Inc. who is not a wholly owned subsidiary of McStain Enterprises, Inc. shall not be a Declarant without the written approval of the Board of Directors.

2. Section 1.22 shall be amended to state as follows:

1.22 The Map means THE CONDOMINIUM MAP OF THE WILDFLOWER CONDOMINIUMS which may be filed in whole or in part, and if filed in part shall be supplemented as determined by the Declarant, depicting thereon:

- a) the legal description of the surface of the Property; and
- b) the linear measurements and locations, with reference to the exterior boundaries of the Property, the Buildings and all improvements built on the Property; and

c) floor plans and elevation plans of the Buildings on the Property showing the location, the designation and the linear dimensions of each Condominium apartment, Garage Spaces, Parking Spaces, Garage Aprons, Storage Spaces and Basement Spaces and the designation of all 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 Units and of the Buildings.

The Map, and any supplements thereto, shall contain a statement of an architect, engineer or registered land surveyor certifying that The Map fully and accurately depicts the layout, measurements and location of all of the improvements, the Condominium Apartment designations, the dimensions of such Condominium Apartments and the elevations of the floors and ceilings and that The Map was prepared subsequent to substantial completion of the improvements.

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 supplements thereto in accordance with ARTICLE TWELVE hereof. This reservation shall terminate at the termination of the Declarant's right of expansion in accordance with Paragraph 12.2 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 this Map to (a) insure that the language and all particulars used in The Map and contained in the Declaration are identical; (b) establish, vacate and relocate outside the Buildings utility easements, driveway easements and parking spaces; and (c) establish certain Common Elements as Limited Common Elements.

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

The Map and any supplement(s) thereto is incorporated herein by reference as if set forth in its entirety.

59-3

3. Section 3.7 shall be amended to state as follows:

3.7 Declarant's Easements. Anything to the contrary herein notwithstanding, the Declarant and/or its agents hereby reserve reasonable easements and rights of way over all Common Elements and all Apartments not conveyed for the sole purpose of constructing improvements to the Project and/or making repairs required pursuant to the Declaration or pursuant to contracts of sale made with Unit Purchasers, but only if access thereto is otherwise not reasonably available. Such easements and rights of way however, shall not inhibit the use of the Common Elements by the Owners and their guests. The Declarant shall be fully responsible for any damage to the Common Elements caused by its use of such easements and rights of way.

These reservations shall terminate at the termination of the Declarant's right of expansion in accordance with Paragraph 12.2 hereof.

4. Section 12.2 shall be amended to state as follows:

12.2 Supplemental Declarations and Supplemental Condominium Maps. Such expansion may be accomplished by the filing for record by Declarant in the office of the Clerk and Recorder for Boulder County, Colorado, no later than December 31, 1994, a supplement or supplements to this Declaration containing a legal description of the new Real Property or Properties to be added, together with a Supplemental Condominium Map or Maps containing the same information with respect to the new Real Property as was required on the original Condominium Map with respect to the initial Real Property. The date set forth above for filing supplements to the Declaration may be further extended by written consent of a majority of the Board of Directors which consent shall be recorded in the Office of the Clerk and Recorder for Boulder County. 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 intended improvements in future phases must be substantially completed prior to being brought within the Condominium Project and a certificate of substantial completion received from the Board of Directors before the expansion shall be effective.

59

5. Section 14.4 shall be amended to state as follows:

14.4 Temporary Use by the Declarant. Notwithstanding any provision herein contained to the contrary, during the period of construction and sale, it shall be expressly permissible for the Declarant to maintain upon the Project, without charge, such facilities as may be reasonably required, convenient or incidental for construction or sales purposes, including but not limited to, a business office, storage area, nursery, construction yard and structures, signs, model condominium apartments and sales offices.

No maintenance of such facilities or use or activity by Declarant shall 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. Declarant agrees to provide to the Board of Directors for its information, plans for such facilities prior to construction of such facilities.

6. Section 5.9 shall be amended to state as follows:

5.9 Declarant's Obligations. The Declarant for each Unit owned by Declarant within each phase of the Project, shall pay to the Association twenty-five (25%) percent of the Annual Assessment for Common Expenses until such time as the Unit is sold, leased or occupied as a residence. Upon the happening of any of the above, such Unit shall be liable for the payment of the full Annual Assessment for Common Expenses.

The Declarant agrees that it has a binding obligation and a duty to pay any deficit or shortage which may arise in connection with the increase in the estimated budget attributable to the annexed property for the initial period of the operation of the Association with respect to the annexed property. The obligation of the Declarant to subsidize the obligations of the Association shall terminate when the last Unit within the Project is sold, leased or occupied as a residence.

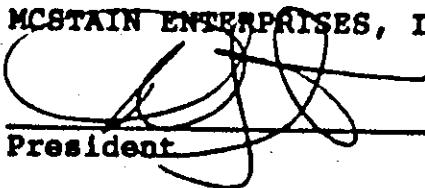
7. If not already converted, as of the date of this Agreement there shall be one Class of voting membership as described under Section 4.5 and shall be made up of all Owners including Declarant with there being one vote for each Unit owned.

In all other respects, the Condominium Declaration for The Wildflower Condominiums recorded September 21, 1984, Film 1322, Reception No. 647944 shall remain in full force and effect.

57

IN WITNESS WHEREOF, the undersigned as Declarant and Owners of  
not less than eighty (80%) percent of the Units within The  
Wildflower Condominiums have caused this document to be executed  
this 11<sup>th</sup> day of SEPTEMBER, 1993.

MCSTAIN ENTERPRISES, INC., A COLORADO CORPORATION



President

ATTEST:

Richard Miyamoto  
Secretary

STATE OF COLORADO      )  
COUNTY OF BOULDER      ) ss.  
                            )

The foregoing document was acknowledged before me this 11<sup>th</sup> day of SEPTEMBER, 1993, by Thomas R. Hoyt, as President and Richard Miyamoto, as Secretary of McStain Enterprises, Inc., a Colorado corporation.

WITNESS my hand and official seal.

My commission expires: 12-7-96

Dave V. Hunt  
Notary Public



RECEIVED  
MAY 1994  
PRESIDENTIAL RECORDS  
1000 15TH STREET  
DENVER CO 80202

FIRST

( ) 1688  
**SUPPLEMENTAL CONDOMINIUM DECLARATION**

FOR

**THE WILDFLOWER CONDOMINIUMS**

**(SECOND PHASE)**

This FIRST SUPPLEMENTAL CONDOMINIUM DECLARATION FOR THE WILDFLOWER CONDOMINIUMS is made this 4th day of December, 1984, by McSTAIN ENTERPRISES, INC., a Colorado Corporation, (herein referred to as the "Declarant").

WITNESSETH:

WHEREAS, the Declarant, has recorded with the Clerk and Recorder of Boulder County, Colorado on the 21st day of September, 1984, on Film 1322 as Reception No. 647944, The Condominium Declaration For The Wildflower Condominiums (herein referred to as the "Declaration"); submitting certain land described therein together with all improvements, appurtenances, and facilities thereon to condominium ownership under the Condominium Ownership Act of the State of Colorado, as amended, hereinafter referred to as the "Project"; and

WHEREAS, the Declarant has reserved the right to expand, in accordance with ARTICLE TWELVE of the Declaration, such expansion to be accomplished by the filing for record by Declarant in the Office of the Clerk and Recorder for Boulder County, Colorado, a Supplemental Condominium Declaration and a Supplemental Condominium Map; and

WHEREAS, the Declarant has further improved the Property, as herein defined, adding twelve Condominium Units to the Project and desires to subject and place upon this expanded Project the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other charges as set forth in the Declaration which is for the purpose of protecting the value and desirability of the expanded Project to the end that a harmonious and attractive development of the expanded Project may be accomplished and the health, comfort, safety, convenience, and general welfare of the Owners thereof as defined in the Declaration and the Declarant may be promoted and safeguarded.

NOW, THEREFORE IT IS AGREED AS FOLLOWS:

1. Declarant hereby submits to the presently existing eighteen Condominium Units, the twelve additional Condominium Units, improvements, appurtenances, and facilities located on the land described on Exhibit "A" attached hereto and by this reference made a part hereof, herein referred to as "Property" to condominium ownership under the Condominium Ownership Act of the State of Colorado, Colo. Rev. Stat. Ann. §38-33-101, et seq., and hereby imposes upon all of the Property the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions set forth in the Declaration. The Declarant hereby declares that all of the Property and any property hereinafter annexed hereto shall hereinafter be held, sold, conveyed, encumbered, leased, rented, occupied, and improved, subject to the following Paragraphs:
2. Each Owner's individual percentage interest in the original and expanded Common Elements of the Project, as determined upon the recording of the Condominium Declaration For The Wildflower Condominiums and the Condominium Map Of The Wildflower Condominiums (herein referred to as the "Map") expanded by the recording of the First

Supplemental Declaration and the First Supplemental Map of The Wildflower Condominiums. Such percentage interest in the Common Elements is 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 Project (including Apartments created on the addditional real property submitted to the Project). The square footage for each Apartment is based upon dimensions which are approximate and the calculation of the individual interests has been rounded. Such percentage interests in the Common Elements are more specifically set forth on Exhibit "B" attached hereto. The percentage interest shown for each Unit is subject to change in accordance with ARTICLE TWELVE of the Declaration.

3. The definitions used in the Declaration shall be expanded automatically to encompass and refer to the Project as expanded. All conveyances of Condominium Units shall be effective to transfer rights in the Project as expanded by use of the form of description set forth in Paragraph 2.3 of the Declaration and the Map as supplemented. The recordation in the records of Boulder County, Colorado of the First Supplemental Declaration and the First Supplemental Map incident to the expansion operates automatically to grant, transfer, and convey to the Owners of Condominium Units as they existed before this expansion respectively an undivided interest as set forth on Exhibit "B" attached hereto in the new Common Elements being added to the Project as the result of such expansion. Such recordation also operates to vest in any Mortgagee (as defined in the Declaration) of any Condominium Unit in the Project as it existed before this expansion a security interest in the new undivided Common Elements interest so acquired by an Owner of a Condominium Unit which were added to the Project as the result of this expansion.

4. The new Condominium Units are subject to all of the terms and conditions of the Declaration as supplemented and such Condominium Units are subject to the condominium regime with all the incidents pertaining thereto as specified therein and herein upon placing the First Supplemental Map and the First Supplemental Declaration of public record in the real estate records of Boulder County, Colorado.

5. Each Owner and Condominium Unit shall be liable for its respective proportionate share of the Annual Assessment for Common Expenses and Special Assessments in accordance with such Unit's undivided interest in the Common Elements, as expanded, in accordance with ARTICLE FIVE of the Declaration.

6. The Owners of each Condominium Unit now or hereafter included in the Condominium Project shall have a perpetual easement and right-of-way for access to and from such Condominium Unit over, upon and across the Common Elements to and from the public streets within and adjacent to the Project.

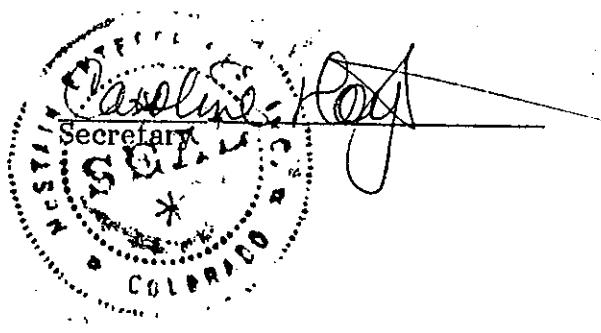
IN WITNESS WHEREOF, the Declarant has executed this First Supplemental Declaration For The Wildflower Condominiums the year and day first above written.

ATTEST:

McSTAIN ENTERPRISES, INC.  
a Colorado Corporation

By:

President



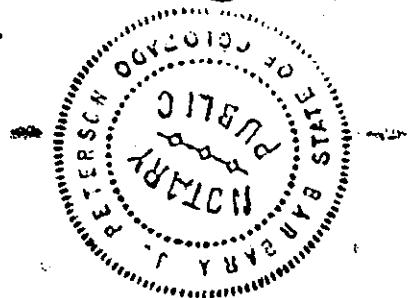
STATE OF COLORADO )  
COUNTY OF BOULDER ) ss.

The foregoing instrument was acknowledged before me this 4th day of December, 1984, by Thomas R. Hoyt as President and Caroline Hoyt as Secretary of McStain Enterprises, Inc., a Colorado Corporation.

My commission expires: December 9, 1987.

WITNESS my hand and official seal.

Bartina J. Person  
Notary Public  
4730 Table Mesa Dr.  
Boulder Co. 80303.



APPROVED:

VETERANS ADMINISTRATION

Date: \_\_\_\_\_

By: Merle C. Shirley

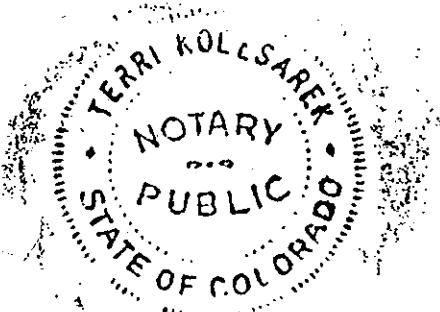
STATE OF COLORADO )  
CITY AND ) ss.  
COUNTY OF DENVER )

On this 10<sup>th</sup> day of DECEMBER, 1984, before me, a Notary Public appeared Merle C. Shirley to me personally known and known to me to be the duly appointed Authorized Agent and person who executed the aforesaid instrument bearing the date of DECEMBER 10, 1984, and acknowledged that he executed the aforesaid instrument for and on behalf of the Veterans Administration for the purposes therein expressed.

My commission expires: 9-26-87.

WITNESS my hand and official seal.

Terry Kolesarek  
Notary Public  
Address: Loan Guaranty Division  
VETERANS ADMINISTRATION  
FEDERAL OFFICE  
DENVER FEDERAL CENTER  
DENVER, COLORADO 80225



**EXHIBIT A**  
**TO THE FIRST SUPPLEMENTAL CONDOMINIUM DECLARATION**  
**FOR THE WILDFLOWER CONDOMINIUMS**  
**(SECOND PHASE)**

---

**LEGAL DESCRIPTION OF THE REAL PROPERTY**  
**SUBMITTED TO THE WILDFLOWER CONDOMINIUM REGIME**  
**(SECOND PHASE)**

---

All that portion of Lot 2, Westfield Second Filing, a subdivision of a part of the Southeast quarter of Section 7, Township 1 South, Range 69 West of the 6th P.M., City of Louisville, County of Boulder, State of Colorado described as follows: Commencing at the Northeast corner of said Lot 2, Westfield Second Filing, thence Southwesterly 37.50 feet along the arc of a curve to the left and along the Northwesterly line of said Lot 2 to a point tangent, said curve having a radius of 1232.77 feet, a central angle of  $01^{\circ}44'34''$  and is subtended by a chord that bears South  $61^{\circ}48'35''$  West, 37.50 feet; thence South  $60^{\circ}56'18''$  West, 83.85 feet along the Northwesterly line of said Lot 2; thence Southwesterly, 63.44 feet along the arc of a curve to the right and along the Northwesterly line of said Lot 2, said curve having a radius of 5353.90 feet, a central angle of  $00^{\circ}40'44''$  and is subtended by a chord that bears South  $61^{\circ}16'40''$  West, 63.44 feet; thence South  $28^{\circ}34'10''$  East, 86.15 feet; thence North  $89^{\circ}05'53''$  East, .77.05 feet to the True Point of Beginning; thence South  $00^{\circ}54'07''$  East, 174.25 feet; thence North  $89^{\circ}05'53''$  East, 249.12 feet to a Point on the Southeasterly line of said Lot 2; thence South  $00^{\circ}54'07''$  East, 111.24 feet along the Southeasterly line of said Lot 2; thence South  $62^{\circ}32'32''$  West, 114.10 feet along the Southeasterly line of said Lot 2; thence South  $89^{\circ}05'53''$  West, 64.56 feet; thence North  $00^{\circ}54'07''$  West, 142.00 feet; thence South  $89^{\circ}05'53''$  West, 78.00 feet; thence North  $00^{\circ}54'07''$  West, 18.00 feet; thence South  $89^{\circ}05'53''$  West, 6.75 feet; thence North  $00^{\circ}54'07''$  West, 26.25 feet; thence South  $89^{\circ}05'53''$  West, 68.75 feet; thence North  $00^{\circ}54'07''$  West, 150.25 feet; thence North  $89^{\circ}05'53''$  East, 71.00 feet to the True Point of Beginning.

## EXHIBIT B

**TO THE FIRST SUPPLEMENTAL CONDOMINIUM DECLARATION  
FOR THE WILDFLOWER CONDOMINIUMS  
(SECOND PHASE)**

**THE WILDFLOWER CONDOMINIUMS  
SCHEDULE OF PERCENTAGE INTERESTS IN THE COMMON ELEMENTS**

Subject to the provisions of ARTICLE TWELVE of the Declaration, each Unit in The Project is hereby vested with an undivided percentage interest in and to the Common Elements as set forth below:

UNIT NO.	FINISHED SQ. FT. PER APARTMENT	PERCENTAGE INTEREST PER UNIT
CA-1	938	3.60
CA-2	747	2.86
CA-3	938	3.60
CA-4	885	3.39
CA-5	938	3.60
CA-6	885	3.39
CA-7	938	3.60
CA-8	560	2.13
CA-9	560	2.13
CA-10	885	3.39
CA-11	938	3.60
CA-12	885	3.39
CA-13	938	3.60
CA-14	747	2.86
CA-15	938	3.60
CA-16	885	3.39
CA-17	938	3.60
CA-18	885	3.39
CA-19	938	3.60
CA-20	747	2.86
CA-21	938	3.60
CA-22	885	3.39
CA-23	938	3.60
CA-24	885	3.39
CA-25	938	3.60
CA-26	747	2.86
CA-27	938	3.60
CA-28	885	3.39
CA-29	938	3.60
CA-30	885	3.39
TOTAL	26,090	100.00

**EXHIBIT B****TO THE FIRST SUPPLEMENTAL CONDOMINIUM DECLARATION  
FOR THE WILDFLOWER CONDOMINIUMS  
(SECOND PHASE)**

---

The Percentage Interest in the Common Elements of each Unit has been 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 of the Apartments in The Project (including Apartments created on the additional real property submitted to The Project). 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 in the Common Elements shown for each Unit is subject to change in accordance with ARTICLE TWELVE of the Declaration.

In the event the Declarant exercises its right to enlarge this Project in Phases by submitting to The Project additional real property in accordance with ARTICLE TWELVE of the Declaration, each Percentage Interest in the Common Elements set forth above will be decreased. The Percentage Interest of each Unit will then be 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 completed Apartments within The Project (including Apartments created on the additional real property submitted to The Project.)

SECOND  
SUPPLEMENTAL CONDOMINIUM DECLARATION  
FOR  
THE WILDFLOWER CONDOMINIUMS  
(THIRD PHASE)

This SECOND SUPPLEMENTAL CONDOMINIUM DECLARATION FOR THE WILDFLOWER CONDOMINIUMS is made this 15<sup>th</sup> day of March, 1985, by McSTAIN ENTERPRISES, INC., a Colorado Corporation, (herein referred to as the "Declarant").

WITNESSETH:

WHEREAS, the Declarant, has recorded with the Clerk and Recorder of Boulder County, Colorado on the 21st day of September, 1984, on Film 1322 as Reception No. 647944, The Condominium Declaration For The Wildflower Condominiums (herein referred to as the "Declaration") together with a First Supplemental Declaration thereto recorded on Film 1339, as Reception No. 670144, submitting certain land described therein together with all improvements, appurtenances, and facilities thereon to condominium ownership under the Condominium Ownership Act of the State of Colorado, as amended, hereinafter referred to as the "Project"; and

WHEREAS, the Declarant has reserved the right to expand, in accordance with ARTICLE TWELVE of the Declaration, such expansion to be accomplished by the filing for record by Declarant in the Office of the Clerk and Recorder for Boulder County, Colorado, a Supplemental Condominium Declaration and a Supplemental Condominium Map; and

WHEREAS, the Declarant has further improved the Property, as herein defined, adding twelve Condominium Units to the Project and desires to subject and place upon this expanded Project the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other charges as set forth in the Declaration which is for the purpose of protecting the value and desirability of the expanded Project to the end that a harmonious and attractive development of the expanded Project may be accomplished and the health, comfort, safety, convenience, and general welfare of the Owners thereof as defined in the Declaration and the Declarant may be promoted and safeguarded.

NOW, THEREFORE IT IS AGREED AS FOLLOWS:

1. Declarant hereby submits to the presently existing thirty Condominium Units, the twelve additional Condominium Units, improvements, appurtenances, and facilities located on the land described on Exhibit "A" attached hereto and by this reference made a part hereof, herein referred to as "Property" to condominium ownership under the Condominium Ownership Act of the State of Colorado, Colo. Rev. Stat. Ann. §38-33-101, et seq., and hereby imposes upon all of the Property the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions set forth in the Declaration. The Declarant hereby declares that all of the Property and any property hereinafter annexed hereto shall hereinafter be held, sold, conveyed, encumbered; leased, rented, occupied, and improved, subject to the following Paragraphs:

2. Each Owner's individual percentage interest in the original and expanded Common Elements of the Project, as determined upon the recording of the Condominium Declaration For The Wildflower Condominiums and the Condominium Map Of The Wildflower Condominiums expanded by the recording of the First and Second Supplemental Declarations and the First and Second Supplemental Maps of the Wildflower Condominiums. Such percentage interest in the Common Elements of each Unit is 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 Project (including Apartments created on the additional real property submitted to the Project). The square footage for each Apartment is based upon dimensions which are approximate and the calculation of the percentage interests has been rounded. Such percentage interests in the Common Elements are more specifically set forth on Exhibit "B" attached hereto. The percentage interest shown for each Unit is subject to change in accordance with ARTICLE TWELVE of the Declaration.

3. The definitions used in the Declaration shall be expanded automatically to encompass and refer to the Project as expanded. All conveyances of Condominium Units shall be effective to transfer rights in the Project as expanded by use of the form of description set forth in Paragraph 2.3 of the Declaration and the Map as supplemented. The recordation in the records of Boulder County, Colorado of the First and Second Supplemental Declarations and the First and Second Supplemental Maps incident to the expansion operates automatically to grant, transfer, and convey to the Owners of Condominium Units as they existed before this expansion respectively an undivided interest as set forth on Exhibit "B" attached hereto in the new Common Elements being added to the Project as the result of such expansion. Such recordation also operates to vest in any Mortgagee (as defined in the Declaration) of any Condominium Unit in the Project as it existed before this expansion a security interest in the new undivided Common Elements interest so acquired by an Owner of a Condominium Unit which were added to the Project as the result of this expansion.

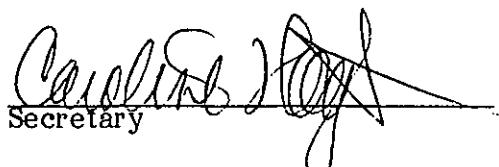
4. The new Condominium Units are subject to all of the terms and conditions of the Declaration as supplemented and such Condominium Units are subject to the condominium regime with all the incidents pertaining thereto as specified therein and herein upon placing the First and Second Supplemental Maps and the First and Second Supplemental Declarations of public record in the real estate records of Boulder County, Colorado.

5. Each Owner and Condominium Unit shall be liable for its respective proportionate share of the Annual Assessment for Common Expenses and Special Assessments in accordance with ARTICLE FIVE of the Declaration.

6. The Owners of each Condominium Unit now or hereafter included in the Condominium Project shall have a perpetual easement and right-of-way for access to and from such Condominium Unit over, upon and across the Common Elements to and from the public streets within and adjacent to the Project.

IN WITNESS WHEREOF, the Declarant has executed this Second Supplemental Declaration for The Wildflower Condominiums the year and day first above written.

ATTEST:

  
Secretary

McSTAIN ENTERPRISES, INC.  
a Colorado Corporation \*

By:

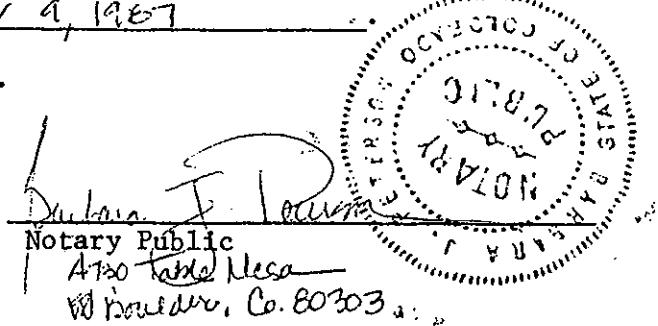
President

STATE OF COLORADO )  
                      )  
COUNTY OF BOULDER ) ss.

The foregoing instrument was acknowledged before me this 25th day of  
February, 1985, by Thomas R. Hoyt President and Caroline Hoyt  
as Secretary of McStain Enterprises, Inc., a Colorado Corporation.

My commission expires: December 9, 1987

WITNESS my hand and official seal.



APPROVED:

VETERANS ADMINISTRATION

Date: February 27, 1985

By: MERLE C. SHIRLEY

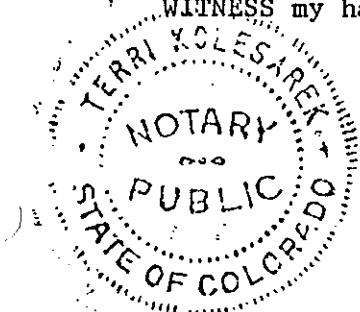
STATE OF COLORADO )  
CITY AND              ) ss.  
COUNTY OF DENVER )

On this 27th day of February, 1985, before me, a Notary Public appeared  
MERLE C. SHIRLEY to me personally known and known to be me to be  
the duly appointed Authorized Agent and person who executed the aforesaid  
instrument bearing the date of February 27, 1985, and acknowledged that he  
executed the aforesaid instrument for and on behalf of the Veterans Administration  
for the purposes therein expressed.

My commission expires: 9-26-87

WITNESS my hand and official seal.

TERRI KOLESAREK  
 Notary Public



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

EXHIBIT A  
TO THE SECOND SUPPLEMENTAL CONDOMINIUM DECLARATION  
FOR THE WILDFLOWER CONDOMINIUMS  
(THIRD PHASE)

---

LEGAL DESCRIPTION OF THE REAL PROPERTY  
SUBMITTED TO THE WILDFLOWER CONDOMINIUMS CONDOMINIUM REGIME

---

All that portion of Lot 2, Westfield Second Filing, a subdivision of a part of the Southeast quarter of Section 7, Township 1 South, Range 69 West of the 6th P.M., City of Louisville, County of Boulder, State of Colorado described as follows: Commencing at the Northeast corner of said Lot 2, Westfield Second Filing, thence Southwesterly, 37.50 feet along the arc of a curve to the left and along the Northwesterly line of said Lot 2 to a point tangent, said curve having a radius of 1232.77 feet, a central angle of  $01^{\circ}44'34''$  and is subtended by a chord that bears South  $61^{\circ}48'35''$  West, 37.50 feet; thence South  $60^{\circ}56'18''$  West, 83.85 feet along the Northwesterly line of said Lot 2; thence Southwesterly, 63.44 feet along the arc of a curve to the right and along the Northwesterly line of said Lot 2, said curve having a radius of 5353.90 feet, a central angle of  $00^{\circ}40'44''$  and is subtended by a chord that bears South  $61^{\circ}16'40''$  West, 63.44 feet; thence South  $28^{\circ}34'10''$  East, 86.15 feet; thence North  $89^{\circ}05'53''$  East, 6.05 feet; thence South  $00^{\circ}54'07''$  East, 150.25 feet to the TRUE POINT OF BEGINNING; thence South  $89^{\circ}05'53''$  West, 56.75 feet; thence South  $00^{\circ}54'07''$  East, 107.00 feet; thence North  $89^{\circ}05'53''$  East, 132.25 feet; thence South  $00^{\circ}54'07''$  East, 79.25 feet; thence North  $89^{\circ}05'53''$  East, 78.00 feet; thence North  $00^{\circ}54'07''$  West, 142.00 feet; thence South  $89^{\circ}05'53''$  West, 78.00 feet; thence North  $00^{\circ}54'07''$  West, 18.00 feet; thence South  $89^{\circ}05'53''$  West, 6.75 feet; thence North  $00^{\circ}54'07''$  West, 26.25 feet; thence South  $89^{\circ}05'53''$  West, 68.75 feet to the TRUE POINT OF BEGINNING.

## EXHIBIT B

**TO THE SECOND SUPPLEMENTAL CONDOMINIUM DECLARATION  
FOR THE WILDFLOWER CONDOMINIUMS  
(THIRD PHASE)**

---

**THE WILDFLOWER CONDOMINIUMS  
SCHEDULE OF PERCENTAGE INTERESTS IN THE COMMON ELEMENTS**

---

Subject to the provisions of ARTICLE TWELVE of the Declaration, each Unit in The Project is hereby vested with an undivided percentage interest in and to the Common Elements as set forth below:

UNIT NO.	FINISHED SQ. FT. PER APARTMENT	PERCENTAGE INTEREST PER UNIT
1	938	2.5545
2	747	2.0343
3	938	2.5545
4	885	2.4101
5	938	2.5545
6	885	2.4101
7	938	2.5545
8	544	1.4815
9	544	1.4815
10	885	2.4101
11	938	2.5545
12	885	2.4101
13	885	2.4101
14	938	2.5545
15	885	2.4101
16	938	2.5545
17	747	2.0343
18	938	2.5545
19	938	2.5545
20	747	2.0343
21	938	2.5545
22	885	2.4101
23	938	2.5545
24	885	2.4101
25	938	2.5545
26	747	2.0343
27	938	2.5545
28	885	2.4101
29	938	2.5545
30	885	2.4101
31	938	2.5545
32	747	2.0343
33	938	2.5545
34	885	2.4101
35	938	2.5545
36	885	2.4101
37	938	2.5545
38	747	2.0343
39	938	2.5545
40	885	2.4101

## EXHIBIT B

TO THE SECOND SUPPLEMENTAL CONDOMINIUM DECLARATION  
FOR THE WILDFLOWER CONDOMINIUMS  
(THIRD PHASE)

UNIT NO.	FINISHED SQ. FT. PER APARTMENT	PERCENTAGE INTEREST PER UNIT
41	938	2.5545
42	885	2.4101
TOTAL	<u>36,720</u>	<u>100%</u>

The Percentage Interest in the Common Elements of each Unit has been 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 of the Apartments in The Project (including Apartments created on the additional real property submitted to The Project). 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 in the Common Elements shown for each Unit is subject to change in accordance with ARTICLE TWELVE of the Declaration.

In the event the Declarant exercises its right to enlarge this Project in Phases by submitting to The Project additional real property in accordance with ARTICLE TWELVE of the Declaration, each Percentage Interest in the Common Elements set forth above will be decreased. The Percentage Interest of each Unit will then be 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 completed Apartments within The Project (including Apartments created on the additional real property submitted to The Project.)

THIRD  
**SUPPLEMENTAL CONDOMINIUM DECLARATION**  
FOR  
**THE WILDFLOWER CONDOMINIUMS**  
**(FOURTH PHASE)**

This THIRD SUPPLEMENTAL CONDOMINIUM DECLARATION FOR THE WILDFLOWER CONDOMINIUMS is made this 25th day of April, 1985, by McSTAIN ENTERPRISES, INC., a Colorado Corporation, (herein referred to as the "Declarant").

WITNESSETH:

WHEREAS, the Declarant, has recorded with the Clerk and Recorder of Boulder County, Colorado on the 21st day of September 1984, on Film 1322 as Reception No. 647944, The Condominium Declaration For The Wildflower Condominiums (herein referred to as the "Declaration") together with First and Second Supplemental Declarations thereto recorded on Film 1339, as Reception No. 670144 and on Film 1346 as Reception No. 679094 respectively, submitting certain land described therein together with all improvements, appurtenances, and facilities thereon to condominium ownership under the Condominium Ownership Act of the State of Colorado, as amended, hereinafter referred to as the "Project"; and

WHEREAS, the Declarant has reserved the right to expand, in accordance with ARTICLE TWELVE of the Declaration, such expansion to be accomplished by the filing for record by Declarant in the Office of the Clerk and Recorder for Boulder County, Colorado, a Supplemental Condominium Declaration and a Supplemental Condominium Map; and

WHEREAS, the Declarant has further improved the Property, adding twelve Condominium Units to the Project and desires to subject and place upon this expanded Project the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other charges as set forth in the Declaration which is for the purpose of protecting the value and desirability of the expanded Project to the end that a harmonious and attractive development of the expanded Project may be accomplished and the health, comfort, safety, convenience, and general welfare of the Owners thereof as defined in the Declaration and the Declarant may be promoted and safeguarded.

NOW, THEREFORE IT IS AGREED AS FOLLOWS:

1. Declarant hereby submits to the presently existing forty-two Condominium Units, the twelve additional Condominium Units, improvements, appurtenances, and facilities located on the land described on Exhibit "A" attached hereto and by this reference made a part hereof, herein referred to as "Property" to condominium ownership under the Condominium Ownership Act of the State of Colorado, Colo. Rev. Stat. Ann. §38-33-101, et seq., and hereby imposes upon all of the Property the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions set forth in the Declaration. The Declarant hereby declares that all of the Property and any property hereinafter annexed hereto shall hereinafter be held, sold, conveyed, encumbered, leased, rented, occupied, and improved, subject to the following Paragraphs:

1-2

2. Each Owner's individual percentage interest in the original and expanded Common Elements of the Project, as determined upon the recording of the Condominium Declaration For The Wildflower Condominiums and the Condominium Map Of The Wildflower Condominiums expanded by the recording of the First, Second and Third Supplemental Declarations and the First, Second and Third Supplemental Maps of the Wildflower Condominiums. Such percentage interest in the Common Elements of each Unit is 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 Project (including Apartments created on the additional real property submitted to the Project). The square footage for each Apartment is based upon dimensions which are approximate and the calculation of the individual interests has been rounded. Such percentage interests in the Common Elements are more specifically set forth on Exhibit "B" attached hereto. The percentage interest shown for each Unit is subject to change in accordance with ARTICLE TWELVE of the Declaration.

3. The definitions used in the Declaration shall be expanded automatically to encompass and refer to the Project as expanded. All conveyances of Condominium Units shall be effective to transfer rights in the Project as expanded by use of the form of description set forth in Paragraph 2.3 of the Declaration and the Map as supplemented. The recordation in the records of Boulder County, Colorado of the First, Second and Third Supplemental Declarations and the First, Second and Third Supplemental Maps incident to the expansion operates automatically to grant, transfer, and convey to the Owners of Condominium Units as they existed before this expansion respectively an undivided interest as set forth on Exhibit "B" attached hereto in the new Common Elements being added to the Project as the result of such expansion. Such recordation also operates to vest in any Mortgagee (as defined in the Declaration) of any Condominium Unit in the Project as it existed before this expansion a security interest in the new undivided Common Elements interest so acquired by an Owner of a Condominium Unit which were added to the Project as the result of this expansion.

4. The new Condominium Units are subject to all of the terms and conditions of the Declaration as supplemented and such Condominium Units are subject to the condominium regime with all the incidents pertaining thereto as specified therein and herein upon placing the First, Second and Third Supplemental Maps and the First, Second and Third Supplemental Declarations of public record in the real estate records of Boulder County, Colorado.

5. Each Owner and Condominium Unit shall be liable for its respective proportionate share of the Annual Assessment for Common Expenses and Special Assessments in accordance with ARTICLE FIVE of the Declaration.

6. The Owners of each Condominium Unit now or hereafter included in the Condominium Project shall have a perpetual easement and right-of-way for access to and from such Condominium Unit over, upon and across the Common Elements to and from the public streets within and adjacent to the Project.

IN WITNESS WHEREOF, the Declarant has executed this Third Supplemental Declaration For The Wildflower Condominiums the year and day first above written.

ATTEST:

Secretary

McSTAIN ENTERPRISES, INC.  
a Colorado Corporation

By:

President

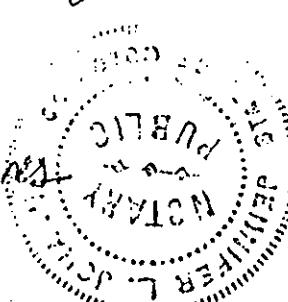
STATE OF COLORADO )  
COUNTY OF BOULDER ) ss.

The foregoing instrument was acknowledged before me this 25 day of  
April, 1985, by Tom Hert as President and Roger Dekoe  
as Secretary of McStain Enterprises, Inc., a Colorado Corporation.

My commission expires: February 25, 1989.

WITNESS my hand and official seal.

Jennifer L. Johnson  
Notary Public



APPROVED:

VETERANS ADMINISTRATION

Date: 4-26-85

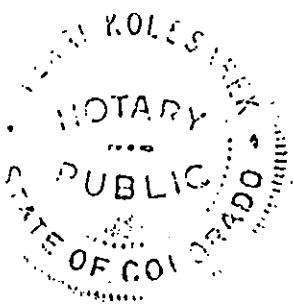
By: Melvyn Shultz

STATE OF COLORADO)  
CITY AND ) ss.  
COUNTY OF DENVER )

On this 26 day of APRIL, 1985, before me, a Notary Public appeared  
to me personally known and known to me to be the duly  
appointed Authorized Agent and person who executed the aforesaid instrument bearing  
the date of 4-26-85, and acknowledged that he executed the  
aforesaid instrument for and on behalf of the Veterans Administration for the purposes  
therein expressed.

My commission expires: 5-26-87.

WITNESS my hand and official seal.



Jennifer L. Johnson  
Notary Public  
Address: Lean Quarterly Division  
VETERANS ADMINISTRATION  
REGIONAL OFFICE  
DENVER FEDERAL CENTER  
DENVER, COLORADO 80226

1-4

**EXHIBIT A**  
**TO THE THIRD SUPPLEMENTAL CONDOMINIUM DECLARATION**  
**FOR THE WILDFLOWER CONDOMINIUMS**  
**(FOURTH PHASE)**

---

**LEGAL DESCRIPTION OF THE REAL PROPERTY**  
**SUBMITTED TO THE WILDFLOWER CONDOMINIUM REGIME**

---

All that portion of Lot 2, Westfield Second Filing, a subdivision of a part of the Southeast quarter of Section 7, Township 1 South, Range 69 West of the 6th P.M., City of Louisville, County of Boulder, State of Colorado described as follows: Commencing at the Northeast corner of said Lot 2, Westfield Second Filing, thence Southwesterly, 37.50 feet along the arc of a curve to the left and along the Northwesterly line of said Lot 2 to a point tangent, said curve having a radius of 1232.77 feet, a central angle of  $01^{\circ}44'34''$  and is subtended by a chord that bears South  $61^{\circ}48'35''$  West, 37.50 feet; thence South  $60^{\circ}56'18''$  West, 83.85 feet along the Northwesterly line of said Lot 2; thence Southwesterly, 63.44 feet along the arc of a curve to the right and along the Northwesterly line of said Lot 2 to the TRUE POINT OF BEGINNING, said curve having a radius of 5353.90 feet, a central angle of  $00^{\circ}40'44''$  and is subtended by a chord that bears South  $61^{\circ}16'40''$  West, 63.44 feet; thence South  $28^{\circ}34'10''$  East, 86.15 feet; thence North  $89^{\circ}05'53''$  East, 6.05 feet; thence South  $00^{\circ}54'07''$  East, 150.25 feet; thence South  $89^{\circ}05'53''$  West, 56.75 feet; thence South  $00^{\circ}54'07''$  East, 24.00 feet; thence South  $89^{\circ}05'53''$  West, 176.25 feet to a point on the Westerly line of said Lot 2; thence North  $00^{\circ}54'07''$  West, 110.00 feet along the Westerly line of said Lot 2; thence Northeasterly, 83.07 feet along the arc of a curve to the right and along the Westerly and Northwesterly line of said Lot 2, said curve having a radius of 75.00 feet, a central angle of  $63^{\circ}27'38''$  and is subtended by a chord that bears North  $30^{\circ}49'42''$  East. 78.89 feet, thence North  $62^{\circ}33'31''$  East, 75.00 feet along the Northwesterly line of said Lot 2; thence Northeasterly, 87.97 feet along the arc of a curve to the left and along the Northwesterly line of said Lot 2 to the TRUE POINT OF BEGINNING, said curve having a radius of 5353.90 feet, a central angle of  $00^{\circ}56'29''$  and is subtended by a chord that bears North  $62^{\circ}05'16''$  East, 87.97 feet.

## EXHIBIT B

Page One of Three

10

TO THE THIRD SUPPLEMENTAL CONDOMINIUM DECLARATION  
FOR THE WILDFLOWER CONDOMINIUMS  
(FOURTH PHASE)

---

THE WILDFLOWER CONDOMINIUMS  
SCHEDULE OF PERCENTAGE INTERESTS IN THE COMMON ELEMENTS

---

Subject to the provisions of ARTICLE TWELVE of the Declaration, each Unit in The Project is hereby vested with an undivided percentage interest in and to the Common Elements as set forth below:

UNIT NO.	FINISHED SQ. FT. PER APARTMENT	PERCENTAGE INTEREST PER UNIT
1	938	1.9797
2	747	1.5765
3	938	1.9797
4	885	1.8678
5	938	1.9797
6	885	1.8678
7	938	1.9797
8	544	1.1481
9	544	1.1481
10	885	1.8678
11	938	1.9797
12	885	1.8678
13	885	1.8678
14	938	1.9797
15	885	1.8678
16	938	1.9797
17	747	1.5765
18	938	1.9797
19	938	1.9797
20	747	1.5765
21	938	1.9797
22	885	1.8678
23	938	1.9797
24	885	1.8678
25	938	1.9797
26	747	1.5765
27	938	1.9797
28	885	1.8678
29	938	1.9797
30	885	1.8678

## EXHIBIT B

Page Two of Three

**TO THE THIRD SUPPLEMENTAL CONDOMINIUM DECLARATION  
FOR THE WILDFLOWER CONDOMINIUMS  
(FOURTH PHASE)**

**THE WILDFLOWER CONDOMINIUMS  
SCHEDULE OF PERCENTAGE INTERESTS IN THE COMMON ELEMENTS**

UNIT NO.	FINISHED SQ. FT. PER APARTMENT	PERCENTAGE INTEREST PER UNIT
31	938	1.9797
32	747	1.5765
33	938	1.9797
34	885	1.8678
35	938	1.9797
36	885	1.8678
37	938	1.9797
38	747	1.5765
39	938	1.9797
40	885	1.8678
41	938	1.9797
42	885	1.8678
43	938	1.9797
44	747	1.5765
45	938	1.9797
46	885	1.8678
47	938	1.9797
48	885	1.8678
49	938	1.9797
50	747	1.5765
51	938	1.9797
52	885	1.8678
53	938	1.9797
54	885	1.8678
<b>Totals</b>	<b><u>47382</u></b>	<b>100 %</b>

**EXHIBIT B**

**Page Three of Three**

**TO THE THIRD SUPPLEMENTAL CONDOMINIUM DECLARATION  
FOR THE WILDFLOWER CONDOMINIUMS  
(FOURTH PHASE)**

---

The Percentage Interest in the Common Elements of each Unit has been 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 of the Apartments in The Project (including Apartments created on the additional real property submitted to The Project). 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 in the Common Elements shown for each Unit is subject to change in accordance with ARTICLE TWELVE of the Declaration.

In the event the Declarant exercises its right to enlarge this Project in Phases by submitting to The Project additional real property in accordance with ARTICLE TWELVE of the Declaration, each Percentage Interest in the Common Elements set forth above will be decreased. The Percentage Interest of each Unit will then be 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 completed Apartments within The Project (including Apartments created on the additional real property submitted to The Project.)

FOURTH

SUPPLEMENTAL CONDOMINIUM DECLARATION

FOR

THE WILDFLOWER CONDOMINIUMS

(FIFTH PHASE)

THIS FOURTH SUPPLEMENTAL CONDOMINIUM DECLARATION FOR THE WILDFLOWER CONDOMINIUMS is made this 24th day of June, 1986, by MCSTAIN ENTERPRISES, INC., a Colorado Corporation, (herein referred to as the "Declarant").

WITNESSETH:

WHEREAS, the Declarant has recorded with the Clerk and Recorder of Boulder County, Colorado on the 21st day of September 1984, on Film 1322 as Reception No. 647944, The Condominium Declaration For The Wildflower Condominiums (herein referred to as the "Declaration") together with First, Second and Third Supplemental Declarations thereto recorded on Film 1339 as Reception No. 670144, on Film 1346 as Reception No. 679094 and on Film 1356 as Reception No. 691995 respectively, in said Boulder County records, submitting certain land described therein together with all improvements, appurtenances, and facilities thereon to condominium ownership under the Condominium Ownership Act of the State of Colorado, as amended, hereinafter referred to as the "Project"; and

WHEREAS, the Declarant has reserved the right to expand, in accordance with ARTICLE TWELVE of the Declaration, such expansion to be accomplished by the filing for record by Declarant in the Office of the Clerk and Recorder for Boulder County, Colorado, a Supplemental Condominium Declaration and a Supplemental Condominium Map; and

WHEREAS, the Declarant has further improved the Property adding six Condominium Units to the Project and desires to subject and place upon this expanded Project the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other charges as set forth in the Declaration which is for the purpose of protecting the value and desirability of the expanded Project to the end that a harmonious and attractive development of the expanded Project may be accomplished and the health, comfort, safety, convenience, and general welfare of the Owners thereof as defined in the Declaration and the Declarant may be promoted and safeguarded.

## NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Declarant hereby submits to the presently existing fifty-four Condominium Units, the six additional Condominium Units, improvements, appurtenances, and facilities located on the land described on Exhibit "A" attached hereto and by this reference made a part hereof, herein referred to as "Property" to condominium ownership under the Colorado Ownership Act of the State of Colorado, Colo. Rev. Stat. Ann. Section 38-33-101, et seq., and hereby imposes upon all of the Property the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions set forth in the Declaration. The Declarant hereby declares that all of the Property and any property hereinafter annexed hereto shall hereinafter be held, sold, conveyed, encumbered, leased, rented, occupied, and improved, subject to the following paragraphs:
2. Each Owner's individual percentage interest in the original and expanded Common Elements of The Project, as determined upon the recording of the Condominium Declaration for The Wildflower Condominiums and the Condominium Map of The Wildflower Condominiums (herein referred to as the "Map") expanded by the recording of the First, Second, Third and Fourth Supplemental Declarations and the First, Second, Third and Fourth Supplemental Maps of the Wildflower Condominiums. Such percentage interest in the Common Elements is 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 Project (including Apartments created on the additional real property submitted to the Project.) The square footage for each Apartment is based upon dimensions which are approximate and the calculation of the individual interests have been rounded. Such percentage interests in the Common Elements are more specifically set forth on Exhibit "B" attached hereto. The percentage interest shown for each Unit is subject to change in accordance with ARTICLE TWELVE of the Declaration.
3. The definitions used in the Declaration shall be expanded automatically to encompass and refer to the Project as expanded. All conveyances of Condominium Units shall be effective to transfer rights in the Project as expanded by use of the form of description set forth in Paragraph 2.3 of the Declaration and the Map as supplemented. The recordation in the records of Boulder County, Colorado of the First, Second, Third and Fourth Supplemental Declarations and the First, Second, Third and Fourth Supplemental Maps incident to the expansion operates automatically to grant, transfer, and convey to the Owners of Condominium Units as they existed before this expansion respectively an undivided percentage interest as set forth on Exhibit "B" attached hereto in the new Common Elements being added to the

Project as the result of such expansion. Such recordation also operates to vest in any Mortgagee (as defined in the Declaration) of any Condominium Unit in the Project as it existed before this expansion a security interest in the new undivided Common Elements interest so acquired by an Owner of a Condominium Unit which were added to the Project as the result of this expansion.

4. The new Condominium Units are subject to all of the terms and conditions of the Declaration as supplemented and such Condominium Units are subject to the condominium regime with all the incidents pertaining thereto as specified therein and herein upon placing the First, Second, Third and Fourth Supplemental Maps and the First, Second, Third and Fourth Supplemental Declarations of public record in the real estate records of Boulder County, Colorado.

5. Each Owner and Condominium Unit shall be liable for its respective proportionate share of the Annual Assessment for Common Expenses and Special Assessments in accordance with ARTICLE FIVE of the Declaration.

6. The Owners of each Condominium Unit now or hereafter included in the Condominium Project shall have a perpetual easement and right-of-way for access to and from such Condominium Unit over, upon and across the Common Elements to and from the public streets within and adjacent to the Project.

IN WITNESS WHEREOF, the Declarant has executed this Fourth Supplemental Declaration for The Wildflower Condominiums the year and day first above written.

ATTEST:

S/ *Roger Dekoe*

Secretary

STATE OF COLORADO)

) ss.

COUNTY OF BOULDER)

McSTAIN ENTERPRISES, INC., a Colorado Corporation

By: *[Signature]*

President

The foregoing instrument was acknowledged before me this 24th day of June, 1986, by Thomas R. Hoyt as President and Roger Dekoe as Secretary of McStain Enterprises, Inc., a Colorado Corporation.

My commission expires: June 1, 1990.

NOTARY  
PUBLIC

STATE OF COLORADO

*Eve Childress*  
Notary Public

7-4

EXHIBIT A  
TO THE FOURTH SUPPLEMENTAL CONDOMINIUM DECLARATION  
FOR THE WILDFLOWER CONDOMINIUMS  
(FIFTH PHASE)

---

LEGAL DESCRIPTION OF THE REAL PROPERTY  
SUBMITTED TO THE WILDFLOWER CONDOMINIUM REGIME

---

All that portion of Lot 2, Westfield Second Filing, a subdivision of a part of the Southeast quarter of Section 7, Township 1 South, Range 69 West of the 6th P.M., City of Louisville, County of Boulder, State of Colorado according to the plat recorded in Planfile 15-2-13 of the Boulder County, Colorado records described as follows:

Commencing at the Northeast corner of said Lot 2, Westfield Second Filing, thence Southwesterly, 37.50 feet along the arc of a curve to the left and along the Northwesterly line of said Lot 2 to a point tangent, said curve having a radius of 1232.77 feet, a central angle of  $01^{\circ}44'34''$  and is subtended by a chord that bears South  $61^{\circ}48'35''$  West, 37.50 feet; thence South  $60^{\circ}56'18''$  West, 83.85 feet along the Northwesterly line of said Lot 2; thence Southwesterly, 63.44 feet along the arc of a curve to the right and along the Northwesterly line of said Lot 2, said curve having a radius 5353.90 feet, a central angle of  $00^{\circ}40'44''$  and is subtended by a chord that bears South  $61^{\circ}16'40''$  West, 63.44 feet; thence South  $28^{\circ}34'10''$  East, 86.15 feet; thence North  $89^{\circ}05'53''$  East, 6.05 feet; thence South  $00^{\circ}54.07''$  East, 150.25 feet; thence South  $89^{\circ}05'53''$  West, 56.75 feet; thence South  $00^{\circ}54'07''$  East, 24.00 feet to the TRUE POINT OF BEGINNING; thence South  $89^{\circ}05'53''$  West, 176.25 feet to a point on the Westerly line of said Lot 2; thence South  $00^{\circ}54'07''$  East, 75.00 feet along the Westerly line of said Lot 2; thence North  $89^{\circ}05'53''$  East, 176.25 feet to a point from which the TRUE POINT OF BEGINNING bears North  $00^{\circ}54'07''$  West; thence North  $00^{\circ}54'07''$  West, 75.00 feet to the TRUE POINT OF BEGINNING.

**EXHIBIT B**  
**TO THE FOURTH SUPPLEMENTAL CONDOMINIUM DECLARATION**  
**FOR THE WILDFLOWER CONDOMINIUMS**  
**(FIFTH PHASE)**

---

**THE WILDFLOWER CONDOMINIUMS**  
**SCHEDULE OF PERCENTAGE INTERESTS IN THE COMMON ELEMENTS**

---

Subject to the provisions of ARTICLE TWELVE of the Declaration, each Unit in The Project is hereby vested with an undivided percentage interest in and to the Common Elements as set forth below:

UNIT NO.	FINISHED SQ. FT. PER APARTMENT	PERCENTAGE INTEREST PER UNIT
1	938	1.7794
2	747	1.4171
3	938	1.7794
4	885	1.6789
5	938	1.7794
6	885	1.6789
7	938	1.7794
8	544	1.0320
9	544	1.0320
10	885	1.6789
11	938	1.7794
12	885	1.6789
13	885	1.6789
14	938	1.7794
15	885	1.6789
16	938	1.7794
17	747	1.4171
18	938	1.7794
19	938	1.7794
20	747	1.4171
21	938	1.7794
22	885	1.6789
23	938	1.7794
24	885	1.6789
25	938	1.7794

**EXHIBIT B**  
**TO THE FOURTH SUPPLEMENTAL CONDOMINIUM DECLARATION**  
**FOR THE WILDFLOWER CONDOMINIUMS**  
**(FIFTH PHASE)**

UNIT NO.	FINISHED SQ. FT. PER APARTMENT	PERCENTAGE INTEREST PER UNIT
26	747	1.4171
27	938	1.7794
28	885	1.6789
29	938	1.7794
30	885	1.6789
31	938	1.7794
32	747	1.4171
33	938	1.7794
34	885	1.6789
35	938	1.7794
36	885	1.6789
37	938	1.7794
38	747	1.4171
39	938	1.7794
40	885	1.6789
41	938	1.7794
42	885	1.6789
43	938	1.7794
44	747	1.4171
45	938	1.7794
46	885	1.6789
47	938	1.7794
48	885	1.6789
49	938	1.7794
50	747	1.4171
51	938	1.7794
52	885	1.6789
53	938	1.7794
54	885	1.6789
55	938	1.7794
56	747	1.4171
57	938	1.7794
58	885	1.6789
59	938	1.7794
60	885	1.6789
TOTAL	52713	100%

77

**EXHIBIT B**                   **Page Three of Three**  
**TO THE FOURTH SUPPLEMENTAL CONDOMINIUM DECLARATION**  
**FOR THE WYILDFLOWER CONDOMINIUMS**  
**(FIFTH PHASE)**

---

The Percentage Interest in the Common Elements of each Unit has been 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 of the Apartments in The Project (including Apartments created on the additional real property submitted to The Project). 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 in the Common Elements shown for each Unit is subject to change in accordance with ARTICLE TWELVE of the Declaration.

In the event the Declarant exercises its right to enlarge this Project in Phases by submitting to The Project additional real property in accordance with ARTICLE TWELVE of the Declaration, each Percentage Interest in the Common Elements set forth above will be decreased. The Percentage Interest of each Unit will then be 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 completed Apartments within The Project (including Apartments created on the additional real property submitted to The Project).

PL # 2176

FIFTH

SUPPLEMENTAL CONDOMINIUM DECLARATION

FOR

THE WILDFLOWER CONDOMINIUMS

(SIXTH PHASE)

THIS FIFTH SUPPLEMENTAL CONDOMINIUM DECLARATION FOR THE WILDFLOWER CONDOMINIUMS is made this 4<sup>th</sup> day of May, 1987, by MCSTAIN ENTERPRISES, INC., a Colorado Corporation, (herein referred to as the "Declarant").

WITNESSETH:

WHEREAS, the Declarant has recorded with the Clerk and Recorder of Boulder County, Colorado on the 21st day of September 1984, on Film 1322 as Reception No. 647944, The Condominium Declaration For The Wildflower Condominiums (herein referred to as the "Declaration") together with First, Second, Third and Fourth Supplemental Declarations thereto recorded on Film 1339 as Reception No. 670144, on Film 1346 as Reception No. 679094, Film 1356 as Reception No. 691995 and on Film 1415 as Reception No. 769472 respectively, in said Boulder County records, submitting certain land described therein together with all improvements, appurtenances, and facilities thereon to condominium ownership under the Condominium Ownership Act of the State of Colorado, as amended, hereinafter referred to as the "Project"; and

WHEREAS, the Declarant has reserved the right to expand, in accordance with ARTICLE TWELVE of the Declaration, such expansion to be accomplished by the filing for record by Declarant in the Office of the Clerk and Recorder for Boulder County, Colorado, a Supplemental Condominium Declaration and a Supplemental Condominium Map; and

WHEREAS, the Declarant has further improved the Property adding six Condominium Units to the Project and desires to subject and place upon this expanded Project the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other charges as set forth in the Declaration which is for the purpose of protecting the value and desirability of the expanded Project to the end that a harmonious and attractive development of the expanded Project may be accomplished and the health, comfort, safety, convenience, and general welfare of the Owners thereof as defined in the Declaration and the Declarant may be promoted and safeguarded.

\* MAP NOT YET  
RECORDED  
1-21-S 1  
SAME LEGAL  
AS DT  
# 839976

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Declarant hereby submits to the presently existing sixty Condominium Units, the six additional Condominium Units, improvements, appurtenances, and facilities located on the land described on Exhibit "A" attached hereto and by this reference made a part hereof, herein referred to as "Property" to condominium ownership under the Colorado Ownership Act of the State of Colorado, Colo. Rev. Stat. Ann. Section 38-33-101, et seq., and hereby imposes upon all of the Property the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions set forth in the Declaration. The Declarant hereby declares that all of the Property and any property hereinafter annexed hereto shall hereinafter be held, sold, conveyed, encumbered, leased, rented, occupied, and improved, subject to the following paragraphs:
2. Each Owner's individual percentage interest in the original and expanded Common Elements of The Project, as determined upon the recording of the Condominium Declaration for The Wildflower Condominiums and the Condominium Map of The Wildflower Condominiums (herein referred to as the "Map") expanded by the recording of the First, Second, Third, Fourth and Fifth Supplemental Declarations and the First, Second, Third, Fourth and Fifth Supplemental Maps of the Wildflower Condominiums. Such percentage interest in the Common Elements is 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 Project (including Apartments created on the additional real property submitted to the Project.) The square footage for each Apartment is based upon dimensions which are approximate and the calculation of the individual interests have been rounded. Such percentage interests in the Common Elements are more specifically set forth on Exhibit "B" attached hereto. The percentage interest shown for each Unit is subject to change in accordance with ARTICLE TWELVE of the Declaration.
3. The definitions used in the Declaration shall be expanded automatically to encompass and refer to the Project as expanded. All conveyances of Condominium Units shall be effective to transfer rights in the Project as expanded by use of the form of description set forth in Paragraph 2.3 of the Declaration and the Map as supplemented. The recordation in the records of Boulder County, Colorado of the First, Second, Third, Fourth and Fifth Supplemental Declarations and the First, Second, Third, Fourth and Fifth Supplemental Maps incident to the expansion operates automatically to grant, transfer, and convey to the Owners of Condominium Units as they existed before this expansion respectively an undivided percentage interest as set forth on Exhibit "B" attached hereto in the new Common Elements being added to the Project as the result of such expansion. Such

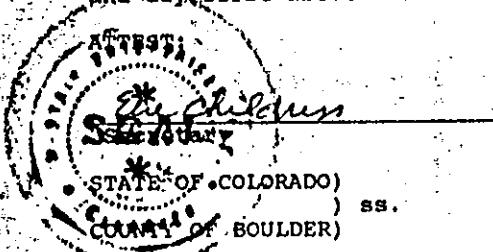
recordation also operates to vest in any Mortgagee (as defined in the Declaration) of any Condominium Unit in the Project as it existed before this expansion a security interest in the new undivided Common Elements interest so acquired by an Owner of a Condominium Unit which were added to the Project as the result of this expansion.

4. The new Condominium Units are subject to all of the terms and conditions of the Declaration as supplemented and such Condominium Units are subject to the condominium regime with all the incidents pertaining thereto as specified therein and herein upon placing the First, Second, Third, Fourth and Fifth Supplemental Maps and the First, Second, Third, Fourth and Fifth Supplemental Declarations of public record in the real estate records of Boulder County, Colorado.

5. Each Owner and Condominium Unit shall be liable for its respective proportionate share of the Annual Assessment for Common Expenses and Special Assessments in accordance with ARTICLE FIVE of the Declaration.

6. The Owners of each Condominium Unit now or hereafter included in the Condominium Project shall have a perpetual easement and right-of-way for access to and from such Condominium Unit over, upon and across the Common Elements to and from the public streets within and adjacent to the Project.

IN WITNESS WHEREOF, the Declarant has executed this Fifth Supplemental Declaration for The Wildflower Condominiums the year and day first above written.



MCSTAIN ENTERPRISES, INC.

By: *Ely Childress*  
President

The foregoing instrument was acknowledged before me this  
4<sup>th</sup> day of May, 1987, by Thomas J. Scott  
as President and Ely Childress as Secretary  
of McStain Enterprises, Inc., a Colorado Corporation.

My commission expires: Sept. 8, 1990.

WITNESS my hand and official seal.

*Jane A. Harnsberger*  
Notary Public



84

APPROVED:

VETERANS ADMINISTRATION

Date:

4-10-87

By:

*Joe Reno*

STATE OF COLORADO      )  
 CITY AND                  ) ss.  
 COUNTY OF DENVER        )

On this 10th day of April, 1987, before me a Notary Public appeared JOE RENO to me personally known and known to me to be the duly appointed Authorized Agent and person who executed the aforesaid instrument bearing the date of 4-10-87, and acknowledged that he executed the aforesaid instrument for and on behalf of the Veterans Administration for the purpose therein expressed.

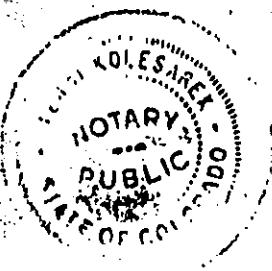
My commission expires: 9/26/87

WITNESS my hand and official seal.

*Yuri K. Klyuchnik*

Notary Public

Construction and Valuation (262)  
 VA Regional Office  
 44 Union Boulevard  
 Box 25126  
 Denver, CO 80225



85

EXHIBIT A  
TO THE FIFTH SUPPLEMENTAL CONDOMINIUM DECLARATION  
FOR THE WILDFLOWER CONDOMINIUMS  
(SIXTH PHASE)

**LEGAL DESCRIPTION OF THE REAL PROPERTY  
SUBMITTED TO THE WILDFLOWER CONDOMINIUM REGIME**

All that portion of Lot 2, Westfield Second Filing, a subdivision of a part of the Southeast quarter of Section 7, Township 1 South, Range 69 West of the 6th P.M., City of Louisville, County of Boulder, State of Colorado, according to the plat recorded in Planfile 15-2-13 of the Boulder County, Colorado records, described as follows:

Commencing at the Northeast corner of said Lot 2, Westfield Second Filing, thence Southwesterly, 37.50 feet along the arc of a curve to the left and along the Northwesterly line of said Lot 2 to a point tangent, said curve having a radius of 1232.77 feet, a central angle of 01°44'34" and is subtended by a chord that bears South 61°48'35" West, 37.50 feet; thence South 60°56'18" West, 83.85 feet along the Northwesterly line of said Lot 2; thence Southwesterly, 63.44 feet along the arc of a curve to the right and along the Northwesterly line of said Lot 2, said curve having a radius of 5353.90 feet, a central angle of 00°40'44" and is subtended by a chord that bears South 61°16'40" West, 63.44 feet; thence South 28°34'10" East, 86.15 feet; thence North 89°05'53" East, 6.05 feet; thence South 00°54'07" East, 150.25 feet; thence South 89°05'53" West, 56.75 feet; thence South 00°54'07" East, 99.00 feet to the TRUE POINT OF BEGINNING; thence South 00°54'07" East, 8.00 feet; thence North 89°05'53" East, 132.25 feet; thence South 00°54'07" East, 79.25 feet; thence North 89°05'53" East, 142.56 feet to a point on the Easterly line of said Lot 2; thence South 62°32'32" West, 37.03 feet along the Easterly line of said Lot 2 to an angle point in the Easterly line of said Lot 2; thence South 27°30'00" West, 39.16 feet along the Easterly line of said Lot 2; thence South 89°05'53" West, 245.31 feet; thence North 00°54'07" West, 72.25 feet; thence South 89°05'53" West, 154.00 feet to a point on the Westerly line of said Lot 2; thence North 00°54'07" West, 66.00 feet along the Westerly line of said Lot 2 to a point from which the true point of beginning bears North 89°05'53" East; thence North 89°05'53" East, 176.25 feet to the TRUE POINT OF BEGINNING.

**EXHIBIT B**  
**TO THE FIFTH SUPPLEMENTAL CONDOMINIUM DECLARATION**  
**FOR THE WILDFLOWER CONDOMINIUMS**  
**(SIXTH PHASE)**

**THE WILDFLOWER CONDOMINIUMS**  
**SCHEDULE OF PERCENTAGE INTERESTS IN THE COMMON ELEMENTS**

Subject to the provisions of ARTICLE TWELVE of the Declaration, each Unit in The Project is hereby vested with an undivided percentage interest in and to the Common Elements as set forth below:

UNIT NO.	FINISHED SQ. FT.	PERCENTAGE INTEREST PER UNIT
1	938	1.6160
2	747	1.2870
3	939	1.6160
4	885	1.5247
5	938	1.6160
6	885	1.5247
7	938	1.6160
8	544	0.9373
9	544	0.9373
10	885	1.5247
11	938	1.6160
12	885	1.5247
13	885	1.5247
14	938	1.6160
15	885	1.5247
16	938	1.6160
17	747	1.2870
18	938	1.6160
19	938	1.6160
20	747	1.2870
21	920	1.6160
22	885	1.5247
23	938	1.6160
24	885	1.5247
25	938	1.6160
26	747	1.2870
27	938	1.6160
28	885	1.5247
29	938	1.6160

BLDG. 4

BLDG. 5

Page TWO of Three

EXHIBIT B  
TO THE FIFTH SUPPLEMENTAL CONDOMINIUM DECLARATION  
FOR THE WILDFLOWER CONDOMINIUMS  
(SIXTH PHASE)

UNIT NO.	FINISHED SQ. FT. PER APARTMENT	PERCENTAGE INTEREST PER UNIT
30	885	1.5247
31	938	1.6160
32	747	1.2870
33	938	1.6160
34	883	1.5247
35	938	1.6160
36	885	1.5247
37	938	1.6160
38	747	1.2870
39	938	1.6160
40	885	1.5247
41	938	1.6160
42	885	1.5247
43	938	1.6160
44	747	1.2870
45	938	1.6160
46	883	1.5247
47	938	1.6160
48	885	1.5247
49	938	1.6160
50	747	1.2870
51	938	1.6160
52	885	1.5247
53	938	1.6160
54	885	1.5247

EXHIBIT B                  Page Three of Three  
 TO THE FIFTH SUPPLEMENTAL CONDOMINIUM DECLARATION  
 FOR THE WILDFLOWER CONDOMINIUMS  
 (SIXTH PHASE)

UNIT NO.	FINISHED SQ. FT. PER APARTMENT	PERCENTAGE INTEREST PER UNIT
55	938	1.6160
56	747	1.2370
57	678	1.6160
58	883	1.5247
59	938	1.6160
60	883	1.5247
61	938	1.6160
62	747	1.2370
63	938	1.6160
64	883	1.5247
65	938	1.6160
66	883	1.5247
	58044	100

The Percentage Interest in the Common Elements of each Unit has been 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 of the Apartments in The Project (including Apartments created on the additional real property submitted to The Project). 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 in the Common Elements shown for each Unit is subject to change in accordance with ARTICLE TWELVE of the Declaration.

In the event the Declarant exercises its right to enlarge this Project in Phases by submitting to The Project additional real property in accordance with ARTICLE TWELVE of the Declaration, each Percentage Interest in the Common Elements set forth above will be decreased. The Percentage Interest of each Unit will then be 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 completed Apartments within The Project (including Apartments created on the additional real property submitted to The Project).

7.1  
#35495  
601338482 09/17/93 01:58 PM REAL ESTATE RECORDS  
F1875 CHARLOTTE HOUSTON BOULDER CNTY CO RECORDER

SIXTH SUPPLEMENTAL CONDOMINIUM

DECLARATION FOR

THE WILDFLOWER CONDOMINIUMS

THIS SIXTH SUPPLEMENTAL CONDOMINIUM DECLARATION FOR THE  
WILDFLOWER CONDOMINIUMS is made this 10<sup>th</sup> day of  
September, 1993, by McStain Enterprises, Inc., a  
Colorado corporation, (herein referred to as the "Declarant").  
35

WITNESSETH:

WHEREAS, the Declarant has recorded with the Clerk and Recorder of Boulder County, Colorado on the 21st day of September 1983, on Film 1322 as Reception No. 647944, The Condominium Declaration for the Wildflower Condominiums (herein referred to as the "Declaration") together with Supplemental Declarations for The Wildflower Condominiums thereto recorded in said Boulder County records, submitting certain land described therein together with all improvements, appurtenances, and facilities thereon to condominium ownership under the Condominium Ownership Act of the State of Colorado, as amended, hereinafter referred to as the "Project"; and,

WHEREAS, the Declarant has reserved the right to expand, in accordance with Article twelve of the Declaration, such expansion to be accomplished by the filing for record by Declarant in the Office of the Clerk and Recorder for Boulder County, Colorado a Supplemental Condominium Declaration and a Supplemental Condominium Map; and

WHEREAS, the Declarant has further improved the property adding 12 condominium Units to the Project and desires to subject and place upon this expanded Project the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other charges as set forth in the Declaration which is for the purpose of protecting the value and desirability of the expanded Project and the health, comfort, safety, convenience, and general welfare of the Owners thereof as defined in the Declaration.

1. Declarant hereby submits to the presently existing condominium Units, the additional condominium Units, improvements, appurtenances, and facilities located on the land described on Exhibit "A" attached hereto and by this reference made a part hereof, herein referred to as "Property" to condominium ownership under Section 38-33-101, et seq. of the Colorado Revised Statutes and hereby imposes upon all of the Property the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions set forth in the Declaration. The Declarant hereby declares that all of the Property and any property hereinafter annexed hereto shall hereinafter be held, sold, conveyed, encumbered, leased,

RE-RECORD TO FILL IN THE BLANK

#61358588 11/05/93 02:03 PM REAL ESTATE RECORDS  
F1899 CHARLOTTE HOUSTON BOULDER CNTY CO RECORDER

See on back

7.2

rented, occupied, and improved subject to the following paragraph.

2. Each Owner's individual percentage interest in the original and expanded Common Elements of the Project has been determined by the recording of the Condominium Declaration and Amendments thereto for the Wildflower Condominiums and the Condominium Map and amendments thereto of the Wildflower Condominium (herein referred to as the "Map"). Such percentage interest in the Common Elements is determined by the Declarant on the basis of the proportion which the approximate square footage finished area of each Unit bears to the total approximate square footage finished area of all Units in the Project (including Units created on the additional real property submitted to the Project). The square footage for each Unit is based upon dimensions which are approximate and the calculation of the individual interests have been rounded. Such revised percentage interests in the Common Elements are more specifically set forth on Exhibit "B" attached hereto. The percentage interest shown for each Unit is subject to change in accordance with Article Twelve of the Declaration.

3. The definitions used in the Declaration shall be expanded automatically to encompass and refer to the Project as expanded. All conveyances of Condominium Units shall be effective to transfer rights in the Project as expanded by use of the form of description set forth in Paragraph 2.3 of the Declaration and the Map as supplemented. The recordation in the records of Boulder County, Colorado of the Supplemental Maps incident to the expansion operates automatically to grant, transfer, and convey to the Owners of the Condominium Units as they existed before this expansion respectively an undivided percentage interest as set forth on Exhibit "B" attached hereto in the new Common Elements being added to the Project as the result of such expansion. Such recordation also operates to vest in any Mortgagor (as defined in the Declaration) of any Condominium Unit in the Project as it existed before this expansion a security interest in the new undivided Common Elements interest so acquired by an Owner of a Condominium Unit which were added to the Project as the result of this expansion.

4. The new Condominium Units are subject to all of the terms and conditions of the Declaration as supplemented and such Condominium Units are subject to the condominium regime with all the incidents pertaining thereto as specified therein and herein upon placing the Supplemental maps and the Supplemental Declarations of public record in the real estate records of Boulder County, Colorado.

7.3

5. Each Owner and Condominium Unit shall be liable for its respective proportionate share of the Annual Assessment for Common Expenses and Special Assessments in accordance with Article Five of the Declaration.

6. The Owners of each Condominium Unit now or hereafter included in the Condominium Project shall have a perpetual easement and right-of-way for access to and from such Condominium Unit over, upon and across the Common Elements to and from the public streets within and adjacent to the Project.

IN WITNESS WHEREOF, the Declarant has executed this Sixth Supplemental Declaration for the Wildflower Condominiums the year and day first above written.

ATTEST:

*Thomas R. Hoyt*  
Secretary  
STATE OF COLORADO  
COUNTY of Boulder

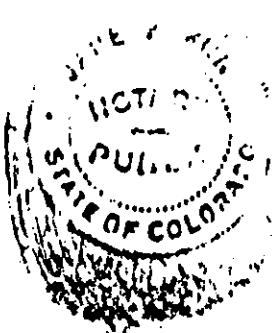
MCSTAIN ENTERPRISES, INC.,  
a Colorado corporation,  
By: *R. Hoyt*  
President

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of SEPTEMBER, 1993 by Thomas R. Hoyt, President and RICHARD HINMOTO, Secretary of McStain Enterprises, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 12-7-96

*Jane V. Hunt*  
Notary Public



C:\r\mcstain\stheupp.doc

7-4

EXHIBIT A  
TO THE SIXTH SUPPLEMENTAL CONDOMINIUM DECLARATION  
FOR THE WILDFLOWER CONDOMINIUMS  
(SEVENTH PHASE)

LEGAL DESCRIPTION OF THE REAL PROPERTY  
SUBMITTED TO THE WILDFLOWER CONDOMINIUM REGIME

All that portion of Lot 2, Westfield Second Filing, a subdivision of a part of the Southeast quarter of Section 7, Township 1 South, Range 69 West of the 6th P.M., City of Louisville, County of Boulder, State of Colorado, according to the plat recorded in Planfile 15-2-13 of the Boulder County, Colorado records, described as follows:

Commencing at the most northerly corner of said Lot 2, Westfield Second Filing, thence Southwesterly, 37.50 feet along the arc of a curve to the left and along the northwesterly line of said Lot 2 to a point tangent, said curve having a radius of 1232.77 feet, a central angle of  $01^{\circ}44'34''$  and is subtended by a chord that bears South  $61^{\circ}48'35''$  West, 37.50 feet; thence South  $60^{\circ}56'18''$  West, 83.85 feet along the northwesterly line of said Lot 2; thence southwesterly, 63.44 feet along the arc of a curve to the right and along the northwesterly line of said Lot 2, said curve having a radius of 5353.90 feet, a central angle of  $00^{\circ}40'44''$  and is subtended by a chord that bears South  $61^{\circ}16'40''$  West, 63.44 feet; thence South  $28^{\circ}34'10''$  East, 86.15 feet; thence North  $89^{\circ}05'53''$  East, 6.05 feet; thence South  $00^{\circ}54'07''$  East, 150.25 feet; thence South  $89^{\circ}05'53''$  West, 56.75 feet; thence South  $00^{\circ}54'07''$  East, 107.00 feet; thence North  $89^{\circ}05'53''$  East, 132.25 feet; thence South  $00^{\circ}54'07''$  East, 79.25 feet; thence North  $89^{\circ}05'53''$  East, 142.56 feet to a point on the easterly line of said Lot 2; thence South  $62^{\circ}32'32''$  West, 37.03 feet along the easterly line of said Lot 2 to an angle point in the easterly line of said Lot 2; thence South  $27^{\circ}30'00''$  West, 39.16 feet along the easterly line of said Lot 2 to the TRUE POINT OF BEGINNING; thence South  $89^{\circ}05'53''$  West, 245.31 feet; thence North  $00^{\circ}54'07''$  West, 72.25 feet; thence South  $89^{\circ}05'53''$  West, 154.00 feet to a point on the westerly line of said Lot 2; thence South  $00^{\circ}54'07''$  East, 105.00 feet along the westerly line of said Lot 2; thence North  $89^{\circ}05'53''$  East, 149.00 feet; thence South  $00^{\circ}54'07''$  East, 92.00 feet; thence North  $89^{\circ}05'53''$  East, 173.55 feet to a point on the easterly line of said Lot 2; thence North  $04^{\circ}00'00''$  West, 21.16 feet along the easterly line of said Lot 2 to an angle point in the easterly line of said Lot 2; thence North  $42^{\circ}00'00''$  East, 76.85 feet along the easterly line of said Lot 2 to an angle point in the easterly line of said Lot 2; thence North  $27^{\circ}30'00''$  East, 53.80 feet to the TRUE POINT OF BEGINNING. Contains 0.966025 acres more or less.

EXHIBIT B  
TO THE SIXTH SUPPLEMENTAL CONDOMINIUM DECLARATION  
FOR THE WILDFLOWER CONDOMINIUMS  
(SEVENTH PHASE)

THE WILDFLOWER CONDOMINIUMS  
SCHEDULE OF PERCENTAGE INTEREST IN THE COMMON ELEMENTS

Subject to the provisions of ARTICLE TWELVE of the Declaration, each Unit in The Project is hereby vested with an undivided percentage interest in and to the Common Elements as set forth below:

UNIT NO.	FINISHED SQ. FT. PER UNIT	PERCENTAGE INTEREST PER UNIT
1	938	1.3636
2	747	1.0859
3	938	1.3636
4	885	1.2866
5	938	1.3636
6	885	1.3636
7	938	1.2866
8	885	1.3636
9	544	0.7908
10	544	0.7908
11	885	1.2866
12	938	1.3636
13	885	1.2866
14	885	1.2866
15	938	1.3636
16	885	1.2866
17	938	1.3636
18	747	1.0859
19	938	1.3636
20	938	1.3636
21	747	1.0859
22	938	1.3636
23	885	1.2866
24	938	1.3636
25	885	1.2866
26	938	1.3636
27	747	1.0859
	938	1.3636

7/6

**EXHIBIT B**  
**TO THE SIXTH SUPPLEMENTAL CONDOMINIUM DECLARATION**  
**FOR THE WILDFLOWER CONDOMINIUMS**  
**(SEVENTH PHASE)**

UNIT NO.	FINISHED SQ. FT. PER UNIT	PERCENTAGE INTEREST PER UNIT
28	885	1.2866
29	938	1.3636
30	885	1.2866
31	938	1.3636
32	747	1.0859
33	938	1.3636
34	885	1.2866
35	938	1.3636
36	885	1.2866
37	938	1.3636
38	747	1.0859
39	938	1.3636
40	885	1.2866
41	938	1.3636
42	885	1.2866
43	938	1.3636
44	747	1.0859
45	938	1.3636
46	885	1.2866
47	938	1.3636
48	885	1.2866
49	938	1.3636
50	885	1.2866
51	938	1.3636
52	747	1.0859
53	938	1.3636
54	885	1.2866
55	938	1.3636
56	885	1.2866
57	938	1.3636
58	747	1.0859
59	938	1.3636
60	885	1.2866
61	938	1.3636
62	747	1.0859
63	938	1.3636
64	885	1.2866

**EXHIBIT B**  
**TO THE SIXTH SUPPLEMENTAL CONDOMINIUM DECLARATION**  
**FOR THE WILDFLOWER CONDOMINIUMS**  
**(SEVENTH PHASE)**

UNIT NO.	FINISHED SQ. FT. PER UNIT	PERCENTAGE INTEREST PER UNIT
65	938	
66	885	1.3636
67	946	1.2886
68	752	1.3752
69	946	1.0932
70	891	1.3752
71	946	1.2953
72	891	1.3752
85	946	1.2953
86	752	1.3752
87	946	1.0932
88	891	1.3752
89	946	1.2953
90	891	1.3752
		1.2953
	68,788	100

The Percentage Interest in the Common Elements of each Unit has been 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 the Apartments in The Project (including Apartments created on the additional real property submitted to The Project). The square footage for each Apartment is based upon dimensions which are approximate and calculation of the Percentage Interest has been rounded. The Percentage Interest in the Common Elements shown for each Unit is subject to change in accordance with ARTICLE TWELVE of the Declaration.

In the event the Declarant exercises its right to enlarge this Project in Phases by submitting to The Project additional real property in accordance with ARTICLE TWELVE of the Declaration, each Percentage Interest in the Common Elements set forth above will be decreased. The Percentage Interest of each Unit will then be 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 completed Apartments within The Project (including Apartments created on the additional real property submitted to The Project).

000-00-000000

6097  
401382198 01/10/94 02:18 PM REAL ESTATE RECORDS  
F1927 CHARLOTTE HOUSTON BOULDER CNTY CO RECORDER

6-1

SEVENTH SUPPLEMENTAL CONDOMINIUM DECLARATION  
FOR  
THE WILDFLOWER CONDOMINIUMS

THIS SEVENTH SUPPLEMENTAL CONDOMINIUM DECLARATION FOR THE WILDFLOWER CONDOMINIUMS is made this 7<sup>th</sup> day of January, 1994, by MCSTAIN ENTERPRISES, INC., a Colorado corporation, (herein referred to as the "Declarant").

WITNESSETH:

WHEREAS, the Declarant has recorded with the Clerk and Recorder of Boulder County, Colorado, on the 21st day of September, 1983, on Film 1322 as Reception No. 647944, The Condominium Declaration for the Wildflower Condominiums (herein referred to as the "Declaration") together with Supplemental Declarations for The Wildflower Condominiums thereto recorded in said Boulder County records, submitting certain land described therein together with all improvements, appurtenances and facilities thereon to condominium ownership under the Condominium Ownership Act of the State of Colorado, as amended, hereinafter referred to as the "Project"; and,

WHEREAS, the Declarant has reserved the right to expand, in accordance with Article Twelve of the Declaration, such expansion to be accomplished by the filing for record by Declarant in the Office of the Clerk and Recorder for Boulder County, Colorado, a Supplemental Condominium Declaration and a Supplemental Condominium Map; and

WHEREAS, the Declarant has further improved the Property adding 6 condominium units to the Project and desires to subject and place upon this expanded Project the covenants, conditions, restrictions, easements, reservations, rights of way and other charges as set forth in the Declaration which is for the purpose of protecting the value and desirability of the expanded Project and the health, comfort, safety, convenience and general welfare of the Owners thereof as defined in the Declaration.

1. Declarant hereby submits to the presently existing condominium Units, the additional condominium Units, improvements, appurtenances and facilities located on the land described on Exhibit A attached hereto and by this reference made a part hereof, herein referred to as "Property" to condominium ownership under Section 38-33-101, *et seq.*, of the Colorado Revised Statutes and hereby imposes upon all of the Property the covenants, conditions, restrictions, easements, reservations, rights of way and other provisions set forth in the Declaration. The Declarant hereby declares that all of the Property

and any property hereinafter annexed hereto shall hereinafter be held, sold, conveyed, encumbered, leased, rented, occupied and improved subject to the following paragraph.

2. Each Owner's individual percentage interest in the original and expanded Common Elements of the Project has been determined by the recording of the Condominium Declaration and Amendments thereto for the Wildflower Condominiums and the Condominium Map and amendments thereto of the Wildflower Condominium (herein referred to as the "Map"). Such percentage interest in the Common Elements is determined by the Declarant on the basis of the proportion which the approximate square footage finished area of each Unit bears to the total approximate square footage finished area of all Units in the Project (including Units created on the additional real property submitted to the Project). The square footage for each Unit is based upon dimensions which are approximate and the calculation of the individual interests have been rounded. Such revised percentage interests in the Common Elements are more specifically set forth on Exhibit B attached hereto. The percentage interest shown for each Unit is subject to change in accordance with Article Twelve of the Declaration.

3. The definitions used in the Declaration shall be expanded automatically to encompass and refer to the Project as expanded. All conveyances of Condominium Units shall be effective to transfer rights in the Project as expanded by use of the form of description set forth in Paragraph 2.3 of the Declaration and the Map as supplemented. The recordation in the records of Boulder County, Colorado of the Supplemental Maps incident to the expansion operates automatically to grant, transfer, and convey to the Owners of the Condominium Units as they existed before this expansion respectively an undivided percentage interest as set forth on Exhibit "B" attached hereto in the new Common Elements being added to the Project as the result of such expansion. Such recordation also operates to vest in any Mortgagee (as defined in the Declaration) of any Condominium Unit in the Project as it existed before this expansion a security interest in the new undivided Common Elements interest so acquired by an Owner of a Condominium Unit which were added to the Project as the result of expansion.

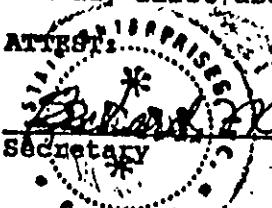
4. The new Condominium Units are subject to all of the terms and conditions of the Declaration as supplemented and such Condominium Units are subject to the condominium regime with all the incidents pertaining thereto as specified therein and herein upon placing the

Supplemental maps and the Supplemental Declarations of public record in the real estate records of Boulder County, Colorado.

5. Each Owner and Condominium Unit shall be liable for its respective proportionate share of the Annual Assessment for Common Expenses and Special Assessments in accordance with Article Five of the Declaration.

6. The Owners of each Condominium Unit now or hereafter included in the Condominium Project shall have a perpetual easement and right-of-way for access to and from such Condominium Unit over, upon and across the Common Elements to and from the public streets within and adjacent to the Project.

IN WITNESS WHEREOF, the Declarant has executed this Seventh Supplemental Declaration for the Wildflower Condominiums the year and day first above written.

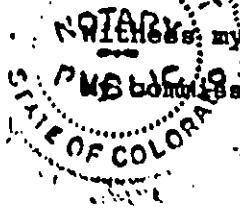
ATTEST:  
  
Richard Miyamoto  
 Secretary

STATE OF COLORADO )  
 COUNTY OF BOULDER )  
 SS.

MCSTAIN ENTERPRISES, INC.,  
  
 By: \_\_\_\_\_  
 President

The foregoing instrument was acknowledged before me this 3rd day of January, 1994 by THOMAS R. HOYT, President and RICHARD M. MIYAMOTO, Secretary of McStain Enterprises, Inc., a Colorado corporation.

NOTARY  
 I, Thomas R. Hoyt, Notary Public, do hereby acknowledge my hand and official seal.  
 My commission expires: 12-7-96

  
Tom V. Hoyt  
 Notary Public

8-4

EXHIBIT A

**LEGAL DESCRIPTION**

ALL THAT PORTION OF LOT 2, WESTFIELD SECOND FILING, A SUBDIVISION OF A PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, ACCORDING TO THE PLAT RECORDED IN PLANFILE 15-2-13 OF THE BOULDER COUNTY, COLORADO RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 2, WESTFIELD SECOND FILING, THENCE SOUTHWESTERLY, 37.50 FEET ALONG THE ARC OF A CURVE TO THE LEFT AND ALONG THE NORTHWESTERLY LINE OF SAID LOT 2 TO A POINT TANGENT, SAID CURVE HAVING A RADIUS OF 1232.77 FEET, A CENTRAL ANGLE OF 01° 44'34" AND IS SUBTENDED BY A CHORD THAT BEARS SOUTH 61° 48'35" WEST, 37.50 FEET;

THENCE SOUTH 60° 58'13" WEST, 83.85 FEET ALONG THE NORTHWESTERLY LINE OF SAID LOT 2; THENCE SOUTHWESTERLY, 63.44 FEET ALONG THE ARC OF A CURVE TO THE RIGHT AND ALONG THE NORTHWESTERLY LINE OF SAID LOT 2, SAID CURVE HAVING A RADIUS OF 8383.90 FEET, A CENTRAL ANGLE OF 00° 40'44" AND IS SUBTENDED BY A CHORD THAT BEARS SOUTH 61° 16'40" WEST, 63.44 FEET;

THENCE SOUTH 28° 34'10" EAST, 86.18 FEET;

THENCE NORTH 89° 05'53" EAST, 6.05 FEET;

THENCE SOUTH 00° 54'07" EAST, 150.25 FEET;

THENCE SOUTH 89° 05'53" WEST, 58.75 FEET;

THENCE SOUTH 00° 54'07" EAST, 107.00 FEET;

THENCE NORTH 89° 05'53" EAST, 132.25 FEET;

THENCE SOUTH 00° 54'07" EAST, 79.25 FEET;

THENCE NORTH 89° 05'53" EAST, 142.88 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 2;

THENCE SOUTH 62° 32'32" WEST, 37.03 FEET ALONG THE EASTERLY LINE OF SAID LOT 2 TO AN ANGLE POINT IN THE EASTERLY LINE OF SAID LOT 2;

THENCE SOUTH 27° 30'00" WEST, 39.16 FEET ALONG THE EASTERLY LINE OF SAID LOT 2;

THENCE SOUTH 89° 05'53" WEST, 245.31 FEET;

THENCE NORTH 00° 54'07" WEST, 72.25 FEET;

THENCE SOUTH 89° 05'53" WEST, 154.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 2;

THENCE SOUTH 00° 54'07" EAST 109.00 FEET ALONG THE WESTERLY LINE OF SAID LOT 2 TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89° 05'53" EAST, 149.00 FEET;

THENCE SOUTH 00° 54'07" EAST, 179.01 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 2;

THENCE ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID LOT 2 THE FOLLOWING THREE COURSES:

THENCE NORTH 65° 00'00" WEST, 77.89 FEET;

THENCE NORTHWESTERLY, 156.62 FEET ALONG THE ARC OF A CURVE TO THE RIGHT TO A POINT TANGENT, SAID CURVE HAVING A RADIUS OF 140.00 FEET, A CENTRAL ANGLE OF 64° 05'53" AND IS SUBTENDED BY A CHORD THAT BEARS NORTH 32° 57'03" WEST, 148.88 FEET;

THENCE NORTH 00° 54'07" WEST, 19.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 0.46 ACRES MORE OR LESS.

**LEGAL DESCRIPTION PREPARED BY:**

HURST & ASSOCIATES, INC.

3085 47TH STREET, A-2

BOULDER, CO 80301

(303) 449-9103

1/7/04

**EXHIBIT B**  
**TO THE SEVENTH SUPPLEMENTAL CONDOMINIUM DECLARATION**  
**FOR THE WILDFLOWER CONDOMINIUMS**  
**(EIGHTH PHASE)**

**THE WILDFLOWER CONDOMINIUMS**  
**SCHEDULE OF PERCENTAGE INTEREST IN THE COMMON ELEMENTS**

Subject to the provisions of ARTICLE TWELVE of the Declaration, each Unit in The Project is hereby vested with an undivided percentage interest in and to the Common Elements as set forth below:

UNIT NO.	FINISHED SQ. FT. PER UNIT	PERCENTAGE INTEREST PER UNIT
1	938	1.2648
2	747	1.0073
3	938	1.2648
4	885	1.1934
5	938	1.2648
6	885	1.1934
7	938	1.2648
8	544	0.7335
9	544	0.7335
10	885	1.1934
11	938	1.2648
12	885	1.1934
13	885	1.1934
14	938	1.2648
15	885	1.1934
16	938	1.2648
17	747	1.0073
18	938	1.2648
19	938	1.2648
20	747	1.0073
21	938	1.2648
22	885	1.1934
23	938	1.2648
24	885	1.1934
25	938	1.2648
26	747	1.0073
27	938	1.2648

**EXHIBIT B**  
**TO THE SEVENTH SUPPLEMENTAL CONDOMINIUM DECLARATION**  
**FOR THE WILDFLOWER CONDOMINIUMS**  
**(EIGHTH PHASE)**

UNIT NO.	FINISHED SQ. FT. PER UNIT	PERCENTAGE INTEREST PER UNIT
28	885	1.1934
29	938	1.2648
30	885	1.1934
31	938	1.2648
32	747	1.0073
33	938	1.2648
34	885	1.1934
35	938	1.2648
36	885	1.1934
37	938	1.2648
38	747	1.0073
39	938	1.2648
40	885	1.1934
41	938	1.2648
42	885	1.1934
43	938	1.2648
44	747	1.0073
45	938	1.2648
46	885	1.1934
47	938	1.2648
48	885	1.1934
49	938	1.2648
50	747	1.0073
51	938	1.2648
52	885	1.1934
53	938	1.2648
54	885	1.1934
55	938	1.2648
56	747	1.0073
57	938	1.2648
58	885	1.1934
59	938	1.2648
60	885	1.1934
61	938	1.2648
62	747	1.0073
63	938	1.2648
64	885	1.1934

**EXHIBIT B**  
**TO THE SEVENTH SUPPLEMENTAL CONDOMINIUM DECLARATION**  
**FOR THE WILDFLOWER CONDOMINIUMS**  
**(EIGHTH PHASE)**

UNIT NO.	FINISHED SQ. FT. PER UNIT	PERCENTAGE INTEREST PER UNIT
65	938	1.2648
66	885	1.1934
67	946	1.2756
68	752	1.0140
69	946	1.2756
70	891	1.2015
71	946	1.2756
72	891	1.2015
73	946	1.2756
74	752	1.0140
75	946	1.2756
76	891	1.2015
77	946	1.2756
78	891	1.2015
85	946	1.2756
86	752	1.0140
87	946	1.2756
88	891	1.2015
89	946	1.2756
90	891	1.2015
<hr/>		
74,160		100

The Percentage Interest In the Common Elements of each Unit has been 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 the Apartments In The Project (Including Apartments created on the additional real property submitted to The Project). The square footage for each Apartment is based upon dimensions which are approximate and calculation of the Percentage Interest has been rounded. The Percentage Interest In the Common Elements shown for each Unit is subject to change in accordance with ARTICLE TWELVE of the Declaration.

**EXHIBIT B**  
**TO THE SEVENTH SUPPLEMENTAL CONDOMINIUM DECLARATION**  
**FOR THE WILDFLOWER CONDOMINIUMS**  
**(EIGHTH PHASE)**

In the event the Declarant exercises its right to enlarge this Project In Phases by submitting to The Project additional real property in accordance with ARTICLE TWELVE of the Declaration, each Percentage Interest in the Common Elements set forth above will be decreased. The Percentage Interest of each Unit will then be 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 completed Apartments within The Project (including Apartments created on the additional real property submitted to The Project).

h6274  
**EIGHTH SUPPLEMENTAL CONDOMINIUM DECLARATION  
FOR  
THE WILDFLOWER CONDOMINIUMS**

THIS EIGHTH SUPPLEMENTAL CONDOMINIUM DECLARATION FOR THE WILDFLOWER CONDOMINIUMS is made this 9th day of FEBRUARY, 1994, by MCSTAIN ENTERPRISES, INC., a Colorado corporation, (herein referred to as the "Declarant").

**WITNESSETH:**

WHEREAS, the Declarant has recorded with the Clerk and Recorder of Boulder County, Colorado, on the 21st day of September, 1983, on Film 1322 as Reception No. 647944, The Condominium Declaration for the Wildflower Condominiums (herein referred to as the "Declaration") together with Supplemental Declarations for The Wildflower Condominiums thereto recorded in said Boulder County records, submitting certain land described therein together with all improvements, appurtenances and facilities thereon to condominium ownership under the Condominium Ownership Act of the State of Colorado, as amended, hereinafter referred to as the "Project"; and,

WHEREAS, the Declarant has reserved the right to expand, in accordance with Article Twelve of the Declaration, such expansion to be accomplished by the filing for record by Declarant in the Office of the Clerk and Recorder for Boulder County, Colorado, a Supplemental Condominium Declaration and a Supplemental Condominium Map; and

WHEREAS, the Declarant has further improved the Property adding 6 condominium units to the Project and desires to subject and place upon this expanded Project the covenants, conditions, restrictions, easements, reservations, rights of way and other charges as set forth in the Declaration which is for the purpose of protecting the value and desirability of the expanded Project and the health, comfort, safety, convenience and general welfare of the Owners thereof as defined in the Declaration.

1. Declarant hereby submits to the presently existing condominium Units, the additional condominium Units, improvements, appurtenances and facilities located on the land described on Exhibit A attached hereto and by this reference made a part hereof, herein referred to as "Property" to condominium ownership under Section 38-33-101, et.seq., of the Colorado Revised Statutes and hereby imposes upon all of the Property the covenants, conditions, restrictions, easements, reservations, rights of way and other provisions set forth in the Declaration. The Declarant hereby declares that all of the Property

Q/a

and any property hereinafter annexed hereto shall hereinafter be held, sold, conveyed, encumbered, leased, rented, occupied and improved subject to the following paragraph.

2. Each Owner's individual percentage interest in the original and expanded Common Elements of the Project has been determined by the recording of the Condominium Declaration and Amendments thereto for the Wildflower Condominiums and the Condominium Map and amendments thereto of the Wildflower Condominium (herein referred to as the "Map"). Such percentage interest in the Common Elements is determined by the Declarant on the basis of the proportion which the approximate square footage finished area of each Unit bears to the total approximate square footage finished area of all Units in the Project (including Units created on the additional real property submitted to the Project). The square footage for each Unit is based upon dimensions which are approximate and the calculation of the individual interests have been rounded. Such revised percentage interests in the Common Elements are more specifically set forth on Exhibit B attached hereto. The percentage interest shown for each Unit is subject to change in accordance with Article Twelve of the Declaration.

3. The definitions used in the Declaration shall be expanded automatically to encompass and refer to the Project as expanded. All conveyances of Condominium Units shall be effective to transfer rights in the Project as expanded by use of the form of description set forth in Paragraph 2.3 of the Declaration and the Map as supplemented. The recordation in the records of Boulder County, Colorado of the Supplemental Maps incident to the expansion operates automatically to grant, transfer, and convey to the Owners of the Condominium Units as they existed before this expansion respectively an undivided percentage interest as set forth on Exhibit "B" attached hereto in the new Common Elements being added to the Project as the result of such expansion. Such recordation also operates to vest in any Mortgagee (as defined in the Declaration) of any Condominium Unit in the Project as it existed before this expansion a security interest in the new undivided Common Elements interest so acquired by an Owner of a Condominium Unit which were added to the Project as the result of expansion.

4. The new Condominium Units are subject to all of the terms and conditions of the Declaration as supplemented and such Condominium Units are subject to the condominium regime with all the incidents pertaining thereto as specified therein and herein upon placing the

9

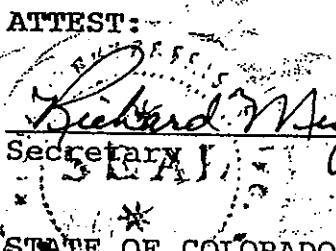
Supplemental maps and the Supplemental Declarations of public record in the real estate records of Boulder County, Colorado.

5. Each Owner and Condominium Unit shall be liable for its respective proportionate share of the Annual Assessment for Common Expenses and Special Assessments in accordance with Article Five of the Declaration.

6. The Owners of each Condominium Unit now or hereafter included in the Condominium Project shall have a perpetual easement and right-of-way for access to and from such Condominium Unit over, upon and across the Common Elements to and from the public streets within and adjacent to the Project.

IN WITNESS WHEREOF, the Declarant has executed this Eighth Supplemental Declaration for the Wildflower Condominiums the year and day first above written.

ATTEST:

  
Richard Miyamoto  
Secretary

MCSTAIN ENTERPRISES, INC.,  
A COLORADO CORPORATION

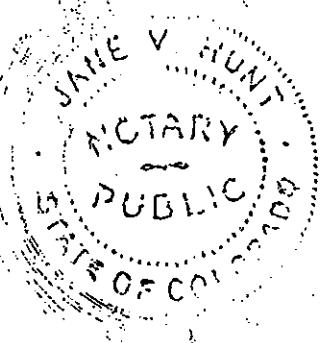
By: \_\_\_\_\_  
President

STATE OF COLORADO )  
COUNTY OF BOULDER )  
                      ) SS.

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of FEBRUARY, 1994 by THOMAS R. HOYT, President and RICHARD MIYAMOTO, Secretary of McStain Enterprises, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 12-7-96

  
Jane V. Hunt  
Notary Public

## EXHIBIT A

## LEGAL DESCRIPTION

ALL THAT PORTION OF LOT 2, WESTFIELD SECOND FILING, A SUBDIVISION OF A PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, ACCORDING TO THE PLAT RECORDED IN PLANFILE 15-2-13 OF THE BOULDER COUNTY, COLORADO RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 2, WESTFIELD SECOND FILING, THENCE SOUTHWESTERLY, 37.50 FEET ALONG THE ARC OF A CURVE TO THE LEFT AND ALONG THE NORTHWESTERLY LINE OF SAID LOT 2 TO A POINT TANGENT, SAID CURVE HAVING A RADIUS OF 1232.77 FEET, A CENTRAL ANGLE OF  $01^{\circ}44'34''$  AND IS SUBTENDED BY A CHORD THAT BEARS SOUTH  $61^{\circ}48'35''$  WEST, 37.50 FEET;

THENCE SOUTH  $60^{\circ}56'18''$  WEST, 83.85 FEET ALONG THE NORTHWESTERLY LINE OF SAID LOT 2;

THENCE SOUTHWESTERLY, 63.44 FEET ALONG THE ARC OF A CURVE TO THE RIGHT AND ALONG THE NORTHWESTERLY LINE OF SAID LOT 2, SAID CURVE HAVING A RADIUS OF 5353.90 FEET, A CENTRAL ANGLE OF  $00^{\circ}40'44''$  AND IS SUBTENDED BY A CHORD THAT BEARS SOUTH  $61^{\circ}16'40''$  WEST, 63.44 FEET;

THENCE SOUTH  $28^{\circ}34'10''$  EAST, 86.15 FEET;

THENCE NORTH  $89^{\circ}05'53''$  EAST, 6.05 FEET;

THENCE SOUTH  $00^{\circ}54'07''$  EAST, 150.25 FEET;

THENCE SOUTH  $89^{\circ}05'53''$  WEST, 56.75 FEET;

THENCE SOUTH  $00^{\circ}54'07''$  EAST, 107.00 FEET;

THENCE NORTH  $89^{\circ}05'53''$  EAST, 132.25 FEET;

THENCE SOUTH  $00^{\circ}54'07''$  EAST, 79.25 FEET;

THENCE NORTH  $89^{\circ}05'53''$  EAST, 142.56 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 2;

THENCE SOUTH  $62^{\circ}32'32''$  WEST, 37.03 FEET ALONG THE EASTERLY LINE OF SAID LOT 2 TO AN ANGLE POINT IN THE EASTERLY LINE OF SAID LOT 2;

THENCE SOUTH  $27^{\circ}30'00''$  WEST, 39.16 FEET ALONG THE EASTERLY LINE OF SAID LOT 2;

THENCE SOUTH  $89^{\circ}05'53''$  WEST, 245.31 FEET;

THENCE NORTH  $00^{\circ}54'07''$  WEST, 72.25 FEET;

THENCE SOUTH  $89^{\circ}05'53''$  WEST, 154.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 2;

THENCE SOUTH  $00^{\circ}54'07''$  EAST 105.00 FEET ALONG THE WESTERLY LINE OF SAID LOT 2 TO THE NORTHERLY BOUNDARY OF THE SEVENTH SUPPLEMENTAL CONDOMINIUM MAP OF THE WILDFLOWER CONDOMINIUMS;

THENCE NORTH  $89^{\circ}05'53''$  EAST, 149.00 FEET ALONG SAID NORTHERLY BOUNDARY OF THE SEVENTH SUPPLEMENTAL CONDOMINIUM MAP OF THE WILDFLOWER CONDOMINIUMS

THENCE SOUTH  $00^{\circ}54'07''$  EAST, 92.00 FEET ALONG THE EASTERLY BOUNDARY OF SAID NORTHERLY BOUNDARY OF THE SEVENTH SUPPLEMENTAL CONDOMINIUM MAP OF THE WILDFLOWER CONDOMINIUMS TO THE POINT OF BEGINNING;

THENCE NORTH  $89^{\circ}05'53''$  EAST, 173.55 FEET TO THE EASTERLY BOUNDARY OF SAID LOT 2;

09

THENCE ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID LOT 2 THE FOLLOWING FIVE COURSES:

1. THENCE SOUTH  $04^{\circ}00'00''$  EAST, 43.84 FEET;
2. THENCE SOUTH  $48^{\circ}00'00''$  EAST 40.00 FEET;
3. THENCE SOUTH  $42^{\circ}00'00''$  WEST, 20.00 FEET
4. THENCE SOUTHWESTERLY, 152.89 FEET ALONG THE ARC OF A CURVE TO THE RIGHT TO A POINT TANGENT, SAID CURVE HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF  $73^{\circ}00'04''$  AND IS SUBTENDED BY A CHORD THAT BEARS SOUTH  $78^{\circ}30'04''$  WEST, 142.76 FEET;
5. THENCE NORTH  $65^{\circ}00'00''$  WEST, 57.01 FEET;

THENCE NORTH  $00^{\circ}54'07''$  WEST, 87.01 FEET TO THE POINT OF BEGINNING, CONTAINING 0.47 ACRES, MORE OR LESS

LEGAL DESCRIPTION PREPARED BY:  
HURST & ASSOCIATES, INC.  
3055 47TH STREET, A-2  
BOULDER, CO 80301 (303) 449-9105  
2/8/94

**EXHIBIT B**  
**TO THE EIGHTH SUPPLEMENTAL CONDOMINIUM DECLARATION**  
**FOR THE WILDFLOWER CONDOMINIUMS**  
**(NINTH PHASE)**

---

**THE WILDFLOWER CONDOMINIUMS**  
**SCHEDULE OF PERCENTAGE INTEREST IN THE COMMON ELEMENTS**

---

Subject to the provisions of ARTICLE TWELVE of the Declaration, each Unit in The Project is hereby vested with an undivided percentage interest in and to the Common Elements as set forth below:

UNIT NO.	FINISHED SQ. FT. PER UNIT	PERCENTAGE INTEREST PER UNIT
1	938	1.1794
2	747	0.9392
3	938	1.1794
4	885	1.1128
5	938	1.1794
6	885	1.1128
7	938	1.1794
8	544	0.6840
9	544	0.6840
10	885	1.1128
11	938	1.1794
12	885	1.1128
13	885	1.1128
14	938	1.1794
15	885	1.1128
16	938	1.1794
17	747	0.9392
18	938	1.1794
19	938	1.1794
20	747	0.9392
21	938	1.1794
22	885	1.1128
23	938	1.1794
24	885	1.1128
25	938	1.1794
26	747	0.9392
27	938	1.1794

EXHIBIT B  
 TO THE EIGHTH SUPPLEMENTAL CONDOMINIUM DECLARATION  
 FOR THE WILDFLOWER CONDOMINIUMS  
 (NINTH PHASE)

UNIT NO.	FINISHED SQ. FT. PER UNIT	PERCENTAGE INTEREST PER UNIT
28	885	1.1128
29	938	1.1794
30	885	1.1128
31	938	1.1794
32	747	0.9392
33	938	1.1794
34	885	1.1128
35	938	1.1794
36	885	1.1128
37	938	1.1794
38	747	0.9392
39	938	1.1794
40	885	1.1128
41	938	1.1794
42	885	1.1128
43	938	1.1794
44	747	0.9392
45	938	1.1794
46	885	1.1128
47	938	1.1794
48	885	1.1128
49	938	1.1794
50	747	0.9392
51	938	1.1794
52	885	1.1128
53	938	1.1794
54	885	1.1128
55	938	1.1794
56	747	0.9392
57	938	1.1794
58	885	1.1128
59	938	1.1794
60	885	1.1128
61	938	1.1794
62	747	0.9392
63	938	1.1794
64	885	1.1128

**EXHIBIT B**  
**TO THE EIGHTH SUPPLEMENTAL CONDOMINIUM DECLARATION**  
**FOR THE WILDFLOWER CONDOMINIUMS**  
**(NINTH PHASE)**

UNIT NO.	FINISHED SQ. FT. PER UNIT	PERCENTAGE INTEREST PER UNIT
65	938	1.1794
66	885	1.1128
67	946	1.1895
68	752	0.9455
69	946	1.1895
70	891	1.1203
71	946	1.1895
72	891	1.1203
73	946	1.1895
74	752	0.9455
75	946	1.1895
76	891	1.1203
77	946	1.1895
78	891	1.1203
79	946	1.1895
80	752	0.9455
81	946	1.1895
82	891	1.1203
83	946	1.1895
84	891	1.1203
85	946	1.1895
86	752	0.9455
87	946	1.1895
88	891	1.1203
89	946	1.1895
90	891	1.1203
<hr/>		
	79,532	100

The Percentage Interest in the Common Elements of each Unit has been 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 the Apartments in The Project (including Apartments created on the additional real property submitted to The Project). The square footage for each Apartment is based upon dimensions which are approximate and calculation of the Percentage Interest has been rounded. The Percentage Interest in the Common Elements shown for each Unit is subject to change in accordance with ARTICLE TWELVE of the Declaration.

**EXHIBIT B**  
**TO THE EIGHTH SUPPLEMENTAL CONDOMINIUM DECLARATION**  
**FOR THE WILDFLOWER CONDOMINIUMS**  
**(NINTH PHASE)**

In the event the Declarant exercises its right to enlarge this Project in Phases by submitting to The Project additional real property in accordance with ARTICLE TWELVE of the Declaration, each Percentage Interest in the Common Elements set forth above will be decreased. The Percentage Interest of each Unit will then be 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 completed Apartments within The Project (including Apartments created on the additional real property submitted to The Project).