

AFTER RECORDING PLEASE RETURN TO:

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**AMENDED AND RESTATED
CONDOMINIUM DECLARATION
FOR
VILLAGE CENTER CONDOMINIUMS**

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**AMENDED AND RESTATED
CONDOMINIUM DECLARATION
FOR
VILLAGE CENTER CONDOMINIUMS**

This Amended and Restated Declaration is made effective upon recording.

RECITALS

A. Declarant, Crested Butte Development Corp., a Colorado corporation, recorded that certain Condominium Declaration for Village Center Condominiums on September 18, 1974 at Reception No. 302354 in Book 474 at Page 483, in the Office of the Clerk and Recorder for Gunnison County, State of Colorado, as amended and supplemented by the following documents:

1. First Amendment to the Condominium Declaration for Village Center Condominiums recorded in the real property records of the Clerk and Recorder for Gunnison County, Colorado on October 21, 2019, at Reception No. 663085;

and other recorded documents of record, if any (collectively, the "Original Declaration") subjecting the real estate described therein to the terms and conditions set forth in the Original Declaration;

B. The Owners and the Association desire to amend and restate all provisions of the Original Declaration, as amended and supplemented, by virtue of this Amended and Restated Condominium Declaration for Village Center Condominiums ("Declaration"), and intend, upon the recording of this Declaration, that all prior recorded declarations, amendments and supplements thereto be superseded and replaced by this Declaration;

C. The Original Declaration provides for and allows for this Declaration in Paragraph 20, which provides as follows:

This Declaration shall not be revoked, nor shall any of the provisions herein be amended, unless the owners representing an aggregate ownership interest of sixty-seven percent (67%) or more, of the general common elements, and constituting not less than 51% or more of the owners of the residential units and 51% or more of the owners of the business units, agree to such revocation or amendment by instrument(s) duly recorded in the real property records of

Gunnison County, Colorado. Provided, however, that the percentage of the undivided interest in the general common elements appurtenant to each unit, as expressed in this Declaration, shall have a permanent character and shall not be altered without the consent of all of the unit owners expressed in an amended Declaration duly recorded in Gunnison County, Colorado.

D. All Owners are aware of the provisions of the Original Declaration allowing for amendment, by virtue of the record notice of the Original Declaration, by acts and disclosures, newsletters or notices of the Association and by other means;

E. The amendments within this Declaration have been prepared and determined by the Association and by the Owners that have approved this Declaration to be reasonable and not burdensome;

F. The purposes of the amendments in this Declaration are to remove unreasonable restrictions on the community, remove developer "boilerplate" language that is no longer applicable to the Community, remove provisions that do not allow the Board to efficiently operate the community or deal with community concerns, remove provisions that do not comply with current state law, add provisions that provide the proper tools for the Association to effectively solve problems, add provisions to provide the Association with sufficient power to create and successfully enforce Rules and Regulations, and add provisions that reflect beneficial state law provisions.

G. The purpose of the Association, as provided in the Declaration, is to preserve the value and desirability of the Community and the Units and to further the interests of the residents of the Community and Members of the Association; and

H. Owners representing an aggregate ownership of 67% or more, of the general common elements, and constituting not less than 51% or more of the owners of the residential units and 51% or more of the owners of the business units, have approved this Declaration, as set forth in Exhibit D, by instrument(s) duly recorded in the real property records of Gunnison County, Colorado. Alternatively, a court order entered by the District Court for Gunnison County, Colorado pursuant to C.R.S. §38-33.3-217(7), has been entered approving this Declaration.

NOW, THEREFORE, the Original Declaration is replaced and amended and restated as follows:

ARTICLE 1 DEFINED TERMS

[Note: This section expands and updates Paragraph 2 of your current Declaration.]

Section 1.1 Defined Terms.

Each capitalized term in this Declaration or in the Map shall have the meaning specified or as used in the Act, unless otherwise defined in this Declaration or the context requires otherwise:

(a) “Act” shall mean the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101 *et. seq.*, as it may be amended.

(b) “Allocated Interests” shall mean the undivided interest in the Common Elements, the Common Expense liability, and the votes in the Association.

(c) “Architectural Review Committee” or “Committee” means the committee appointed by the Board of Directors for the purpose of implementing the architectural review provisions of this Declaration and architectural guidelines for the Community to insure proper use, appropriate improvement, and harmonious additions, alterations and improvements within the Community.

(d) “Assessment” shall include all Common Expense Assessments, insurance Assessments, utility Assessments, and any other expense levied to a Unit pursuant to this Declaration or the Act, including interest, late fees, attorney fees, fines, and costs.

(e) “Association” shall mean Village Center Condominium Association, a Colorado nonprofit corporation, and its successors and assigns.

(f) “Board” or “Board of Directors” or “Executive Board” shall mean the body designated in the Governing Documents to act on behalf of the Association.

(g) “Business Unit” shall mean a Unit to be used solely for business or commercial purposes and which is designated as a business unit on the Map.

(h) “Common Elements” shall mean the Property within this Community other than the Units, which portion of the Property may be designated on the Map and in this Declaration. Common Elements shall include Limited Common Elements. The Common Elements shall be owned, as tenants in common, by the Owners of the separate Units, each owner of a Unit having an undivided interest in the Common Elements.

(i) “Common Expenses” shall mean expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

(j) “Community” shall mean the Community of Village Center Condominiums, also known as the Village Center Condominiums, which Community is a Condominium Community as defined in the Act and which Community is also a Common Interest Community as defined in the Act.

(k) “Declaration” shall mean and refer to this Amended and Restated Condominium Declaration for Village Center Condominiums, as amended, recorded in the office of the Clerk and Recorder of Gunnison County, Colorado.

(l) “Governing Documents” shall mean this Declaration, the Map, the Articles of Incorporation, the Bylaws, and any Rules and Regulations of the Association, as they may be amended from time to time.

(m) “Limited Common Elements” shall mean those portions of the Common Elements, if any, which are limited to and reserved for the exclusive use of one or more, but fewer than all of the Owners.

(n) “Map” or “Plat” shall mean the Condominium Map of Village Center Condominiums (and any supplements and amendments thereto) of the Community depicting and locating thereon the location of the buildings, the Units, the Common Elements, the floors and elevations, and all of the land and improvements thereon as the Map may be amended or supplemented from time to time, which Map is incorporated herein and made a part of this Declaration by reference. More than one plat, map or supplement thereto may be recorded, and,

if so, then the term "Plat" or "Map" shall collectively mean and refer to all of such plats, maps and supplements thereto.

(o) "Member" shall mean any Owner. The terms "Member" and "Owner" may be used interchangeably.

(p) "Owner" shall mean the owner of record title, whether one or more persons or entities to any Unit which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(q) "Pet" shall mean and include cats, dogs, birds, reptiles or other household animals, as may be defined in or supplemented by the Rules and Regulations.

(r) "Property" shall mean the property described in the Original Declaration together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon.

(s) "Residential Unit" shall mean a Unit to be used solely for residential purposes and which is designated as a residential unit on the Map.

(t) "Rules and Regulations" shall mean any written instruments, however identified, which are adopted by the Association for the regulation and management of the Community, and/or clarification of the Governing Documents, including any amendment to those instruments.

(u) "Unit" shall mean a physical portion of the Community, designated for separate ownership, shown as a Unit on the recorded Map for the Community, the boundaries of which are defined in the Map and in this Declaration.

ARTICLE 2 NAMES/DESCRIPTION OF PROPERTY

Section 2.1 Name and Type.

The type of Common Interest Community is a condominium community. The name of the Community is "Village Center Condominiums" and is also known as "Village Center Condominiums." The name of the Association is the "Village Center Condominium Association."

[Note: This provision has been added.]

Section 2.2 Property.

The Community is located in the County of Gunnison, State of Colorado. The Property subject to this Declaration is described in Exhibit A of this Declaration, in the Original Declaration, in the Map, and/or as is consistent with the common plan and scheme for the creation and operation of the Community. The Community may be subject to easements or licenses granted pursuant to this Declaration, granted by authority reserved in any recorded document, or established in the Act.

[Note: This provision is similar to Paragraph 1 of your current Declaration.]

Section 2.3 Utility, Map, and Map Easements.

Easements for utilities and other purposes over and across the Units and Common Elements may be as shown upon a recorded plat or the Map of the Community, and as may be established pursuant to the provisions of this Declaration, or granted by authority reserved in any recorded document.

[Note: This provision is similar to Paragraph 4 of your current Declaration.]

Section 2.4 Easements for the Association and Owners.

Each Unit shall be subject to an easement in favor of the Association, acting through the Board of Directors (including its agents, employees and contractors), and to each Owner to allow for their performance of obligations in this Declaration. Non-emergency repairs shall be made only during regular business hours on business days after at least 24 hours' notice to the occupants of a Unit wherein repairs are to be made. The Association shall have an easement to enter a Unit to inspect for events which may be causing waste of water, heat or any other utility provided by the Association or paid as a part of Common Expenses. If the inspection reveals that the Owner has failed to maintain the Unit so as to prevent waste of common utility services provided for as a Common Expense, the Board shall follow the procedures provided for in this Declaration.

[Note: This provision is similar to Paragraph 18 of your current Declaration.]

Section 2.5 Easement for Encroachments.

If any part of the Common Elements encroaches or shall hereafter encroach upon a Unit, an easement for the existence of such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit currently encroaches upon the Common Elements, or upon another Unit, the Owner of that Unit shall and does have an easement for the existence of such encroachment and for the maintenance of same, except for incidental encroachments that may occur as a result of shifting of soils or settlement of a Unit. If any part of a Unit subsequently encroaches upon the Common Elements or upon another Unit, that encroachment shall be subject to all available remedies of the Association, or as allowed under this Declaration, unless the encroachment has been reviewed and approved (as provided for in this Declaration). The easement shall extend for whatever period of time the encroachment exists. Such easements for encroachments shall not be considered to be encumbrances either on the Common Elements or on a Unit. The actual location of a Unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered notwithstanding any minor deviations, either horizontally, vertically or laterally from the location of such Unit indicated on the Map.

[Note: This provision is similar to Paragraph 12 of your current Declaration.]

Section 2.6 Owners' Easements of Enjoyment.

Every Owner shall have a right and easement of ingress and egress and enjoyment in, to, and over the Common Elements and Limited Common Elements appurtenant to his or her Unit, and such easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

- (a) the right of the Association to limit the number of guests of Owners;
- (b) the right of the Association to adopt Rules and Regulations governing the use of the Common Elements;
- (c) the right, power, and authority of the Association to grant any easement, right-of-way, license, lease, dedication, or similar interest through, over or in the Common Elements;

(d) the right of the Association to transfer or convey ownership of the Common Element, or any portion thereof, subject to the prior approval of Members holding at least 67% of the total votes entitled to be cast in the Association; provided that all Owners of Units to which any Limited Common Element is allocated shall approve of any transfer or conveyance of that Limited Common Element;

(e) the right of the Association to suspend the voting rights and the right to use of any Common Elements for a period not to exceed 60 days or during any period of violation of any other provision of the Governing Documents, whichever is greater; provided, however, that suspension of voting and use rights shall be automatic during any period that an Owner is in default in the payment of any Common Expense Assessment;

(f) the right of the Association to close portions of the Common Elements for maintenance, repair, replacement, and improvement; and

(g) the right of the Association to change use of, add, or remove improvements to the Common Elements.

[Note: This provision is similar to Paragraphs 3.3, 10, and 38 of your current Declaration.]

Section 2.7 Delegation of Use.

Owners may delegate their right of enjoyment to the Common Elements and facilities to Owner's family, tenants, invitees, lessees, and guests, subject to Rules and Regulations. If the Owner delegates rights to use the Common Elements and facilities to tenants or contract purchasers who reside in the Unit, the Owner shall not be entitled to use the Common Elements and facilities. The Board of Directors shall have the express right to limit Owners' ability to delegate their right to use the recreational amenities of the Community through Rules and Regulations and/or reasonable fees charged for such use.

[Note: This provision has been added.]

Section 2.8 Disclaimer of Liability.

The Association shall be and remain wholly free and clear of any and all liability to, or claims by, all Owners and all persons and entities, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect to the use and operation of, the Common Elements or any of their improvements, fixtures, and facilities. It shall be the affirmative duty and responsibility of each Owner, and each user of the Common Elements, to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the Common Elements and their improvements and facilities shall use, enjoy, and visit, the same at their own risk and peril.

[Note: This provision has been added and is recommended to help defend the Association from lawsuits filed by Owners in relation to use of Common Elements.]

ARTICLE 3 THE ASSOCIATION

Section 3.1 Membership.

Every person who is an Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Ownership of a Unit shall be the sole qualification for membership. Each Unit shall be allocated voting rights pursuant to Exhibit B of this Declaration. Fractional and cumulative voting are prohibited.

[Note: This provision is similar to Paragraph 16 of your current Declaration.]

Section 3.2 General Purposes and Powers of the Association.

The Association, through its Board of Directors, shall perform functions and manage the Community as provided in the Recitals section of this Declaration. All Owners and any purchaser of a Unit shall be deemed to have assented to, ratified and approved such designations and management. The Association shall have all power necessary or desirable to effectuate such purposes.

[Note: This provision is similar to Paragraphs 16 and 33 of your current Declaration.]

Section 3.3 Authority of the Association.

The business affairs of the Community shall be managed by the Association. The Association shall be governed by the Act, to the extent it applies to communities created prior to July 1, 1992, this Declaration, the Map, its Articles of Incorporation and Bylaws, and any Rules and Regulations adopted by the Board of Directors. All corporate or other powers of the Association, unless otherwise specified or expressly reserved to the Members in the Governing Documents, shall be exercised by or under the authority of the Board of Directors, and the business and affairs of the Association shall be managed under the direction of the Board of Directors. The Board of Directors may, by written resolution, delegate authority to a manager or managing agent for the Association, provided no such delegation shall relieve the Board of final responsibility. The Association may exercise any right or privilege and shall perform all duties and obligations expressly granted or reasonably necessary or implied in the Governing Documents to effect such right or privilege or to satisfy such duty or obligation.

[Note: This provision is similar to Paragraphs 16 and 33 of your current Declaration.]

Section 3.4 Managing Agent.

The Association may employ or contract for the services of a managing agent to whom the Board may delegate certain powers, functions, or duties of the Association, as provided in the Bylaws of the Association. The agreement shall be by written contract having a term of no more than three years and shall be subject to cancellation by the Association on 90 days' notice, with or without cause, and without a cancellation fee. The Board shall not be liable for any omission or improper exercise by a managing agent of any duty, power, or function so delegated by written instrument executed by or on behalf of the Board.

[Note: This provision has been added. We recommend that you review your current management contract to determine if the length and termination provision are consistent with this provision.]

Section 3.5 Allocated Interests.

The ownership interest, Common Expense liability and votes in the Association allocated to each Unit are set as follows:

(a) Assessments and voting and expenses pertaining to the project as a whole shall be apportioned among the Condominium Units in the percentages set forth in Exhibit B of this Declaration which are based upon a fraction, the numerator of which is the square footage of the unit and the denominator of which is the total square footage of the Units in the community;

(b) Assessments and expenses pertaining only to the Residential Units shall be apportioned among all the Residential Units in the percentages set forth in Exhibit B of this Declaration (the Residential Units are identified with an "R" prior to the Unit number); and

(c) Assessments and expenses pertaining only to the Business Units shall be apportioned among all the Business Units in the percentages set forth in Exhibit B of this Declaration (the Residential Units are identified with an "B" prior to the Unit number).

[Note: This provision reflects the allocations set forth in your current Declaration. Although we are aware the Association has attempted to and desires to change these allocated interests to be based on square footage, we have not changed such provisions in this document to allow the Association to be eligible for the court petition process, as these allocated interests cannot be changed if the Association intends to seek court approval of this Declaration. Once this Amended and Restated Declaration is approved and recorded, a separate limited amendment could then be sought to change the allocated interests using the amendment requirements in this document and Colorado law. Please let us know if you would like to revise this now.]

Section 3.6 Right to Notice.

Notice of matters affecting the Community, via any means of communication, may be provided to Owners and any occupants as determined by the Board of Directors is its sole discretion.

[Note: This provision has been added and is required under CCIOA.]

Section 3.7 Indemnification.

To the full extent permitted by law, each officer, director or committee member of the Association and other volunteer appointed by the Board of Directors shall be indemnified by the Association against all expenses and liabilities including attorney fees, reasonably incurred by or imposed upon them in any proceeding to which they

may be a party, or in which they may become involved, by reason of being or having been an officer, director, committee member or other volunteer of the Association, or any settlements thereof, whether or not they are an officer, director, committee member or other volunteer appointed by the Board of Directors at the time such expenses are incurred, pursuant to the indemnification provisions set forth in the Bylaws and Colorado law.

[Note: This provision is similar to Paragraph 13 of your current Declaration.]

Section 3.8 Security Disclaimer.

The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve security in the Community; however, each Owner, for themselves and their tenants, guests, licensees and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security in the Community. Furthermore, the Association does not guarantee that criminal acts will not be committed in the Community. It shall be the responsibility of each Owner to protect his or her person and property and all responsibility to provide such security shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide security or the ineffectiveness of measures taken.

[Note: This provision has been added.]

Section 3.9 Education and Training.

As a Common Expense, the Association shall, in accordance with the Act, provide education and training opportunities for Owners, residents and occupants, including providing funding and permitting use of facilities for such purposes. The Association shall provide education and training activities as a tool for fostering Owner, resident and occupant awareness of governance, operations and concerns of the Community and of the Association. Appropriate educational topics include dispute or conflict resolution, issues involving the Governing Documents, and education or topics benefitting or contributing to operation or governance of the Community and the rights and responsibilities of Owners and the Association. The Association may also fund and support education and training for officers and directors.

[Note: This provision has been added to comply with Colorado law.]

ARTICLE 4 UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 4.1 Number of Units.

The number of Units presently included in the Community is 48, comprised of 44 Residential Units and 4 Business Units.

[Note: This provision is similar to Paragraph 3 of your current Declaration.]

Section 4.2 Unit Boundaries.

(a) Boundaries. The following are designated as boundaries of each Unit and not considered part of the Unit, as defined below and as depicted on the Map:

(i) The unfinished interior surfaces of the perimeter walls, including lath, furring, wallboard, plasterboard, plaster, and all other portions of the floors, walls and ceilings. Where found on the walls and ceilings, the interior surfaces of built-in fireplaces with their flues in the closed position shall be boundaries of the Unit and not part of the Unit.

(ii) Unfinished interior surfaces of floors, or the lowermost floors, if it is a Unit containing more than one level;

(iii) Unfinished interior surfaces of ceilings, or the uppermost ceilings, if it is a Unit containing more than one level;

(iv) The windows and window frames, doors and door frames of the Unit.

Paneling, tiles, surface texture, wallpaper, paint, finished flooring, and any other materials constituting the finished surfaces are part of the Unit.

Each Unit includes the spaces and improvements lying within the boundaries described above.

[Note: Section 2.16 (as amended) of your current Declaration has been substantially clarified in this provision. However, the Unit boundaries as described in your current Declaration remain intact.]

Section 4.3 Licensing of Use of Common Elements.

The Association, acting through the Board, may license use of parts of the Common Elements to Owners, including but not limited to storage units and lockers, on such terms and conditions as determined by the Board.

[Note: This provision has been added to allow the Association to lease Common Elements such as storage lockers pursuant to your request.]

Section 4.4 Limited Common Elements.

(a) The following portions of the Common Elements are Limited Common Elements assigned to the Units as stated:

(i) If a chute, flue, pipe, duct, wire, conduit, bearing wall, bearing column or other fixture lies partially within and partially outside the designated boundaries of a Unit, the portion serving only the Unit is a Limited Common Element, allocated solely to the Unit, the use of which is limited to that Unit and any portion serving more than one Unit is a Limited Common Element to those Units and any portion serving only the Common Elements is a part of the Common Elements. All fireplaces which require external ventilation or exhaust equipment shall be rendered inoperable. Electric fireplaces/heat stoves shall be permitted.

(ii) Any balconies, patios, decks, steps, stoops, exterior doors, windows or other fixtures designed to serve a single Unit, located outside the boundaries of the Unit, are Limited Common Elements allocated exclusively to the Unit and their use is limited to that Unit.

(b) The Association may modify Limited Common Elements without a membership vote, but only with consent of the Owner to whose Unit the Limited Common Element is appurtenant. The Association may also, without a membership vote, assign or reassign Limited Common Elements not previously assigned with the consent of the affected Owner(s) and the Association, provided that any such assignment or reassignment shall be made in accordance with the Act.

[Note: This section expands the definition of Limited Common Elements set forth in Paragraph 2.11 of your current Declaration.]

Section 4.5 Mechanic's Liens.

No labor performed and/or materials furnished for use and incorporated into any Unit with the consent or at the request of the Owner thereof, his agent, contractor, or subcontractor, shall be the basis for the filing of a lien against a Unit of any other Owner not expressly consenting to or requesting the same, or against any interest in the Common Elements. Each Owner shall indemnify and hold harmless each of the other Owners and the Association from and against any liability or loss arising from the claim of any mechanic's lien against the Unit of any other Owner, the Common Elements, or any part thereof, for labor performed and/or materials furnished in work on the first Owner's Unit. The Association may pay any sums necessary to eliminate any lien filed against Units not benefitting from the labor and/or materials furnished and the Common Elements on behalf of the other Owners and all sums paid shall be an Individual Assessment against the Owner or Owners for whom the labor and/or materials were furnished.

[Note: This provision is substantially similar to Paragraph 13 of your current Declaration.]

ARTICLE 5 MAINTENANCE AND SERVICE RESPONSIBILITIES

[Note: This Article replaces Paragraph 17 (as amended) of your current Declaration to move all maintenance obligations to chart form in Exhibit C of this document and to reflect the obligations set forth in the amendment questionnaire responses provided to us.]

Section 5.1 Association Maintenance and Service Responsibilities.

(a) The Board of Directors of the Association shall determine the specifications, scope, extent, nature and parameters of the Association's maintenance and service responsibilities. The Association shall maintain, repair, replace, and improve those items set forth in Exhibit C of this Declaration.

(b) Maintenance of Common Elements by Owner. Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Elements by an Owner or occupant, which is the responsibility of the Association hereunder, shall be performed at the sole expense of such Owner or occupant, and the Owner or occupant shall not be entitled to reimbursement from the Association.

(c) Association Discretion. The Association may, in its sole discretion, assume the obligation for maintenance or repair of additional property, either real or personal, that lies within or outside the Community. The Association shall have the right to assume such obligation even if the obligation currently lies with Owners or other entities, provided however, the Association shall provide Owners with 15 days prior written notice of any such change. The Association, in its sole discretion, shall determine the time and manner in which any maintenance, whether required or assumed, shall be performed as well as the color or type of materials used.

(d) Damage to Unit by Association. The Association shall repair incidental damage to any Unit resulting from performance of work which is the responsibility of the Association. As finish levels can have varying degrees, such repairs will be complete upon restoration as close as practicable to the condition existing prior to the damage ". Such repair and subsequent cleaning shall be performed based on a reasonableness standard. In performing its responsibilities hereunder, the Association shall have the authority to delegate to such persons, firms or corporations of its choice, such duties as are approved by the Board of Directors.

(e) Liability of Association.

(i) The Association shall not be liable for injury or damage to person or property caused by or resulting from any water, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any device, pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder, except:

(1) for injuries or damages arising after the Owner of a Unit has put the Association on written notice of a specific leak or flow from any portion of the Common Elements or device, pipe, drain, conduit, appliance or equipment for which the Association has a maintenance responsibility; and

(2) only if the Association has failed to exercise due care to correct the leak or flow within a reasonable time thereafter.

(ii) The Association shall not be liable to the Owner of any Unit or such Owner's occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements.

(iii) The Association shall not be liable to any Owner, or any Owner's occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Section where such damage or injury is caused by an act of God, is not foreseeable or is not a natural result of the Association's failure to discharge its responsibilities.

(iv) No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 5.2 Owners' Maintenance Responsibility.

Except as otherwise provided in this Declaration, each Owner shall have the obligation to maintain, repair, replace, and improve all items set forth in Exhibit C of this Declaration.

Section 5.3 Owner Responsibilities.

Each Owner shall have the responsibility to:

(a) perform his or her maintenance responsibility in such manner so as not to unreasonably disturb or put at risk other persons in Units, other Unit, or the Common Elements;

(b) promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible; and

(c) pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Owner but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Owner, his or her family, tenants, guests, with the cost thereof to be added to and become part of the Owner's next chargeable Assessment.

An Owner shall be liable for all injuries or damages to person or property caused by or resulting from the Owner's maintenance or lack of maintenance of the Unit or any appurtenant Limited Common Element.

[Note: This provision further clarifies Owner's responsibilities in the Community. This provision provides that Owners will be responsible for damage to another Unit from any items for which the Owner is responsible for maintaining, regardless of whether the Owner was negligent or not in maintaining such item (i.e. "strict liability") pursuant to your request.]

Section 5.4 Mold.

Each Owner shall be required to take necessary measures to retard and prevent mold from accumulating in the Unit, and the Common Elements, including but not limited to appropriate climate control, removal of visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces and cleaning of the same. No Owner shall block or cover any heating, ventilation or air conditioning ducts. Owners shall immediately notify the Board in writing of the following: (a) any evidence of water leaks, water infiltration or excessive moisture in a Unit; (b) any evidence of mold that cannot be removed by the Owner with a common household cleaner; (c) any failure or malfunction in heating, ventilation or air conditioning; (d) any inoperable doors, windows, heating, ventilation or air conditioning ducts. The receipt of notice by the Association shall not create any additional Association maintenance responsibility other than those set forth in this Declaration. Owners shall be responsible for any damage to his or her Unit and personal property, to any other Unit or the Common Elements, as well as any injury to the Owner or occupants resulting from the Owner's failure to comply with this section. Owners shall be responsible for all costs and expenses incurred by the Board to remove mold and/or damage within his or her Unit, to any other Unit or to the Common Elements if the Owner fails to meet the requirements of this Section.

[Note: This provision has been added. This is not a required provision and is not in your current Declaration. Please let us know if you do not want this provision.]

Section 5.5 Insect and Vermin Infestations.

Each Owner shall be required to take necessary measures, as determined in the sole discretion of the Board of Directors, to retard and prevent insect and vermin infestations, including but not limited to, bedbugs, rodents, termites, lice, cockroaches, mice, and rats from accumulating in the Unit. Owners shall immediately notify the Board in writing of the following: (a) any evidence of an insect and/or vermin infestation in a Unit; and (b) all steps taken to remove insects and vermin in a Unit. Owners shall be responsible for treatment and removal of insect and/or vermin infestations immediately upon the discovery of the same. The receipt of notice of an insects and/or vermin infestation in a Unit by the Association shall not create any additional Association maintenance responsibility other than those set forth in this Declaration. Owners must provide written confirmation to the Association that all insect and/or vermin infestations have been removed from the Unit upon completion of the remediation process and must provide evidence and documentation to the Association of such removal. Failure by any Owner to comply with this Section shall entitle the Association to perform all necessary remediation and collect any amounts expended for such remediation as an Assessment. Owners shall be responsible for any damages to their Units, personal property, to any other Units, or the Common Elements, as well as any injury to residents and guests resulting from the Owner's failure to comply with this Section. Any fees or costs incurred by the Association or other Owners as a result of violation of this Section shall be the obligation of the infested Unit's Owner to pay.

[Note: This provision has been added pursuant to your request.]

Section 5.6 Inspection, Repair and Replacement of Designated Owner Maintenance Components.

The Association shall have the right, but not the obligation, to conduct a periodic inspection, on a schedule to be determined by the Board of Directors, of designated Owner maintenance components as may be set forth in the Rules and Regulations. If, in the Board of Directors' sole discretion, the component needs to be maintained, repaired or replaced, the Association may provide such maintenance, repair or replacement (even though such component may be the Owner's responsibility) and the cost of such periodic inspection, maintenance, repair or replacement may be assessed against the

Owner of the Unit served by such component pursuant to the following Section of this Declaration.

[Note: This provision has been added. This provision is optional and can be removed at your request. Additionally, if the Board desires to keep this provision, you may wish to add specific items to this provision which would be considered "high risk" components, such as water heaters, smoke detectors, washing machine hoses, toilets, water lines, plumbing, wiring, etc.]

Section 5.7 Failure to Maintain.

If the Association determines that any Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair, or replacement of items of which the Unit Owner is responsible hereunder, then, except in the case of an emergency, the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Association.

Unless the Association determines that an emergency exists, the Owner shall have 10 days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within 10 days. If the Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as provided in this Section; then the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be added to and become a part of the Assessment to which such Owner is subject, shall become and be a lien against the Unit, and shall be collected as provided in this Declaration for the collection of Assessments.

If the Board determines that the need for maintenance or repair is a Common Expense and is caused through the willful or negligent act of any Owner, or occupant or their family, guests, lessees, or invitees, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner's or occupant's Unit, shall become a lien against the Unit, and shall be collected as provided in this Declaration for the collection of Assessments.

[Note: This provision has been added.]

ARTICLE 6 ASSESSMENTS

Section 6.1 Creation of Association Lien and Personal Obligation to Pay Assessments.

Each Owner, by acceptance of a deed for a Unit, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual Common Expense Assessments, insurance Assessments (assessed in proportion to risk), utility Assessments (assessed in proportion to usage), and such other Assessments as imposed by the Association.

Such Assessments, including fees, charges, late fees, attorney fees, fines and interest charged by the Association and additional fees charged by the managing agent, including but not limited to, administration and witness fees, and/or any other charges that may be assessed and/or levied or may be agreed to in the process of collecting past due Assessments, including but not limited to, credit card convenience fees from whatever source, shall be the personal obligation of the Owner of such Unit at the time when the Assessment or other charges became or fell due.

The annual Common Expense Assessments and such other Assessments as imposed by the Association, including fees, charges, late fees, attorney fees, fines and interest charged by the Association, shall be a charge on each Unit and shall be a continuing lien upon the Unit against which each such Assessment or charge is made.

If any Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due. The personal obligation to pay any past due sums due the Association shall not pass to a successor in title unless expressly assumed by them. No Owner may become exempt from liability for payment of the Common Expense Assessments by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the Common Expense Assessments are made.

All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted by 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. Except as provided in this Declaration, all Common Expense Assessments shall be assessed against all Units in accordance with the formula for liability for the Common Expenses as set forth in this Declaration.

Common Expense Assessments shall be allocated among the Owners in proportion to the allocated interests as set forth in Exhibit B of this Declaration.

[Note: This provision is similar to Paragraphs 15, 21, 22, and 27 of your current Declaration pursuant to Colorado law.]

Section 6.2 Basis of Assessments.

The Common Expense Assessment may be made on an annual basis against all Units and shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such Assessment year.

[Note: This provision is similar to Paragraph 22 of your current Declaration.]

Section 6.3 Annual Assessment.

The budget for annual Assessments shall be submitted to the Owners for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws, as the Bylaws may be amended from time to time. The budget may be vetoed by votes of Owners representing a majority of the total Association vote. Common Expense Assessments shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board of Directors. The omission or failure of the Board of Directors to levy the Assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay. Assessments benefiting commercial units shall be borne solely by the Commercial Owners and assessments benefiting Residential Units shall be borne solely by the Residential Owners.

[Note: This provision updates Paragraphs 23 and 24 of your current Declaration pursuant to Colorado law to adopt the CCIOA budget process.]

Section 6.4 Special Assessments.

In addition to other authorized Assessments, the Association may levy Special Assessments from time to time to cover previously unbudgeted expenses or expenses in excess of those budgeted, including, without limitation, the costs of any construction, restoration, or unbudgeted repairs or replacements of capital improvements that are not covered by the general reserve fund. The proposed Special Assessment shall be

submitted to the Owners for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws, as the Bylaws may be amended from time to time. The proposed Special Assessment may be vetoed by votes of Owners representing a majority of the total Association votes. A proposed Special Assessment will be ratified unless Owners representing more than a majority of the votes allocated to the Units that will be subject to the special Assessment vote, either in person or by proxy, to reject the Special Assessment at a meeting called for such purpose. Special Assessments may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall have the right to require that Special Assessments be paid in advance of the provision of the subject services or materials.

[Note: This provision has been added.]

Section 6.5 Supplemental and Capital Assessments.

The Association shall have the right to add to any Owner's Assessment as provided in this Article the following:

- (a) Those amounts expended by the Association for the benefit of any individual Unit or any occupant thereof, including but not limited to: Unit insurance; improvement, repair, replacement and maintenance specific to a Unit; improvement, repair, replacement and maintenance caused by the negligent or willful acts of any Owner, his or her guest, employee, licensee, lessee or invitee as set forth in this Declaration;
- (b) Any extraordinary maintenance, repair, improvement and replacement costs of any area which the Association maintains required on fewer than all the Units;
- (c) Any extraordinary insurance costs incurred as a result of the value of a particular Owner's Unit or the actions of an Owner (or his agents, guests, licensees, invitees or lessees);
- (d) All fines and costs assessed against an Owner pursuant to the Governing Documents; and
- (e) Any other expenditures or charges which the Board, in its sole discretion, chooses to allocate to a Unit and are reasonably determined to be allocable to a particular Unit.

(f) Capital expenditures incurred by a single building may be assessed solely to the building benefiting.

[Note: This provision has been added and allows the Association to assess individual Owners for maintenance or repair to a Unit that benefits only their Units and does not benefit the entire community or that results from their negligence or willful acts.]

Section 6.6 Application of Payments.

All sums collected on a delinquent account referred to an attorney shall be remitted to the Association's attorney until the account is brought current. All payments received on an account of any Owner or the Owner's Unit shall be applied first to the payment of any delinquent Assessments, then to payment of any and all legal fees and costs (including attorney fees), expenses of enforcement and collection, late fees, returned check fees, lien fees and other costs owing or incurred with respect to such Owner pursuant to the Governing Documents.

[Note: This provision has been added pursuant to your request. The amount of the contribution can be changed if you desire.]

Section 6.7 Effect of Non-Payment of Assessments.

(a) Any Assessment, charge, or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid when due as established by the Board of Directors, shall bear interest at the rate established by the Board of Directors at a rate set by the Board of Directors which shall not exceed the maximum amount allowed by law, on a per annum basis to accrue monthly, from the due date. The Association may also assess a reasonable late fee thereon as determined by the Board of Directors. Due dates shall be established in the Association's policy regarding collection of Assessments.

(b) Failure to make payment by the due date thereof shall cause the total amount of such Owner's Common Expense Assessment for the remainder of that fiscal year to become immediately due and payable at the option of the Board. The Board may, in its discretion, decelerate the Member's annual Assessment.

(c) Further, the Association may foreclose its lien and/or bring an action at law or in equity, or all of the same, against any Owner personally obligated to pay such overdue Assessments, charges or fees, or monthly or other installments thereof. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid Assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving the Association's lien therefor. Likewise, the obtaining of a money judgment shall not preclude the foreclosure of the Association's lien so long as the judgment remains unsatisfied.

(d) Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent Assessment, charges or fees, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Unit at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, vote the Association votes appurtenant to ownership thereof, convey or otherwise deal with the same. If a foreclosure action is filed to foreclose any Assessment lien, and an Owner abandons or leaves vacant his or her Unit, the Board may take possession and rent said Unit or apply for the appointment of a receiver for the Unit without prior notice to the Owner. The rights of the Association shall be expressly subordinate to the rights of any holder of a first lien security interest as set forth in its deed of trust or mortgage (including any assignment of rents), to the extent permitted under the Act.

[Note: This provision expands and updates Paragraph 26 of your current Declaration pursuant to Colorado law.]

Section 6.8 Lien Priority.

The lien of the Association under this Section is prior to all other liens and encumbrances on a Unit except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) a first lien security interest on the Unit (except as allowed by the Act with regard to the limited lien priority allowed to the Association); and (3) liens for real estate taxes and other governmental assessments or charges against the Unit. This Section does not affect the priority of mechanics' or materialmen's liens. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. Sale or transfer of any Unit shall not affect the lien for said Assessments or charges except that sale or transfer

of any Unit pursuant to foreclosure of any first lien security interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of Assessment charges as provided by applicable state law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Unit from continuing liability for any Assessment charges thereafter becoming due, nor from the lien thereof.

[Note: This provision updates Section 26 of your current Declaration pursuant to Colorado law.]

Section 6.9 Borrowing.

The Association shall have the power to borrow funds and assign its right to future income, including the right to assign its right to receive Common Expense Assessments, but only upon the affirmative vote of 67% of the Owners present and voting, in person or by proxy, at a duly constituted meeting called for that purpose.

[Note: This provision has been added. It expressly requires approval from at least a 67% of the Owners present at a duly called meeting before the Association can pledge its right to future Assessments as security for a loan. Owner approval requirements may be raised, lowered, or removed at your request.]

ARTICLE 7 RESTRICTIONS

All Property within the Community shall be held, used and enjoyed subject to the following limitations and restrictions. The strict application of the following limitations and restrictions in any specific case may be modified or waived, in whole or in part, by the Board of Directors or by an appropriate committee (subject to review by the Board of Directors) if such strict application would be unreasonable or unduly harsh under the circumstances or is inconsistent with applicable law. Any such modification or waiver must be in writing.

[Note: This provision has been added.]

Section 7.1 Use/Occupancy.

All Units within the Community shall be used only for those uses and/or purposes permitted by this Declaration, subject to any Rules and Regulations adopted by the Association.

Residential Units shall not be used for any purpose other than a residential dwelling except as set forth in this Section and as permitted by local zoning ordinances. Except for the Business Units, external advertising of any kind is prohibited. In no instance shall a home occupation be visible externally, nor shall any home occupation employ any person other than the Owner in the Unit.

Business Units shall be used solely for business and commercial purposes by the Owner, invitees, tenants, and lessees or for residential purposes by the Owner, its invitees, tenants, and lessees. All Business Unit uses shall be in accordance with the then applicable zoning ordinances of the Town of Mt. Crested Butte, Colorado, pertaining thereto.

[Note: This provision is similar to Paragraph 11 of your current Declaration.]

Section 7.2 Use of Patios and Balconies.

Nothing shall be hung from or placed outside the Unit, including patios and balconies, unless allowed in the Rules and Regulations.

[Note: This provision has been added.]

Section 7.3 Restrictions on Animals and Pets.

Keeping of domestic pets shall be addressed in the Rules and Regulations.

[Note: This provision has been added pursuant to your request.]

Section 7.4 Antennae.

Antennas shall be permitted pursuant to the Association's Rules and Regulations.

[Note: This provision has been added to address the Federal Communications Commission's policies on satellite dishes, which permits satellite dishes less than one meter may be placed on the Limited Common Elements, but not the Common Elements.]

Section 7.5 Nuisances.

No nuisance shall be permitted within the Community, nor any use, activity or practice which is the source of unreasonable annoyance or embarrassment to, or which unreasonably offends or disturbs any Owner or which may unreasonably interfere with the peaceful enjoyment or possession or the proper use of a Unit or Common Element, or any portion of the Community by residents. Nuisance shall be further defined in the Rules and Regulations.

[Note: This provision has been added.]

Section 7.6 Parking, Storage, and Repairs.

(a) Parking upon the Common Elements and Limited Common Elements shall be regulated by the Association.

(b) All parking spaces shall be used by the Owners or occupants for self-service parking purposes on a "first come, first served" basis; provided, however, that no Owner or occupant shall park more than one vehicle (owned or leased by such Owner, a member of their family or occupant of their Unit) on the Common Element parking spaces without the prior written consent of the Association.

(c) No vehicle may be parked in the Community unless such vehicle comfortably fits into a single space. Equipment shall not be stored in any manner as may be prohibited by rule or regulation. The foregoing may be parked as a temporary expedience for loading, delivery of goods or services, or emergency; provided, however, overnight parking of the same is prohibited. This restriction shall not apply to trucks or other commercial vehicles temporarily located within the Community which are necessary for construction or for the maintenance of the Common Elements, Units, or any improvement located thereon.

[Note: Please note that you may wish to add a note clarifying "temporary expedience" in this section (i.e., 24 consecutive hours). Otherwise, we recommend that you clarify temporary expedience in your Rules and Regulations.]

(d) No abandoned, unlicensed or inoperable automobiles or vehicles of any kind shall be stored or parked within the Community. An "abandoned or inoperable vehicle" shall be defined by Colorado statutes governing inoperable or abandoned vehicles on public streets, or as defined by rule or regulation adopted by the Association.

(e) No motor vehicle may impede the safe and efficient use of streets within the Community by residents, obstruct emergency access to/from the Community, or interfere with the reasonable needs of other residents to use their driveway or streets or guest parking within the Community.

(f) No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat, may be performed or conducted outside of the garages, except as permitted by the Association's Rules and Regulations or approval.

(g) Parking in fire lanes (as designated by the Association or as designated by local government or a local fire protection authority) shall be prohibited.

(h) If any vehicle is parked on any portion of the Community in violation of this Section or in violation of the Association's Rules and Regulations, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after 72 hours the vehicle may be towed or booted. The notice shall include the name and telephone number of a person to contact regarding the alleged violation. A notice also shall be conspicuously placed at the Community stating the name and telephone number of the person or entity which will do the towing and/or booting hereunder. If 72 hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six months of such notice, the vehicle may be towed or booted in accordance with the notice, without further notice to the vehicle owner or user, and the owner thereof shall be solely responsible for all towing and storage charges.

(i) If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or occupant's Unit or dwelling, is obstructing the flow of traffic, is parked on any grassy area, is parked in a space which has been assigned as exclusively serving another Unit, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed or booted immediately.

(j) If a vehicle is towed or booted in accordance with this Section, neither the Association nor any officer or agent of the Association shall be liable to any person for towing and storage costs or for any claim of damage as a result of the towing or booting activity. The Association's right to tow or boot is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. Notwithstanding anything to the contrary in this Section, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

[Note: This provision has been added.]

Section 7.7 Use of Common Elements.

Nothing shall be altered on, constructed in, or removed from the Common Elements without the prior written approval of the Association. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written approval of the Association.

[Note: This provision is similar to Paragraph 8 of your current Declaration.]

Section 7.8 No Annoying Lights, Sounds, or Odors.

No light shall be emitted from any portion of the Community which is unreasonably bright or causes unreasonable glare, and no sound or odor shall be emitted from any portion of the Community which would reasonably be found by others to be noxious or offensive, as further defined in the Rules and Regulations. Without limiting the generality of the foregoing, no exterior spot lights, searchlights, speakers, horns, whistles, bells or other light or sound devices shall be located or used on any portion of the Community except with the prior written approval of the Association.

[Note: This provision has been added.]

Section 7.9 Compliance with Insurance Requirements.

Except as may be approved in writing by the Association, nothing shall be done or kept on the Community which may result in a material increase in the rates of insurance or would result in the cancellation of any insurance maintained by the Association.

[Note: This provision has been added.]

Section 7.10 Restriction on Signs and Flags.

Signs, posters, billboards, and flags (including flag poles) may be displayed in accordance with Colorado law and this Declaration. The Association may prohibit signs and flags bearing commercial messages for Residential Units, and may establish reasonable, content-neutral regulations addressing the number, placement, or size of the signs and flags, and other objective factors as permitted by Colorado law.

[Note: This provision has been added.]

Section 7.11 Prohibition of Marijuana Distribution and Growing.

No Owner or occupant of a Unit may utilize such Unit for the purpose of growing or distributing marijuana or medical marijuana. This prohibition may further be clarified by the Board of Directors through Rules and Regulations. Owners will be responsible for any damage resulting from a violation of this restriction, including but not limited to increased water and utility charges.

[Note: This provision has been added pursuant to your request to prohibit the growth and distribution of marijuana in the Community.]

Section 7.12 Tanks.

No tanks of any kind (either elevated or buried), except for small portable tanks associated with an outdoor gas grill shall be erected, placed or permitted in the Community without the prior written approval of the Association.

[Note: This provision has been added.]

Section 7.13 Outbuildings and Temporary Structures.

An “outbuilding” shall mean an enclosed or covered structure not directly attached to the dwelling it serves. No outbuilding or temporary structure, including sheds, playhouses, swing sets, trailers, mobile homes, tents, shacks, barns, or detached garages or carports, shall be allowed in the Community unless approved in writing by the Board of Directors or the Architectural Review Committee. Further, no outbuilding or temporary structure shall be used in the Community at any time for residential purposes, either temporarily or permanently.

[Note: This provision has been added.]

Section 7.14 Restrictions on Clotheslines and Storage.

Except for retractable clotheslines which comply with reasonable aesthetic regulations adopted by the Board and except as otherwise permitted by Colorado law, no drying areas or yards, service yards, shops, equipment, storage or storage areas shall be installed, allowed, kept, maintained or permitted in the Community unless the same, in each instance, is expressly permitted in writing by the Association. Owners shall deem to hold the Association harmless from any claim resulting from any drying areas or yards, service yards, shops, equipment, storage or storage areas maintained in the Community.

[Note: This provision has been added pursuant to your request.]

Section 7.15 Trash Removal Restriction.

No garbage, refuse, rubbish, or cuttings shall be deposited on any street, road or any Common Elements or outside Units, unless placed in a suitable container suitably located. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage cans, trash cans or receptacles shall be maintained in an exposed or unsightly manner. The Association shall have the exclusive right to engage a trash removal contractor on behalf of the Owners.

[Note: This provision has been added.]

Section 7.16 Prohibited Activities.

No Owner or occupant of a Unit may engage in hoarding, creating conditions conducive to indoor fires, allowing Units to fall into a state of disrepair to the point that rodents or other pests enter, or any other conditions which could cause damage or harm to other Units in the Community.

[Note: This provision has been added pursuant to your request to prohibit activity in Units which could cause harm or damage to other Units or Owners (i.e. hoarding).]

Section 7.17 No Restrictions on Mortgaging of a Unit.

There are no restrictions on the right of the Owners to mortgage or otherwise encumber their Unit. There is no requirement for the use of a specific lending institution or particular type of lender.

[Note: This provision clarifies and simplifies Paragraph 29 of your current Declaration.]

Section 7.18 Map Restrictions.

The restrictions, if any, included on the Map for the Property are incorporated herein by this reference.

[Note: This provision has been added.]

Section 7.19 Rules and Regulations.

In furtherance of the provisions of this Declaration and the general plan, Rules and Regulations concerning and governing the Community or any portion thereof may be adopted, amended, or repealed from time-to-time by the Board of Directors. The Board of Directors may establish and enforce penalties for the infraction thereof.

[Note: This provision is similar to Paragraph 40 of your current Declaration.]

Section 7.20 Compliance with Governing Documents.

Each Owner shall comply strictly with the provisions of this Declaration, the Articles of Incorporation, Bylaws, and the Rules and Regulations of the Association, as amended.

[Note: This provision is similar to Paragraph 19 of your current Declaration.]

Section 7.21 Use of the Words Village Center Condominiums and Village Center Condominium Association.

No resident or Owner shall use the words Village Center Condominiums or Village Center Condominium Association or the logo of the Community or Association, if any, or any derivative thereof, in connection with any goods, materials or services, the use of which is likely to cause confusion, mistake or deception as to the source or origin of such goods, materials or services, without the prior written consent of the Association.

[Note: This provision has been added and is intended to prevent residents from using the Association or Community name in connection with personal business uses not associated with the operation of the Association or the Community.]

ARTICLE 8 MODIFICATIONS TO UNITS

[Note: This Article substantially expands Sections 12.5 and 17.5 of your current Declaration to authorize an Architectural Review Committee and to provide procedures for seeking modifications to Units.]

Section 8.1 Alterations of Units or Limited Common Element Balconies Without a Change in Allocated Interests or Boundaries of a Unit.

Owners shall have the right, with written approval from the Committee, and subject to the provisions of this Article, to make the following alterations to their Units or Limited Common Element balconies:

- (a) Interiors. Owners have the right to make any improvements or alterations to the interior of their Unit as provided for in this Article.
 - (i) Decoration of Unit. The rights and restrictions in this Article shall not be construed to restrict a Member's right to decorate their Unit as they should so determine; provided, however, that to the extent such decoration (including but not limited to window coverings) is visible from the exterior of any Unit and detracts, in the reasonable judgment of the Board, from the aesthetic or architectural integrity of the Community, the Member may be required to undertake such reasonable measures as the Board may determine to eliminate such detraction.
 - (ii) Nonstructural and Structural Interior Alterations. The rights and restrictions in this Article shall not be construed to restrict a Member's right to move, remove, alter or change any interior, nonstructural wall or partition, or change the use and/or designation of any room within their Unit; provided, however, that such change shall not affect the structural integrity of the Community or mechanical or utility systems of the Community. No structural alterations to any Unit or any Common or Limited Common Elements shall be done by any Owner, without the prior written approval of the Committee.
 - (iii) No Combination of Units. Units may not be combined in the Community without specific written approval from the Board of Directors, with related costs to be the responsibility of the Owner.

(b) Exteriors. Owners have the right to make improvements or alterations to the exterior Limited Common Element patio or deck area, as provided for in this Article.

(c) Limitations. Rights of Owners under the prior provisions are limited by the following restrictions:

(i) General Restriction. The alterations and modifications cannot impair the structural integrity, electrical systems, mechanical systems, utilities, lessen the support of any portion of the Community, enclose a Limited Common Element as improved interior space or as a part of a Unit, or violate any of the provisions of this Article.

(ii) Exterior Changes. No exterior change, addition, or other improvement shall be made to the exterior of any Unit without written approval of the Association.

(iii) Painting, Decals, and Window Coverings. No painting, attaching of decals or other decoration shall be done on any exterior part or surface of any Unit, or on the interior surface of any window, nor shall any window coverings other than a neutral color be installed inside a Unit, without written approval of the Committee, except for holiday decorations, holiday displays, holiday flags and/or holiday signs, which shall be expressly allowed, subject to the Committee's discretion and pursuant to the Rules and Regulations.

(d) Application and Approval Requirements. All changes allowed for under the above authority may only be made by the Owners of those Units, as applicant, after application to and approval by the Committee. The application and approval process shall include at least the following:

(i) Signatures. The signatures of all of the Owners of the Units that are proposed to have changes must be on the application;

(ii) Representations. The Owners must represent and warrant that the proposed modifications do not affect the structural integrity, electrical systems, mechanical systems, utilities, lessen the support of any portion of the Community or violate any of the provisions of this Article;

(iii) Contents of the Application. The application must contain at least the following:

(1) evidence sufficient to the Committee that the applicant has complied with and/or will comply with all local rules and ordinances and that the proposed changes do not violate the terms of any document evidencing a security interest of a lender in any of the applicant's Units;

(2) all necessary and proper permits and approvals from the appropriate governmental authorities have been or will be obtained;

(3) proof that the contractor(s) of the Owner is/are licensed and adequately insured; and

(4) such other information as may be reasonably requested by the Committee.

(iv) Agreement May Be Required. The Committee may require the Owner's written agreement (in the form required by the Association) providing for the following:

(1) for the Owner to be responsible, now and/or in the future, for any structural deficiencies or problems, electrical deficiencies or problems, mechanical structural integrity, electrical systems, utility or mechanical deficiencies or problems or problems associated with a lessening of support of any portion of the Community, or for violations of any of the provisions of this Article, all as may reasonably be determined by the Committee;

(2) for the Owner's agreement to be responsible for ongoing maintenance, repair, replacement and improvement of any or all of the proposed additions/modifications of the Owner. The Committee may require Owners to be responsible for all or some of the maintenance, repair, replacement and improvement of the proposed modifications;

(3) for the Owner's payment of the fees and costs of the Committee, together with a deposit against fees and costs which the Committee will incur in reviewing and effectuating the application, in an amount reasonably estimated by the Committee, in advance of any billing for costs and expenses of the Committee;

(4) for reasonable advance notice by the Owner for the work to be performed, from the Owner or from the Owner's contractor; and

(5) satisfaction of all conditions as may be reasonably imposed by the Committee.

Section 8.2 Alterations of Units or Limited Common Element Balconies With a Requested Change in Allocated Interests or the Boundaries of a Unit.

Subject to the provisions of this Article, and pursuant to the procedures described in section 38-33.3-217 of the Act, the following changes may be made, after application to the Committee by the Owners of those Units and written approval by the Committee:

(a) Conversion of Limited Common Element to Unit. Boundaries of a Unit, to include a former Limited Common Element deck or patio on which an Owner has been approved to make alterations (as provided for in this Section of this Article), may be changed, as provided for in this Article and with approval of at Members holding at least 67% of the total votes entitled to be cast in the Association.

(b) Limitations. No relocation of Unit boundaries shall be effected without the necessary amendments to the Declaration and Map, as provided for in this Article with those amendments, executed and recorded by the Association, pursuant to section 38-33.3-217 of the Act.

(c) Application and Approval Requirements. The Owners of the Units, as the applicant, must submit an application to the Committee, which must be approved by the Committee before the Owner proceeds, including all of the criteria set forth above and the following additional items (if application process is used above) and must also enter into an agreement with the Association, including the items set forth above:

(i) Reallocations. The proposed reallocation of interests, if any, which may include a re-allocation of Common Expense liability, to account for an increase in size to the Unit or Units of the Owner, if sought by the applicant or required by the Committee; and

(ii) Forms of Amendments. The proposed form for amendments to this Declaration, including the Map, as may be necessary to show the altered boundaries, and their dimensions and identification.

Section 8.3 Maintenance Responsibilities.

For all modifications made to a Unit by an Owner, whether made under the authority and with the approvals under this Article, or whether made previously or without approvals required under this Article, the Owner shall be responsible for maintenance, repair and replacement of all modifications unless the Association expressly assumes any of those responsibilities in writing.

Section 8.4 Acknowledgment of Owners.

Owners acknowledge, accept and agree to the following:

(a) Owners will not commence construction or installation of an improvement until they have submitted improvement plans and specifications and received written approval from the Committee;

(b) Owners shall immediately comply with any request by the Committee for additional information relating to an improvement prior to the Committee's approval of a request and/or prior to the completion of an improvement. Failure to comply with such a request by an Owner shall result in the withdrawal of Committee approval, if previously granted;

(c) Committee approval does not constitute approval of the local building or zoning department, drainage design or structural soundness;

(d) Owners, by submitting an application for approval, hereby certify:
(i) they will construct or modify improvements located only on or in their own Unit or upon Property which they have permission to construct, modify or improve; and (i) they will not violate any easements, rights-of-way, or other rights appurtenant to such Property.

(e) Owners shall notify the Committee of completion of the improvement's installation or construction within five days of such completion;

(f) Upon completion of an improvement, Owners authorize the Committee or its representative(s) to enter onto the Unit for exterior inspection;

(g) Failure of an Owner to notify the Committee of completion of an approved improvement, or refusal to allow inspection, shall result in the withdrawal of the Committee's approval;

(h) If the improvement as built does not conform to the improvement as approved by the Committee, the Committee's approval will be deemed withdrawn, and upon written request of the Committee, Owners shall, at their own expense and cost, promptly bring the improvement into compliance with the submitted and approved plans and specifications;

(i) In the event of withdrawal of Committee approval for any reason(s) cited in this Section, and upon written request from the Committee, the Owner, at their expense and cost, shall promptly restore the Unit to substantially the same condition as it existed prior to commencement of the improvement's installation or construction, and such withdrawal will be deemed to toll the statute of limitations as it pertains to the improvement until such time as the improvement is brought into compliance.

[Note: Colorado appellate courts have not yet ruled on the issue of tolling the statute of limitations in such a case. Therefore, the last sentence of this provision, which tolls the statute of limitations, may or may not be enforceable in a court of law. Nevertheless, having this provision in your Declaration gives the Association a higher probability of being able to toll the statute of limitations.]

Section 8.5 Architectural Criteria.

The Committee shall exercise its reasonable judgment to the end that all attachments, improvements, construction, landscaping and alterations to improvements on a Unit shall comply with the requirements set forth in this Declaration. The approval or consent of the Committee on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious. Approval shall be based upon, but not limited to, conformity and harmony of exterior appearance with neighboring structures and Units, preservation of aesthetic beauty, and conformity with the specifications and purposes generally set out in this Declaration. Upon its

review of such plans, specifications and submittals, the Committee may require that the applicant(s) reimburse the Committee for actual expense incurred by it in its review and approval process.

Section 8.6 Establishment of the Committee.

The Committee shall consist of a minimum of three members appointed by the Board of Directors. In the event a Committee is not established, the Board shall perform all duties of the Committee as provided in this Article and the Governing Documents of the Association. The Board shall have the authority to remove any members of the Committee at their sole discretion.

Section 8.7 Architectural Guidelines.

The Committee may propose architectural guidelines from time to time, which guidelines may be approved by the Board of Directors and included in or with any Rules and Regulations of the Association.

Section 8.8 Reply and Communication.

The Committee shall reply to all submittals of plans made in accordance herewith in writing within 45 days after receipt. In the event the Committee fails to take any action on submitted plans and specifications within 45 days after the Committee has received the plans and specifications, approval shall be deemed to be denied. All communications and submittals shall be addressed to the Committee in care of the Association.

Section 8.9 Conditions of Approval.

In the discretion of the Board or the Committee, an Owner may be required to enter into a written agreement establishing the approval of the application in recordable form acknowledged by such Owner on behalf of themselves and all successors-in-interest. As a condition of approval for a requested architectural change, modification, addition or alteration, an Owner, on behalf of themselves and their successors-in-interest, affirms and shall assume, unless otherwise agreed in writing, all responsibilities for maintenance, repair, replacement and insurance to and on such change, modification, addition or alteration.

Section 8.10 Fees and Costs.

Owners shall be obligated to pay all fees and costs incurred by the Committee in reviewing and effectuating an Owner's application, whether by deposit, or subsequent invoice from the Association.

Section 8.11 Commencement and Completion of Construction.

All improvements approved by the Committee must be commenced within six months from the date of approval. If not commenced within such time, then such approval shall be deemed revoked by the Committee, unless the Committee gives a written extension for commencing the work. Additionally, except with written Committee approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the Owner, all work approved by the Committee shall be completed within six months of commencement.

Section 8.12 Variances.

The Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Declaration in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the conditions and restrictions contained in this Declaration or in architectural guidelines.

Section 8.13 Right to Appeal.

If the Board of Directors is not acting as the Committee, an Owner whose plans have been disapproved or conditionally approved may appeal any decision of the Committee to the Board of Directors. The Board of Directors shall review the decision of the Committee pursuant to the criteria set forth in this Article and/or the architectural guidelines. Any decision of the Committee may be overruled and reversed by a majority of the directors by a written decision setting forth the reasons for the reversal when the directors conclude that the Committee's decision was inconsistent with the criteria set forth in this Article and the guidelines.

Section 8.14 Waivers.

The approval or consent of the Committee, or appointed representative thereof, to any application for architectural approval shall not be deemed to constitute a waiver of any right to hold or deny approval or consent by the Committee as to any application or other matters subsequently or additionally submitted for approval or consent.

Section 8.15 Liability.

The Committee and the members thereof, as well as any representative of the Board designated to act on its behalf, shall not be liable in damages to any person submitting requests for approval or for any approval, or failure to approve or disapprove in regard to any matter within its jurisdiction under these covenants. Neither the Board nor the Committee shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. The Association will not make any investigation into title, ownership, easements, rights-of-way, or other rights appurtenant to Property with respect to architectural requests and shall not be liable for any disputes relating to the same.

Section 8.16 Enforcement.

Enforcement of these covenants, restrictions, charges and other provisions, as amended, may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provision. The Association shall have the right, but not the obligation, to institute, maintain and prosecute any such proceedings. In any action instituted or maintained under this Section, the Association may be entitled to recover its costs and reasonable attorney fees incurred pursuant thereto, as well as any and all other sums awarded by the court. Failure of the Association to enforce any covenant or restriction contained in this Section shall in no event be deemed a waiver of the right to do so thereafter. In addition, or in the alternative, the Association shall have all other enforcement rights as set forth in this Declaration.

ARTICLE 9 INSURANCE/CONDEMNATION/OBSOLESCENCE

[Note: This Article replaces Paragraph 25 of your current Declaration (as amended) to move all insurance obligations to chart form in Exhibit C of this document and to reflect the obligations set forth in the amendment questionnaire responses provided to us. Additionally, the damage, destruction and condemnation provisions (Paragraphs 30 and 32 through 37) have been eliminated and the provisions of the Colorado Common Interest Ownership Act have been adopted instead.]

Section 9.1 Insurance to be Carried by the Association.

The Association shall obtain and maintain in full force and effect, to the extent reasonably available and at all times, the insurance coverage set forth in Exhibit C of this Declaration, which insurance coverage shall be provided by financially responsible and able companies duly authorized to do business in the State of Colorado.

Section 9.2 Association Hazard Insurance on the Units and Common Elements.

(a) The Association shall obtain and maintain hazard insurance covering full replacement cost, loss, damage or destruction by fire or other casualty as set forth in Exhibit C of this Declaration. The Association's policy shall be in "studs out" format with the owners acquiring a policy to cover from the "studs in" for the Unit.

(b) If obtainable, the Association shall also obtain the following and any additional endorsements deemed advisable by the Executive Board: (a) an Inflation guard endorsement, (b) a Construction Code endorsement, (c) a demolition cost endorsement, (d) a contingent liability from operation of building laws endorsement, (e) an increased cost of construction endorsement.

(c) All blanket hazard insurance policies shall contain a standard non-contributory mortgage clause in favor of each holder of first lien security interests, and their successors and assigns, which shall provide that the loss, if any thereunder, shall be payable to the Association for the use and benefit of such holders of first lien security interests, and their successors and assigns, as their interests may appear of record in the records of the office of the Clerk and Recorder of the County of Gunnison County, State of Colorado.

(d) All insurance purchased by the Association pursuant to this Section shall run to the benefit of the Association, the Board of Directors, officers, all agents and employees of the Association, the Owners, and their respective mortgagees, and all other persons entitled to occupy any Unit, as their interests may appear.

(e) The Board of Directors shall make available for review by Owners a copy of the Association's insurance policy to allow Owners to assess their personal insurance needs. Each Owner shall have the right to obtain additional coverage at their own expense.

Section 9.3 Owner Insurance Responsibilities.

Unit Owners are specifically responsible for maintaining insurance as set forth in Exhibit C of this Declaration. Owners are also responsible for general liability insurance within a Unit. The liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any insurance carried by Unit Owners. The policies of insurance carried by the Association shall be primary, even if a Unit Owner has other insurance that covers the same loss or losses as covered by policies of the Association. The Association's insurance coverage, as specified in this Declaration, and under the Act, does not obviate the need for Unit Owners to obtain insurance for their own benefit.

Section 9.4 Association Flood Insurance.

The Association shall obtain flood insurance to the extent required by the Federal Emergency Management Agency (FEMA) or any other governmental agency.

Section 9.5 Association Liability Insurance.

The Association shall obtain a policy of public liability and property damage liability insurance covering the Common Elements, in such limits as the Board may determine from time to time, but not in any amount less than a combined single limit of \$1,000,000. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other uses of the Community. All liability insurance shall name the Association as the insured.

Section 9.6 Association Fidelity Insurance.

The Association shall obtain fidelity insurance to protect against dishonest acts of its officers, directors, trustees, employees, and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The fidelity coverage or bonds should be in an amount sufficient to cover the maximum funds that will be in the control of the Association, its officers, directors, trustees and employees, as required by law, but in no event less than three months' of Assessments plus everything in the reserve account.

Section 9.7 Association Worker's Compensation and Employer's Liability Insurance.

The Association shall obtain worker's compensation and employer's liability insurance and all other similar insurance with respect to its employees in the amounts and forms as may now or hereafter be required by law.

Section 9.8 Association Directors' and Officers' Personal Liability Insurance.

The Association shall obtain directors' and officers' personal liability insurance to protect the directors, officers, committee members, and any person acting at the discretion of the Board from personal liability in relation to their duties and responsibilities in acting on behalf of the Association.

Section 9.9 Other Association Insurance.

The Association may obtain insurance against such other risks, as it shall deem appropriate with respect to the Association responsibilities and duties.

Section 9.10 Miscellaneous Terms Governing Insurance Carried by the Association.

The Association shall maintain, to the extent reasonably available, insurance policies with the following terms or provisions:

- (a) All policies of insurance shall provide that each Owner is an insured under the policy with respect to liability arising out of such Owner's membership in the Association.

(b) All policies of insurance shall contain waivers of subrogation against any Owner or member of his or her household.

(c) All policies of insurance shall contain waivers of any defense based on invalidity arising from any acts of an Owner and shall provide that such policies may not be canceled or modified without at least 30 days prior written notice to all of the Owners, holders of first lien security interests and the Association.

(d) If requested, duplicate originals of all policies and renewals thereof, together with proof of payments of premiums, shall be delivered to all Eligible Mortgage Holders at least 10 days prior to the expiration of the then-current policies.

(e) All liability insurance shall include the Association, the Board, the manager or managing agent, if any, the officers of the Association, holders of first lien security interests, their successors and assigns and Owners as insureds.

(f) In no event shall any casualty insurance policy contain a co-insurance clause.

(g) All policies of insurance of the Association shall be primary, providing the primary insurance of the loss, if there is other insurance in the name of the Owner.

(h) All policies of insurance shall provide that the insurance thereunder shall not be invalidated, suspended, voidable or have any condition of recovery due to an act or omission by any Owner, only in respect to the interest of any particular Owner guilty of a breach of warranty, act, omission, negligence or non-compliance of any provision of such policy, including payment of the insurance premium applicable to the Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under any such policy, as to the interests of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

Section 9.11 Insurance Premium.

Insurance premiums for the above provided insurance shall be a Common Expense to be included as a part of the annual Assessments levied by the Association.

Section 9.12 Managing Agent Insurance.

The manager or managing agent, if any, shall be insured for the benefit of the Association, and shall maintain and submit evidence of such coverage to the Association, including professional liability or errors and omissions insurance, workers' compensation, unemployment and fidelity coverage, as set forth in the managing agent agreement.

Section 9.13 Annual Association Insurance Review.

The Board shall review the insurance carried by and on behalf of the Association at least annually.

Section 9.14 Adjustments by the Association.

Any loss covered by an insurance policy shall be adjusted by the Association, and the insurance proceeds for that loss shall be payable to the Association and not to any Owner or holder of a first lien security interest. The Association shall hold any insurance proceeds in trust for the Association, Owners, and holders of first lien security interests as their interests may appear. Proceeds must be distributed first for the repair or restoration of the damaged property. The Owners and holders of first lien security interest are not entitled to receive payment of any portion of the proceeds. The Association may determine how a surplus of proceeds, if any, shall be utilized.

Section 9.15 Responsibility for Payment of Deductible Amount.

Whether the Board, in its discretion, chooses to submit a claim under the Association insurance policies or not, the payment of the deductible amount for claims which the Association is responsible for insuring shall be as follows:

- (a) The Association shall pay or absorb the deductible amount for any work, repairs or reconstruction for damage to Common Elements unless the damage is the liability of an Owner, his family, guests, or invitees, as set forth in

this Declaration, in which case the Association shall seek reimbursement of the deductible amount as an Assessment in compliance with and under the terms of this Declaration.

(b) The Owner shall pay or absorb the deductible for any loss to the Unit that would be the responsibility of the Owner in the absence of insurance unless: (1) the loss is caused by the negligent or willful act or omission of the Association or another Owner, in which case the negligent party shall be responsible for the deductible, or (2) the loss is caused by the failure of another Owner to maintain any portion of the Unit, including any appliance, equipment, or fixture in a Unit, which that Owner is responsible to maintain in good working order and condition, in which case the Owner who has failed to maintain any such portion of the Unit resulting in damage to another's Unit will be responsible for the deductible. If a negligent Owner or Owner who fails to maintain their Unit as provided in this Declaration fails to pay the deductible for damage to a Unit, the Association may, but shall not be obligated to seek the deductible on behalf of the Owner suffering the loss as provided in this Declaration for the collection of Assessments.

Section 9.16 Duty to Repair.

Any portion of the Community for which insurance is required under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association or Owner.

Section 9.17 Condemnation and Hazard Insurance Allocations and Distributions.

In the event of a distribution of condemnation proceeds or hazard insurance proceeds to the Owners, the distribution shall be as the parties with interests and rights are determined or allocated by record and pursuant to the Act.

Section 9.18 Insurance Assessments.

If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair due to deductibles allocated to the Association or failure of the Association to maintain coverage to defray costs of repair and reconstruction which in the absence of insurance would be the maintenance responsibility of the Association, the deductible or additional cost shall be a Common Expense.

Section 9.19 Payment of Claims to Delinquent Owners.

Notwithstanding anything to the contrary in this Declaration, in the event of an insured loss under the Association's master hazard insurance policy for which the Association receives payment for a loss sustained by an Owner who is delinquent in the payment of Assessments, the Association may retain and apply such proceeds recovered to the delinquency. Any surplus remaining after application of the proceeds to any delinquency shall be paid by the Association towards the necessary repairs.

Section 9.20 Obsolescence.

(a) Renewal and Reconstruction. Members holding at least 67% of the total votes entitled to be cast in the Association and 67% of the holders of a first mortgage on a Unit who has submitted a written request to the Association for notifications ("Eligible Mortgage Holders") may agree that the Property is obsolete and adopt a plan for renewal and construction. Notwithstanding the preceding, any plan for renewal involving a single building shall require the affirmative consent of 75% of the Ownership interest of the Common Elements of that building.

(i) If a plan for renewal or reconstruction is adopted by the Owners and Eligible First Mortgage Holders as described above, notice of the adoption of such plan shall be sent to all Owners and recorded, and the expense of renewal and reconstruction shall be payable by all of the Owners as Common Expenses; provided, however, that an Owner who does not desire to be a party to such plan for renewal or reconstruction may give written notice to the Association within 15 days after the date of the notice of the adoption of such plan that his or her Unit shall be purchased by the Association for the fair market value thereof.

(ii) The Association shall then have 30 days from receipt of a notice from an Owner that such Owner does not desire to participate in the plan within which to cancel such plan. If such plan is not cancelled, the Unit of the requesting Owner shall be purchased according to the following procedures:

(1) If such Owner and the Association can agree on the fair market value thereof, then such sale shall be consummated within 30 days after such agreement;

(2) If the parties are unable to agree on the fair market value, the date when either party notifies the other that they are unable to agree with the other shall be the "Commencement Date" from which all periods of time mentioned hereafter shall be measured.

Within 10 days following the Commencement Date, each party shall nominate an appraiser in writing (and give notice of such nomination to the other party). If either party fails to make such a nomination within 10 days of the Commencement Date, the appraiser nominated shall, within 5 days after default by the other party, appoint and associate with them another appraiser.

If the two designated or selected appraisers are unable to agree on the fair market value of the Unit, they shall appoint another appraiser to be umpire between them, if they can agree on such person.

If they are unable to agree upon such umpire, each appraiser previously appointed shall nominate two appraisers and from the names of the four appraisers so nominated one shall be drawn by lot by any judge of any court of record in Colorado, if the Association can arrange such judicial participation in this process, and otherwise by the President of the Association; and the name so drawn shall be such umpire.

The nominations from whom the umpire is to be drawn by lot shall be submitted within 10 days of the failure of the two appraisers to agree, which, in any event, shall not be later than 20 days following the appointment of the second appraiser. The decision of the appraisers as to the fair market value or, in the case of their disagreement, such decision of the umpire shall be final and binding and a judgment based upon the decision rendered may be entered in any court having jurisdiction.

The expenses and fees of such appraisers shall be borne equally by the Association and the Owner. Alternatively, in the event the purchase price so established is unacceptable to the Board of Directors, then the Association may cancel the plan or resubmit a revised plan, to include the purchase price established for the Unit of the Owner who does not desire to participate in the plan, to the Owners and Eligible Mortgage Holders for approval; and

(3) Unless the plan is canceled or the Board determines to resubmit the plan for approval, the sale shall be consummated within 15 days after the final determination of fair market value as determined above; and the Association, as attorney-in-fact, shall disburse such proceeds to the Association, Owner(s) and lienholders, as their interests may appear.

(b) Sale of Property. Members holding at least 67% of the total votes entitled to be cast in the Association and 67% of the Eligible Mortgage Holders may agree that the Community is obsolete and that the Community should be sold. In such instance, the Association shall send notice of the approval of such a sale to all Owners and record a notice executed by the Association's President and Secretary setting forth such fact and, upon recording of such notice, the Property shall be sold by the Association, as attorney-in-fact for all Owners, free and clear from the provisions contained in this Declaration.

The sales proceeds shall be collected and apportioned between the Owners on the basis of each Owner's appurtenant interest in and to the Common Elements as specified in the Declaration, and the proceeds shall be paid into separate accounts, each account representing one Condominium Unit.

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. The Association, as attorney-in-fact, shall use and disburse the total amount of each separate account, without contribution from one account to another, to the Association, Owner(s) and lienholders, as their interests may appear.

**ARTICLE 10 SPECIAL RIGHTS OF HOLDERS OF FIRST LIEN
SECURITY INTERESTS**

[Note: This Article has been added to provide updated mortgagee consent requirements. This provision is consistent with current government underwriting requirements, including VA, FHA, FANNIE MAE AND FREDDIE MAC.]

Section 10.1 General Provisions.

The provisions of this Article are for the benefit of holders, insurers, or guarantors of holders of first lien security interests recorded within the Community. To the extent applicable, necessary or proper, the provisions of this Article apply to both this Declaration and to the Articles and Bylaws of the Association. Eligible insurers and guarantors of a first lien security interest shall have the same rights as an Eligible Mortgage Holder.

Section 10.2 Special Rights.

Eligible Mortgage Holders shall be entitled to:

- (a) timely written notice from the Association of any default by a mortgagor of a Unit in the performance of the mortgagor's obligations under this Declaration, the Articles of Incorporation, the Bylaws or the Rules and Regulations, which default is not cured within 60 days after the Association learns of such default;
- (b) examine the books and records of the Association during normal business hours;
- (c) receive a copy of financial statements of the Association, including any annual audited financial statement;
- (d) receive written notice of all meetings of the Members of the Association;
- (e) designate a representative to attend any such meetings;

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

(g) written notice of abandonment or termination of the Association of the plan contemplated under this Declaration;

(h) 60 days written notice prior to the effective date of any proposed amendments of a material adverse nature to first mortgagees to this Declaration, the Articles of Incorporation, or the Bylaws;

(i) 60 days written notice prior to the effective date of termination of professional management of the Association or the Common Elements, when professional management had been required previously under the legal documents for the Community or by an Eligible Mortgage Holder; and

(j) immediate written notice as soon as the Association receives notice or otherwise learns of any damage to the Common Elements or to the Unit on which the Eligible Mortgage Holder holds a security interest, if the cost of reconstruction exceeds \$20,000.00 and as soon as the Association receives notice or otherwise learns of any condemnation or eminent domain proceedings or other proposed acquisition with respect to any portion of the Common Elements or any Units.

Section 10.3 Right to Pay Taxes and Insurance Premiums.

Any holder of a first lien security interest shall be entitled to pay any taxes or other charges which are in default and which may or have become a lien against a Unit or any of the Common Elements and may pay any overdue premiums on hazard insurance policies or secure new hazard insurance coverage for the Common Elements or Units.

ARTICLE 11 GENERAL PROVISIONS

Section 11.1 Compliance and Enforcement.

(a) Every Owner and occupant of a Unit shall comply with the Governing Documents, and each Owner shall have the right to enforce the covenants and restrictions, as set forth in this Declaration.

(b) The Association may enforce all applicable provisions of this Declaration, and may impose sanctions for violation of the Governing Documents. Such sanctions may include, without limitation:

(i) imposing reasonable monetary fines, after notice and opportunity for a hearing, which fine shall constitute a lien upon the violator's Unit;

(ii) suspending the right to vote and the right to use Common Elements;

(iii) exercising self-help (including, but not limited to, performing such maintenance responsibilities which are the Owner's responsibility under this Declaration and assessing all costs incurred by the Association against the Unit and the Owner as an Assessment) or taking action to abate any violation of the Governing Documents;

(iv) requiring an Owner, at the Owner's expense, to remove any structure or improvement on such Owner's Unit in violation of the Governing Documents and to restore the Unit to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed, at the Owner's expense, and any such action shall not be deemed a trespass, with all fees and costs in connection with such removal and restoration to be assessed to the Owner as an Assessment under the terms of this Declaration;

(v) without liability to any person, precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration from continuing or performing any further activities in the Community;

(vi) levying specific Assessments to cover costs incurred by the Association to bring a Unit into compliance with the Governing Documents; and

(vii) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

(c) In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, or otherwise fails to comply with the Governing Documents, the Association may record a notice of violation against the Owner and the Unit.

(d) All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorney fees and court costs, reasonably incurred in such action.

(e) The decision of the Association to pursue enforcement action in any particular case shall be left to the Board's discretion, subject to the duty to exercise judgment and be reasonable, as provided for in this Declaration, and further restricted in that the Board shall not be arbitrary or capricious in taking enforcement action. A decision of the Association not to pursue enforcement action shall not be construed as a waiver of the Association's right to enforce such provisions at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

[Note: This provision has been added.]

Section 11.2 Attorney Fees.

If an Owner fails to pay any Assessment or any other amount due to the Association as provided in this Declaration, the Association may require reimbursement for reasonable attorney fees and costs without the necessity of commencing a legal proceeding. If an Owner or an Owner's family member, guest, tenant, invitee or licensee fails to comply with any other provision of the Governing Documents, the Association may seek reimbursement for reasonable attorney fees and costs incurred as a result of such failure to comply, without the necessity of commencing a legal proceeding. In a legal proceeding in any way related to the Governing Documents or the Community, the court shall award to the party prevailing on each claim the prevailing party's reasonable attorney fees and costs incurred in asserting or defending the claim. Such reasonable attorney fees and costs, if awarded against an Owner, shall be charged as an Assessment and shall constitute a lien against the Unit.

[Note: This provision has been added pursuant to Colorado law.]

Section 11.3 Severability.

Each provision of this Declaration shall be independent and severable. If any provision of this Declaration is held invalid, the invalidity shall not affect other provisions of this Declaration which can be given effect without the invalid provisions or applications.

[Note: This provision is similar to Paragraph 42.1 of your current Declaration.]

Section 11.4 Term of Declaration.

The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

[Note: This provision is similar to Paragraph 7 of your current Declaration.]

Section 11.5 Amendment of Declaration by Owners.

Except as otherwise provided in this Declaration, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended, revised, removed, or repealed, and new provisions, covenants, conditions, restrictions or equitable servitudes may be added, at any time and from time to time, upon approval of Members holding at least 67% of the total votes in the Association, including Members holding not less than 51% of the votes of the Residential Units, and Members holding not less than 51% of the votes of the Business Units.

Any such amendments shall be certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association. Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of Gunnison County, State of Colorado of a certificate setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Association.

[Note: This provision is similar to Paragraph 20 (as amended) of your current Declaration.]

Section 11.6 Amendment of Declaration by the Association.

The Association shall have the authority to amend, revise, remove, repeal or add any provision to this Declaration, without Owner or mortgagee approval, in order to conform with any applicable state, city or federal law, and/or to bring the Declaration into compliance with applicable rules and regulations of the Federal National Mortgage Association (“Fannie Mae”), the Department of Housing and Urban Development (“HUD”) and the Veterans Administration (“VA”) pursuant to federal law.

[Note: This provision has been added to permit the Association to amend the Declaration without owner approval in order to comply with FHA guideline changes.]

Section 11.7 Captions.

All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any paragraph, section or article hereof.

[Note: This provision has been added.]

Section 11.8 Interpretation.

The provisions of this Declaration shall be construed to effectuate their purposes of creating a uniform plan for promoting and effectuating the fundamental concepts as set forth in this Declaration. The Board of Directors shall have the authority to interpret the meaning of any provision contained in this Declaration. This Declaration shall be construed and governed under the laws of the State of Colorado.

[Note: This provision has been added.]

Section 11.9 Singular Includes the Plural.

Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine and neutral.

[Note: This provision is similar to Section 42.3 of your current Declaration.]

Section 11.10 Conflict of Provisions.

In case of conflict between this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control. In the case of conflict between the Articles of Incorporation and Bylaws, the Articles of Incorporation shall control.

[Note: This provision has been added.]

Section 11.11 Challenge to this Amendment.

All challenges to the validity of this amendment must be made within one year after the date of recording of this document.

[Note: This provision has been added.]

IN WITNESS WHEREOF, the undersigned, being the president and the secretary of Village Center Condominium Association, hereby certify that Owners representing an aggregate ownership of 67% or more, of the general common elements, and constituting not less than 51% or more of the owners of the residential units and 51% or more of the owners of the business units, have approved this Declaration, as set forth in Exhibit D, by instrument(s) duly recorded in the real property records of Gunnison County, Colorado. Alternatively, a court order entered by the District Court for Gunnison County, Colorado pursuant to C.R.S. §38-33.3-217(7), has been entered approving this Declaration.

Village Center Condominium Association,
a Colorado nonprofit corporation

By: _____
President

ATTEST:

By: _____
Secretary

EXHIBIT A
DESCRIPTION OF PROPERTY

Attached.

EXHIBIT "A"

A tract of land being part of Lot Axtell of the Town of Mt. Crested Butte, Colorado, said lot also being located in the Northeast 1/4 (NE $\frac{1}{4}$) of Section 26, Township 13 South, Range 86 West of the 6th Principal Meridian, Gunnison County, Colorado, said tract being described as follows:

Commencing at the most northeasterly corner (marked by a 1/2 inch rebar monument with a surveyors cap marked Merrick & Co.) of a parcel of land described in Book 391 at page 390 of the records of Gunnison County, Colorado, said commencing point also being the most northwesterly corner of said Lot Axtell;

Thence South 29°40' West along the southeasterly boundary of the above said parcel 101.95 feet to the point of beginning of the tract herein described;

Thence continuing South 29°40' West along the above said southeasterly parcel boundary 183.05 feet to the southeasterly corner of the above said parcel;

Thence North 60°20' West along the southwesterly boundary of the above said parcel 32.98 feet to a corner monument marking the most northeasterly corner of a parcel of land described in Book 388 at page 85 of the Gunnison County records, said corner monument being marked by a 1/2 inch rebar with a surveyors cap marked Merrick and Co.;

Thence South 42°26' West along the Southeasterly boundary of the above said parcel 178.94 feet to the northeasterly boundary of Snowmass Road (LODGE SITES AREA subdivision - Gunnison County, Colorado);

Thence South 47°34' East along the above said Snowmass Road boundary 50.0 feet to the most southwesterly corner of the Ski Center Condominiums parcel of land according to the plat filed under Reception No. 294345 of 23 May, 1973;

Thence along the westerly and northern boundaries of the above said condominium parcel, first North 42°26' East 101.34 feet;

Thence on a curve to the right in distance of 67.10 feet; said curve having a radius of 80.21 feet and a chord which bears North 66°24' East 65.10 feet;

Thence South 89°38' East 59.81 feet;

Thence on a curve to the right a distance of 96.01 feet, said curve having a radius of 1455.0 feet and a chord which bears South 87°44'35" East 95.99 feet;

Thence leaving said condominium parcel on a curve to the left a distance of 160.77 feet, said curve having a radius of 475.0 feet and a chord which bears North $4^{\circ}38'58''$ West 160.0 feet;

Thence on a curve to the right a distance of 16.75 feet, said curve having a radius of 110.0 feet and a chord which bears North $9^{\circ}59'06''$ West 16.73 feet;

Thence North $61^{\circ}01'25''$ West 74.06 feet to the point of beginning, containing 0.82 acres.

SAVING AND EXCEPTING therefrom for itself, its assigns, successors and invitees, easements and rights of way over and across the easement areas and parking areas for pedestrian and vehicle travel and access and for the installation, maintenance and repair of utility lines.

Lot Emmons of the Town of Mt. Crested Butte, said lot being located in the Northeast $1/4$ ($NE\frac{1}{4}$) of Section 26, Township 13 South, Range 86 West of the 6th Principal Meridian, Gunnison County, Colorado, described as follows:

Beginning at a point which is in the East side of the Crested Butte-Gothic County Road also being the most southwesterly point of a parcel of land described for roadway purposes in Book 441 at page 316 of the records of Gunnison County, said beginning point also being South $51^{\circ}18.5'$ West 1496.12 feet from the northeast corner (brass cap) of said Section 26;

Thence proceeding around the tract along the southerly boundary of the said roadway parcel (described in Book 441, at page 316) along a curve to the right a distance of 37.54 feet said curve having a radius of 20.0 feet and a chord which bears North $39^{\circ}15'48''$ East 32.26 feet;

Thence South $86^{\circ}58'$ East 67.85 feet;

Thence on a curve to the left a distance of 69.70 feet said curve having a radius of 241.83 feet and a chord which bears North $84^{\circ}46'37''$ East 69.46 feet;

Thence on a curve to the left a distance of 91.76 feet, said curve having a radius of 241.83 feet and a chord which bears North $65^{\circ}38'59''$ East 91.21 feet;

Thence East 8.18 feet;

Thence leaving said roadway parcel South $12^{\circ}43'58''$ East 109.24 feet;

Thence on a curve to the left a distance of 49.55 feet, said curve having a radius of 25.0 feet and a chord which bears South $44^{\circ}03'23''$ West 41.83 feet;

Thence South $77^{\circ}16'02''$ West 59.86 feet;

Thence North $60^{\circ}20'$ West 40.78 feet;

Thence South $77^{\circ}16'02''$ West 134.44 feet to the said East side of the Crested Butte-Gothic County Road;

Thence North $11^{\circ}09'51''$ West along the above said East roadside 95.95 feet to the point of beginning, containing 0.637 acres.

SAVING AND EXCEPTING therefrom for itself, its assigns, successors and invitees, easements and rights of way over and across the easement areas and parking areas for pedestrian and vehicle travel and access and for the installation, maintenance and repair of utility lines.

EXHIBIT B
ALLOCATED INTERESTS

Attached.

EXHIBIT 1

<u>Building</u>	<u>Unit Number</u>	<u>HOA Apportionment</u>
Axtell Building	B 101	11.0347%
Axtell Building	B 201	10.7492%
Axtell Building	R 309	0.8940%
Axtell Building	R 310	1.2791%
Axtell Building	R 311	0.8940%
Axtell Building	R 312	1.0444%
Axtell Building	R 314	1.0518%
Axtell Building	R 315	1.0518%
Axtell Building	R 316	1.0518%
Axtell Building	R 317	0.8940%
Axtell Building	R 318	1.2828%
Axtell Building	R 319	0.8940%
Axtell Building	R 409	1.4913%
Axtell Building	R 410	1.6566%
Axtell Building	R 411	1.4913%
Axtell Building	R 412	1.6153%
Axtell Building	R 414	1.9027%
Axtell Building	R 415	1.8970%
Axtell Building	R 416	1.9008%
Axtell Building	R 417	1.9027%
Axtell Building	R 418	1.7881%
Axtell Building	R 419	1.6115%
Axtell Building	R 420	1.6585%
Axtell Building	R 421	1.4970%
Emmons Building	B 101	6.3842%
Emmons Building	B 201	10.8678%
Emmons Building	R 320	0.7551%
Emmons Building	R 321	1.2866%
Emmons Building	R 322	0.7551%
Emmons Building	R 323	1.0518%
Emmons Building	R 324	1.0518%
Emmons Building	R 325	1.0518%
Emmons Building	R 326	1.0518%
Emmons Building	R 327	0.8940%
Emmons Building	R 328	1.2791%
Emmons Building	R 329	0.8940%
Emmons Building	R 422	1.4970%
Emmons Building	R 423	1.6641%
Emmons Building	R 424	1.6191%
Emmons Building	R 425	1.4970%
Emmons Building	R 426	1.9027%
Emmons Building	R 427	1.9008%
Emmons Building	R 428	1.9027%
Emmons Building	R 429	1.9008%
Emmons Building	R 430	1.4970%
Emmons Building	R 431	1.6153%
Emmons Building	R 432	1.6547%
Emmons Building	R 433	1.4913%

EXHIBIT 2

<u>Building</u>	<u>Unit Number</u>	<u>Residential Apportionment</u>
Axtell Building	R 309	1.4665%
Axtell Building	R 310	2.0981%
Axtell Building	R 311	1.4665%
Axtell Building	R 312	1.7129%
Axtell Building	R 314	1.7253%
Axtell Building	R 315	1.7253%
Axtell Building	R 316	1.7253%
Axtell Building	R 317	1.4665%
Axtell Building	R 318	2.1043%
Axtell Building	R 319	1.4665%
Axtell Building	R 409	2.4462%
Axtell Building	R 410	2.7174%
Axtell Building	R 411	2.4462%
Axtell Building	R 412	2.6496%
Axtell Building	R 414	3.1210%
Axtell Building	R 415	3.1117%
Axtell Building	R 416	3.1179%
Axtell Building	R 417	3.1210%
Axtell Building	R 418	2.9330%
Axtell Building	R 419	2.6434%
Axtell Building	R 420	2.7204%
Axtell Building	R 421	2.4555%
Emmons Building	R 320	1.2385%
Emmons Building	R 321	2.1104%
Emmons Building	R 322	1.2385%
Emmons Building	R 323	1.7253%
Emmons Building	R 324	1.7253%
Emmons Building	R 325	1.7253%
Emmons Building	R 326	1.7253%
Emmons Building	R 327	1.4665%
Emmons Building	R 328	2.0981%
Emmons Building	R 329	1.4665%
Emmons Building	R 422	2.4555%
Emmons Building	R 423	2.7297%
Emmons Building	R 424	2.6557%
Emmons Building	R 425	2.4555%
Emmons Building	R 426	3.1210%
Emmons Building	R 427	3.1179%
Emmons Building	R 428	3.1210%
Emmons Building	R 429	3.1179%
Emmons Building	R 430	2.4555%
Emmons Building	R 431	2.6496%
Emmons Building	R 432	2.7143%
Emmons Building	R 433	2.4462%

EXHIBIT 3

<u>Building</u>	<u>Unit Number</u>	<u>Business</u> <u>Apportionment</u>
Axtell Building	B 101	28.2683%
Axtell Building	B 201	27.5369%
Emmons Building	B 101	16.3547%
Emmons Building	B 201	27.8401%

EXHIBIT - EMMONS BUILDING

<u>Building</u>	<u>Unit Number</u>	<u>Emmons Apportionment</u>
Emmons Building	B 101	13.4502%
Emmons Building	B 201	22.8958%
Emmons Building	R 320	1.5908%
Emmons Building	R 321	2.7106%
Emmons Building	R 322	1.5908%
Emmons Building	R 323	2.2160%
Emmons Building	R 324	2.2160%
Emmons Building	R 325	2.2160%
Emmons Building	R 326	2.2160%
Emmons Building	R 327	1.8836%
Emmons Building	R 328	2.6948%
Emmons Building	R 329	1.8836%
Emmons Building	R 422	3.1538%
Emmons Building	R 423	3.5060%
Emmons Building	R 424	3.4110%
Emmons Building	R 425	3.1538%
Emmons Building	R 426	4.0085%
Emmons Building	R 427	4.0046%
Emmons Building	R 428	4.0085%
Emmons Building	R 429	4.0046%
Emmons Building	R 430	3.1538%
Emmons Building	R 431	3.4031%
Emmons Building	R 432	3.4862%
Emmons Building	R 433	3.1419%

EXHIBIT - AXTELL BUILDING

<u>Building</u>	<u>Unit Number</u>	<u>Axtell Apportionment</u>
Axtell Building	B 101	21.0046%
Axtell Building	B 201	20.4612%
Axtell Building	R 309	1.7018%
Axtell Building	R 310	2.4348%
Axtell Building	R 311	1.7018%
Axtell Building	R 312	1.9878%
Axtell Building	R 314	2.0021%
Axtell Building	R 315	2.0021%
Axtell Building	R 316	2.0021%
Axtell Building	R 317	1.7018%
Axtell Building	R 318	2.4419%
Axtell Building	R 319	1.7018%
Axtell Building	R 409	2.8388%
Axtell Building	R 410	3.1534%
Axtell Building	R 411	2.8390%
Axtell Building	R 412	3.0747%
Axtell Building	R 414	3.6217%
Axtell Building	R 415	3.6110%
Axtell Building	R 416	3.6182%
Axtell Building	R 417	3.6217%
Axtell Building	R 418	3.4036%
Axtell Building	R 419	3.0676%
Axtell Building	R 420	3.1570%
Axtell Building	R 421	2.8495%

EXHIBIT C
MAINTENANCE AND INSURANCE OBLIGATIONS

“A” = Association obligation

“O” = Owner obligation (collectively, Residential Unit Owners and Business Unit Owners)

“RA” = Residential Association only

“RO” = Residential Unit Owner only

“BA” - Business Association only

“BO” - Business Unit Owner only

“N/A” = not applicable

The term “maintenance” includes repair and replacement unless otherwise noted on the Chart.

	MAINTENANCE	INSURANCE
BUILDING EXTERIORS		
Building - structure, including foundation, columns, girders, beams and supports	A	A
Siding, sheathing, wrap, brick, trim, molding and other exterior facade surfaces	A	A
Exterior stoops, steps and concrete surfaces	A	A
Gutters and downspouts	A	A
Limited Common Element porches, patios and balconies - general cleaning	O	N/A
Residential Limited Common Element porches, patios and balconies - maintain, repair and replace	RA	RO
Business Unit porches, patios and balconies - maintain, repair and replace	BA	BO
Roof shingles and roof underlay	A	A

	MAINTENANCE	INSURANCE
Chimneys (exterior portions) and chimney caps	RO	RO
Window screens	O	A
Interior glass surfaces - cleaning, repair and replacement	O	N/A
Exterior glass - repair and replacement	Interior pane - O Exterior pane - BA/RA	A
Window panes and frames - painting and staining	RA/BA	A
Window components --maintenance, repair, and replacement, including: <ul style="list-style-type: none"> • Panes • Frames • Rail • Casing • Apron • Side Jamb • Outer Sill 	RA/BA	A
Window trim and caulking	RA/BA	A
Exterior Unit doors - painting and staining	RA/BA	A
Exterior Unit doors including peep holes, doorknobs and lock mechanisms - maintenance and repair	RA/BA	A
Balcony/patio sliding glass doors	RA/BA	A
Exterior light fixtures	A	A
UTILITIES		
Utilities <u>outside</u> Units servicing more than one Unit: <ul style="list-style-type: none"> • Electrical and other wires • Water and sewer pipes 	A	A

	MAINTENANCE	INSURANCE
<ul style="list-style-type: none"> • Cables • Circuit boxes • Water meters • Circuit breakers 		
Utilities <u>outside</u> Units servicing only one Unit: <ul style="list-style-type: none"> • Electrical and other wires • Water/sewer pipes • Cables • Circuit boxes • Water meters • Circuit breakers 	A	A
Utilities <u>inside</u> Units and servicing only that Unit: <ul style="list-style-type: none"> • Furnaces • Heating equipment • Thermostats • Ducts • Conduits • Water pipes • Electrical wiring • Electrical outlets • Telephone wiring • Telephone outlets • Light switches • Hot water equipment • Cable wiring • Compressors • Sump pumps • Circuit breakers 	O	O
Utilities <u>inside</u> Unit but servicing more than one Unit: <ul style="list-style-type: none"> • Furnaces • Heating equipment 	A	A

	MAINTENANCE	INSURANCE
<ul style="list-style-type: none"> • Ducts • Conduits • Electrical wiring • Telephone wiring • Hot water equipment • Cable wiring • Circuit breakers 		
Air conditioners, including condensers and lines running from/to such equipment	O	O
RESIDENCE INTERIORS		
Furnishings, including all personal property such as furniture, electronics, jewelry and clothing	O	O
Window coverings	O	O
Permanent fixtures including but not limited to: <ul style="list-style-type: none"> • ceiling fans • hand rails • cabinets • countertops • bathtubs and showers • sinks • toilets 	O	O
Appliances including: <ul style="list-style-type: none"> • oven • range • refrigerator • dishwasher • washer/dryer • countertop microwave . 	O	O
Fireplace components for all Units, as follows:	O	A

	MAINTENANCE	INSURANCE
<ul style="list-style-type: none"> • façade • screen 		
Interior <u>non-perimeter</u> walls, floors, and ceilings, including finished and unfinished surfaces, doors, drywalls, studs, insulation, hardware, and other material lying within such walls, floors and ceilings	O	O
Unfinished surfaces of perimeter walls. <ul style="list-style-type: none"> • Unfinished surface of Drywall 	O	A
Finished surfaces of <u>perimeter</u> walls and ceilings, including: <ul style="list-style-type: none"> • paint • wallpaper • paneling • texture 	O	O
Finished surfaces of <u>perimeter</u> floors - including: <ul style="list-style-type: none"> • tile • vinyl • hardwood • carpeting 	O	O
Any components lying <u>between the perimeter drywalls and residence exterior</u> , including but not limited to: <ul style="list-style-type: none"> • insulation • girders • beams • pipes • wiring • plumbing 	A	A

	MAINTENANCE	INSURANCE
Subflooring	A	A
Basements	A	A
Crawl spaces	A	A
GROUNDS		
Retaining walls	A	A
Landscaping	A	A
Irrigation system and time clocks	A	A
Private roads, drives, and sidewalks	A	A
Driveways	A	A
Hot Tubs	R/A	R/A
Monuments and signage	A	A
Perimeter fence	A	A
OTHER		
Snow removal from driveways and sidewalks	A	A
Garbage pick-up	A	A
Common Elements existing in Community and not otherwise listed	A	A
Any personal property of Owners not otherwise listed	O	O
Any Owner installed exterior/interior improvement not otherwise listed	O	O

EXHIBIT D
OWNER APPROVALS

[Owner ballots to be attached]