

PEBBLE CREEK CONDOMINIUM HOMEOWNERS ASSOCIATION

CONDOMINIUM DECLARATION

ARTICLES OF INCORPORATION

BY-LAWS

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For
PEBBLE CREEK CONDOMINIUMS

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**CONDOMINIUM DECLARATION
FOR
PEBBLE CREEK CONDOMINIUMS**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, REAL ESTATE MANAGEMENT CORPORATION, a Colorado corporation, hereinafter called the Declarant, is the owner of real property located in the City and County of Denver, State of Colorado, legally described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Declarant desires to establish a condominium project under the Condominium Ownership Act of the State of Colorado; and

WHEREAS, certain building improvements have previously been constructed on the aforesaid real property, which building improvements shall consist of separately designated condominium units; and

WHEREAS, Declarant does hereby establish a plan for the ownership in fee simple of the condominium estates, subject to the easements, restrictions, reservations, rights-of-way, conditions, taxes and assessments of record and reservations in this Declaration, consisting of the area or space contained in each on the air space units located in the building improvements and the co-ownership by the individual and separate owners thereof, as tenants-in-common of all of the remaining property (except such property as is otherwise reserved herein) which property is hereinafter defined and referred to as the general common elements.

NOW, THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, reservations, limitations and obligations shall be deemed to run with the land, shall be a burden and a benefit of Declarant, its successors and assigns, any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees or assigns.

DEFINITIONS

1. The following definitions shall apply unless the context expressly provides otherwise.

1.1 "Unit" means one individual air space which is contained within the unfinished perimeter walls, floors, ceilings, windows and doors of each unit as shown on the Condominium Map to be filed for record, together with all fixtures and improvements therein contained, but not including any structural components of the building or other General Common Elements, if any, located within the unit.

1.2 "Condominium Unit" means the fee simple interest title in and to a unit, together with the undivided interest in the general common elements and the appurtenant limited common elements thereto.

1.3 "Owner" means a person, firm, corporation, partnership, association or other legal entity, or any combination thereof, who owns one or more condominium units.

1.4 "General Common Elements" means and includes:

1.4.1 The land on which the buildings are located as described above;

1.4.2 The foundations, columns, girders, beams, supports, main walls, roof (except as otherwise provided for herein), lanais, swimming pool, club room, parking areas, walks, walkways and retaining walls;

1.4.3 The mechanical installations of the buildings consisting of the equipment and materials making up any central services existing for common use, such as, but not necessarily limited to, power, light, gas, hot and cold water and heating;

1.4.4 Any tanks, pumps, motors, fans and compressors, existing for common use; and

1.4.5 Such enclosed air spaces in the buildings as are provided for community or common use; and

1.4.6 All other parts of the buildings and of the entire premises necessary or convenient for their existence, maintenance and safety or normally in common use.

1.5 “Limited Common Elements” means any parts of the general common elements reserved for use by fewer than all the owners of individual units, as shown on the Map or as may be subsequently determined by the Association of unit owners, such as, but not limited to, balconies or lanais appurtenant to units.

1.6 “Common Expenses” means and includes expenses of administration and operation of the condominium property, and the expenses of maintenance, repair or replacements of expenses by the provisions of this Declaration and/or By-Laws of the Association, and expenses agreed upon as such by the owners.

1.7 “Association of Unit Owners” or “Association” means Pebble Creek Condominium Homeowners Association, a Colorado corporation not for profit, the By-Laws of which shall govern the administration of the condominium project, and the members of which shall be the owners of the condominium units.

1.8 “Declaration” means this Declaration and supplements thereto, if any.

1.9 “Condominium Project” means all of the lands and improvements initially submitted by this Declaration and/or improvements subsequently submitted as is provided.

1.10 “Building” means the single building or structure containing the units as shown on the Map.

1.11 “Map” or “Condominium Map” means and includes the engineering survey of the land depicting and locating therein all of the improvements, the floor and elevation plans and any other drawing or diagrammatic plan depicting a part or all of the land and improvements thereon.

1.12 “Mortgage” shall mean any mortgage, deed of trust or other document pledging or encumbering a Condominium Unit as security for the payment or repayment of a debt or obligation.

1.13 "Mortgagee" shall mean any person, corporation, partnership, trust, company, association, or other legal entity which takes, owns, holds or receives a mortgage.

DESCRIPTION AND ESTATES

2.1 The real property described above, including the improvements thereon, is hereby divided into 244 fee simple estates (Condominium Units). Each such estate shall consist of a separately designated unit and the undivided interest in and to the general common elements appurtenant to such unit as set forth on Exhibit "B" attached hereto and incorporated herein by reference.

2.2 After the Condominium Map and this Declaration have been recorded in the Office of the Clerk and Recorder of the City and County of Denver, State of Colorado, every contract, deed, lease, mortgage, trust deed, will or other instrument will legally describe a condominium unit as follows:

Condominium Unit No. _____, Pebble Creek Condominiums a Condominium, in accordance with the Condominium Declaration recorded on _____, 19__ in Book _____ at Page _____ and the Condominium Map recorded on _____, 19__, in Book _____ at Page _____ of the City and County of Denver Records.

Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber or otherwise affect not only the unit, but also the general common elements and any limited common elements appurtenant thereto. Each such description shall be construed to include a non-exclusive easement for ingress and egress for the use of the general common elements and any appurtenant limited common elements.

2.3 Each unit and its undivided interest in the general common elements and any limited common elements appurtenant thereto shall be inseparable and may be conveyed, leased or encumbered only as a condominium unit.

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

CONDOMINIUM MAP

3.1 The Map shall be filed for record prior to the first conveyance of any condominium unit. The Map shall consist of and set forth (1) the legal description of the surface of the real property; (2) the linear measurements and locations, with reference to the exterior boundaries of the real property, of the building and all improvements of the real property, of the building and all improvements built thereon; (3) the building name or designation; (4) the floor plans; (5) the number or designation of each unit; (6) the linear dimensions of each unit; (7) the elevations of the unfinished interior surface of the floors and ceilings as established from a datum plane, and the linear measurements showing the thickness of the perimeter walls of the building.

3.2 There shall be filed for record as part of the Map a certificate of a registered architect or licensed professional engineer certifying that the improvements as constructed conform substantially to the Map; that the Map fully and accurately depicts the improvements, the building name and designation, the condominium unit designations, the dimensions of such units, and the elevations of the unfinished floors and ceilings.

TAXATION

4. Declarant shall give written notice to the assessor of the City and County of Denver, State of Colorado, of the creation of such condominium ownership of property, as provided by law, so that each condominium unit may be deemed a separate parcel and subject to the separate assessment and taxation.

PARTITION

5.1 The general common elements shall be owned in common by all of the owners of the condominium units, and shall remain undivided, and no owner shall bring any action for partition or division thereof. Violation of this provision shall entitle the Association to personally collect, jointly and severally from the parties violating the same, the actual attorney's fees, costs and other damages the Association incurs in connection therewith. Further, all owners and the Association, covenant that they shall neither by act nor omission, seek to abandon, subdivide, encumber, sell or transfer the general common elements without first obtaining the written consent of all holders of first mortgages or deeds of trust of individual condominium units. Any action without the written consent of all of said mortgagees holding first mortgages or first deeds of trust shall be null and void.

5.2 No owner of a condominium unit shall partition or subdivide any such condominium unit so as to convey to a prospective owner an interest in less than an entire condominium unit.

POSSESSION AND USE

6.1 Each owner shall be entitled to exclusive ownership and possession of his unit except as otherwise herein specifically provided. Each owner may use the general common elements in common with the other unit owners, and the limited common elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of other owners. The Association may adopt rules and regulations governing the use of general and limited common elements, and pursuant to which limited common elements are allocated to the exclusive use of the owners of particular units provided such rules and regulations shall be uniform and non-discriminatory. The owner of a Condominium Unit shall have the exclusive use of the balcony, if any, immediately adjacent to such Owner's Condominium Unit.

6.2 Except as may otherwise be permitted by the Association each condominium unit shall be used and occupied solely for the purpose of lodging or as a dwelling by the owner or by the owner's family, guests, agents, employees, invitees and tenants. With the exception of a mortgagee in possession of the condominium unit following a default in a first mortgage or first deed of trust, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure of a first mortgage or first deed of trust, no owner shall be permitted to lease a unit for transient or hotel purposes. No owner may lease less than the entire unit. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the By-Laws of the Association, and that any failure by the lessee to comply with the terms of such document shall be a default under the lease. All leases shall be required to be in writing. Other than that set forth above, there are no restrictions on the right of any owner to lease his unit.

6.3 No structures of a temporary character (except as may be necessary during reconstruction), trailer, (other than delivery vehicles), tent, shack, garage, barn or other outbuildings shall be used or permitted to be kept or stored on any portion of the condominium project at any time either temporarily or permanently.

6.4 No animals, livestock or poultry of any kind shall be raised, bred or kept on the condominium project, except that dogs, cats or other household pets may be kept, subject to rules and regulations that are from time to time adopted or amended by the Association.

6.5 No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or maintained on the condominium project, nor shall the condominium project be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any condominium unit or any resident thereof. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the Declarant to maintain during the period of sale of the condominium units, upon such portion of the condominium project as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the sale of said condominium units, including but without limitation, a business office, storage area, signs, model units and sales office. It is expressly understood and agreed that Declarant shall have the right to use the related general common elements for sale and business office purposes, at a nominal rental of \$1.00 per year for a term not to exceed three years from the date of the recording of this Declaration.

6.6 No nuisances shall be allowed on the condominium project, nor any use or practice which is the source of annoyance to residents, or which interferes with the peaceful enjoyment or possession and proper use of the condominium project by its residents. All parts of the condominium project shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard to exist. No unit owner shall permit any use of his unit or make use of the common elements which will increase the rate of insurance upon the condominium project. The Association may adopt By-Laws and Rules and Regulations relative to abatement and enjoinder of nuisances.

6.7 No immoral, improper, offensive or unlawful use shall be permitted or made of the condominium project or any part thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

6.8 Rules and regulations may be adopted by the Board of Directors of the Association concerning and governing the use of the general and limited common elements; provided, however, that such rules and regulations shall be uniform and non-discriminatory. Copies of all such rules and regulations shall be furnished to unit owners prior to the time that they become effective.

6.9 Except for those improvements erected or installed by Declarant, no exterior additions, alterations or decorating to the buildings, nor changes in fences, hedges, walls and other structures shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, heights, materials, location and approximate cost of same shall have been submitted to and approved in writing by the Board of Directors of the Association, or by a representative designated by it, as to the conformity and harmony of external design and location with existing structures on the property. An owner shall not make structural modifications or alterations to his unit or installations located therein without previously notifying the Association in writing through the Managing Agent, or if no managing agent is employed, then through the President or the Board of Directors. The Association shall have the obligation to answer within thirty (30) days after receipt of such notice, and failure to do so within that time shall mean that there is no objection to the proposed modification or alteration. It is understood that the herein restriction is for the mutual benefit of all Unit Owners, to protect the structural elements and/or improvements that may affect the Common Elements. No owner shall have the right to alter the General Common Elements.

ENCROACHMENTS AND EASEMENTS

7.1 If any portion of the General Common Elements encroaches upon a unit or units by reason of damage, destruction, settling, shifting, repair or reconstruction, a valid easement for the encroachment and for its maintenance, so long as it stands, shall and does exist. If any portion of a unit or units encroaches upon the general common elements by reason of damage, destruction, settling, shifting, repair or reconstruction, a valid easement for such encroachment shall and does exist. For title or other purposes, no such encroachment and easement shall be considered or determined to be an encumbrance either on the general common elements or the units.

7.2 If at the time of the initial conveyance of title to a condominium unit there exists within such condominium unit water lines or sanitary sewer lines, which lines serve the unit or units directly adjacent to the condominium unit being conveyed, then, and in that event, Declarant reserves, for the benefit of the owner(s) of the unit(s) being then served by such lines, an easement to maintain and repair such existing water and sanitary sewer lines together with a right of access to such lines for necessary repairs and replacements. All costs and expenses necessary to maintain and repair said lines shall be borne by the owner(s) of the unit(s) being served by such lines.

7.3 Declarant for the benefit of the owners and future owners of the condominium units hereby reserves a right of way and easement for all existing utility lines or pipes, including, but not limited to water lines, sewer lines, gas lines, telephone lines, television cable lines, heat lines and such other utility lines and incidental equipment thereon. An easement is hereby granted to the Association, its officers, agents, employees and assigns upon, across, over, in and under the common elements and a right to make such use of the common elements as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration, including the right to construct and maintain on the common elements, maintenance and storage facilities for the use of the Association.

7.4 If any utility line referred to in 7.3 above is destroyed or damaged, the Association shall cause the same to be restored forthwith. Notwithstanding any other provision in this Declaration, an owner who by its negligence or willful act causes damages to any of the utility lines described in 7.2 above, shall bear the costs of restoration thereof, and other damages allowed by law.

MECHANIC'S LIENS

8. Subsequent to the completion of the improvements described on the Map, no labor performed or materials furnished and incorporated in a unit with the consent or at the request of the owner thereof, or his agent, or his contractor or subcontractor, shall be the basis for filing of a lien against the unit of any other owner not expressly consenting to or requesting the same, or against the general common elements owned by such other owners. Each owner shall indemnify and hold harmless each of the other owners from and against all liability arising from the assertion of such lien. The provisions herein contained are subject to the rights of the Managing Agent or Board of Directors of the Association as set forth in Section 10. Notwithstanding the foregoing, any first mortgagee of a Condominium Unit who shall become the owner of such Condominium Unit pursuant to a lawful foreclosure sale or the taking of a deed in lieu of foreclosure, shall not be under any obligation to indemnify and hold harmless other owners against liability for claims arising prior to the date such mortgagee becomes an owner.

ASSOCIATION ADMINISTRATION AND MEMBERSHIP

9.1 Administration. The administration of this condominium project shall be governed by the Certificate of Incorporation and By-Laws of the Association. An owner of a condominium unit shall be and remain a member of the Association for the period of his ownership.

9.2 Membership. Any person on becoming an owner of a condominium unit shall automatically become a member of the Association and be subject to the Certificate of Incorporation, this Declaration and to the By-Laws. Such membership shall terminate without any Association action whenever such person ceases to own a condominium unit, but such termination shall not relieve or release any such former owner from any liability or obligations incurred under or in any connection with the Association during the period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident

thereto. No certificates of stock shall be issued by the Association, but the Board of Directors may, if it so elects, issue one membership card to the owner (s) of a condominium unit. Such membership card shall be surrendered whenever ownership of the condominium unit designated thereon shall terminate.

9.2.1 Voting. The owners of a condominium unit shall be entitled to a vote in the Association equal to the undivided percentage interest in the general common elements appurtenant to such unit. Provided, however, the Declarant shall be entitled to elect all of the members of the Board of Directors and to control the Corporation until the Declarant has transferred condominium units to Purchaser's representing 90 percent of the undivided interest in the common elements, or until _____, 19___, whichever shall first occur.

9.3 The Association shall be granted all of the powers necessary to govern, manage, maintain, repair, administer and regulate the project and to perform all of the duties required of it. Notwithstanding the above, unless all of the first mortgagees of condominium units have given their prior written approval, the Association shall not be empowered or entitled to:

9.3.1 By act or omission, seek to abandon or terminate the condominium regime.

9.3.2 Partition or subdivide any Condominium Unit.

9.3.3 By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements.

9.3.4 Use hazard insurance proceeds for loss to the improvement for other than the repair, replacement or reconstruction of such improvements.

9.3.5 Abandon professional management of the condominium project.

9.4 Any holder of a first mortgage or first deed of trust shall have the right to examine the books and records of the Association during normal business hours, shall receive an annual audited (not necessarily certified) financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association and will also receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings. No material amendments to the By-Laws of the Association will be made unless all holders of recorded first mortgages or first deeds of trust give their approval to said amendment in writing.

ACCESS, MAINTENANCE AND REPAIRS

10.1 The Association shall have the irrevocable right, to be exercised by the Managing Agent or Board of Directors of the Association, or their designated agents or representatives to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the general common elements therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the general common elements or to another unit.

10.2 Damage to the interior or any part of a unit or units resulting from the maintenance, repair, emergency repair or replacement of any of the general common elements or as a result of emergency repairs within another unit at the instance of the Association shall be a common expense; provided, however, that if such damage is caused by negligent or other tortuous conduct of a unit owner, members of his family, his agent, employee, invitee, licensee or tenant, then such owner shall be responsible for such damage. The damaged improvements shall be restored to substantially the same condition which existed prior to the damage.

10.3 Except as provided in 10.6 below, each owner shall maintain in good repair the interior of his own unit, including its fixtures. All fixtures and equipment installed within the unit, commencing at a point where the utility lines, pipe, wires, conduits or systems (which for brevity are hereafter referred to as "Utilities") enter the unit shall be maintained and kept in repair by the owner thereof. Each owner of a condominium unit shall be responsible to maintain and repair the air-conditioning compressor, heating unit, and hot water heating units to the owner's unit. Each owner is hereby granted an easement across the general common element so that he may comply with the maintenance obligations imposed upon him relative to maintenance of said air-conditioning compressors, heating unit and hot water heating unit.

10.4 No owner shall do anything that will impair the structural soundness or integrity of the building, or impair any easement or hereditament.

10.5 The Association shall not be liable for any failure of water supply, or other service to be obtained and paid for by the Association hereunder, or for injury or damage to person or property caused by the elements, or by another owner or person on the project, or resulting from electricity, water, rain, dust or sand which may leak or flow from outside or from any parts of the building or from any of its pipes, drains, conduits, appliances, or equipment or from any other place, unless caused by the gross negligence of the Association or its agents.

10.6 The Association shall have the duty of maintaining and repairing all of the common elements within the project, except heating, air-conditioning and hot water heating units which are limited common elements appurtenant to a Unit. The cost of said maintenance and repair shall be a common expense of all of the Owners. The Association shall not need the prior approval of its members to cause such maintenance or repairs to be accomplished, notwithstanding the cost thereof.

10.7 The Association shall have the obligation and shall be required to operate, repair, and maintain all sanitary sewer lines situated on the property described on Exhibit "A" to the point of connection with the sanitary sewer line of the public utility serving the real property with water and sewer service.

10.8 The Association shall provide to the Owners the following services which shall be paid for out of the common expense assessment, to-wit:

10.8.1 Maintenance of the common elements, except as otherwise provided;

10.8.2 Administration and management of the project;

10.8.3 Providing common heating and lighting;

10.8.4. Obtaining the insurance required in Section 15 hereof;

10.8.5 Enforcement of the covenants, conditions and restrictions set forth in this Declaration, enforcement of the Association's rules and regulations, and collection of all obligations owed to the Association by the Owner;

10.8.6 Acting as attorney-in-fact in the event of damage or destruction as provided for in Section 19 hereof; and

10.8.7 Performing all other acts required by this Declaration, or the Articles of Incorporation and By-Laws of the Association.

10.8.8 Notwithstanding the above, the Association reserves the right to hire one or more persons or entities including a Managing Agent, contractors, and employees to perform such services, provided, however, that any Contract in regard to the hiring or employing of such Managing Agents, contractors or employees shall not be for a term in excess of one (1) year, renewable by agreement of the parties for successive one (1) year period, and shall provide that the same may be terminable on thirty (30) days written notice thereof, for cause, and terminable on sixty (60) days written notice thereof without cause or payment of a termination fee.

10.9 With respect to the vertical utility lines, whether inside or outside of the individual units, the Association shall be responsible for the maintenance and repair of such service line.

OWNERSHIP OF WALLS

11.1 No owner shall be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his unit. An owner shall be deemed to own and shall maintain the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, doors and windows, consisting of paint, wallpaper and other furnishing materials and the interior non-supporting walls contained within the units.

DECISIONS OF ASSOCIATION

12.1 Each owner shall comply strictly with the provisions of this Declaration, the Certificate of Incorporation of the Association, the By-Laws of the Association, and the decisions and resolution of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages including reasonable attorney's fees and costs or injunctive relief in the name of the Association on behalf of the owners, and in a proper case, by an aggrieved owner.

12.2 Upon the request of any holder of a first deed of trust on a condominium unit subject to this Declaration, the Association shall give a written notification to such holder of a first deed of trust of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under this Declaration which is not cured within thirty (30) days.

AMENDMENTS OR REVOCATION

13.1 Except as otherwise herein provided, this Declaration shall not be revoked or amended unless owners representing the aggregate ownership interest of seventy-five percent (75%) or more in the general common elements and all holders of recorded first mortgages or first deeds of trust encumbering condominium units consent thereto by instrument(s) duly recorded. Provided, however, 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 condominium unit owners and all holders of recorded mortgages or deeds of trust as expressed in a duly recorded amendment to this Declaration.

13.2 A sworn statement, by any person purporting to know of his own knowledge that the necessary persons have consented to such amendment or revocation, when duly recorded therewith, shall be prima facie evidence of such facts.

ASSESSMENTS PRORATION

14.1 All owners shall be obligated to pay the actual expenses incurred by the Board of Directors or Managing Agent of the Association to meet the common expenses, said expenses based on an estimated budget, to be reconciled with the expenses actually incurred at the end of each fiscal period, and any overages to be credited to each unit's account are to be set aside in a separate account for such purpose. The assessments shall be made prorata as set forth on Exhibit "B" attached. For assessment purposes, any limited common elements shall be maintained as general common elements, and owners having exclusive use thereof shall not be subject to special charges or assessments. Assessments for estimated common expenses shall be due monthly in advance on the first day of each month. Provided, however, the obligation of each individual owner of a condominium unit will not commence on the later of either April 1, 1980, or the date upon which each individual owner obtains title to his condominium unit. The Managing Agent or Board of Directors shall prepare and deliver or mail to each owner an itemized statement showing the various estimated or actual expenses for which assessments are made.

14.2 Assessments shall be based upon total cash requirements as determined by the Managing Agent or Board of Directors of the Association from time to time to be paid by all owners, to provide for all estimated expenses growing out of or connected with the maintenance and operation of the general common elements, which may include, among other things, expenses of management, taxes and special assessments until separately assessed; fire insurance and extended coverage and vandalism and malicious mischief endorsement attached, issued in the amount of the maximum replacement value of all condominium units (including all fixtures, interior walls and partitions, decorated and finished surfaces of perimeter walls, floors and ceilings, doors, windows and other elements or materials comprising a part of the units); casualty and public liability and other insurance premiums;

landscaping and care of grounds, common light and heating; repairs and renovation, trash and garbage collections, snow removal, wages, water and sewer charges, expenses relating to the operation and maintenance of the recreational areas, if any, legal and accounting fees, management fees, expenses and liabilities incurred by the Managing Agent or Board of Directors under or by reason of this Declaration, payment of any deficiency remaining from a previous period, creation of an adequate reserve fund for the maintenance, repair or replacement of the common elements that must be replaced on a periodic basis, together with a reasonable contingency or other reserve or surplus fund as well as other costs and expenses relating to the general common elements. Omissions or failures to fix the assessment for any month shall not be deemed a waiver, modification or release of the owners from their obligation to pay. Any reserve fund shall only be established through the payment of the monthly assessments for common expenses rather than by special assessment.

14.2.1 Any common expense which the Board of Directors of the Association determines to be of benefit to only one owner shall be borne by such owner.

14.3 No owner may exempt himself from liability for his contribution for the common expenses by waiver of the use of enjoyment of any of the common elements, or by abandonment of his unit.

INSURANCE

15.1 The Board of Directors of the Association or Managing Agent shall obtain and maintain, to the extent obtainable, policies involving standard premium rates, established by the Colorado Insurance Commissioner, and written with companies licensed to do business in Colorado and having insureds with a Best's Key Rating Guide of A or better, covering the risks set forth below. The Board of Directors of the Association or Managing Agent shall not obtain any policy where: (i) under the terms of the insurance company's charter, by-laws or policy contributions must be made by the insured to the insurance company for excess losses incurred by the insurance company; or (ii) by the terms of the insurance company's charter, by-laws or policy, loss payments are contingent upon action by the company's Board of Directors, policy holders or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent mortgagees or the mortgagor from collecting insurance proceeds.

15.1.1 Fire insurance with extended coverage and all risk endorsements, which endorsement shall include endorsements for vandalism, malicious mischief, boiler explosion and machinery with a minimum endorsed amount of \$50,000.00 per accident per location, insuring the entire condominium project and any other property, the nature of which is a common element (including all of the units, fixtures therein initially installed by the Declarant but not including furniture, furnishings or other personal property supplied by or installed by unit owners) together with all service equipment contained therein in an amount equal to the full replacement value, without deduction for depreciation, and which shall contain a standard non-contributory mortgage clause in favor of each mortgagee of a condominium unit which shall provide that the loss, if any, thereunder, shall be payable to the Association for the use and benefit of mortgagees as their interest may appear.

15.1.2 If the condominium project is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, a “blanket” policy of flood insurance for the condominium project in an amount which is the lesser of the maximum amount of insurance available under the Act or the aggregate of the unpaid principal balances of the mortgages on the condominium units comprising the condominium project.

15.1.3 Public liability and property damage insurance in such limits as the Board of Directors may from time to time determine, but not in an amount less than \$300,000.00 per injury, per person, per occurrence and umbrella liability limits of \$1,000,000.00 per occurrence, covering all claims for bodily injury or property damage. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other use of the project. Said policy shall also contain a “severability of interest endorsement.”

15.1.4 Workmen’s Compensation and employer’s liability insurance and all other similar insurance in respect to employees of the Association in the amounts and in the form now or hereafter required by law.

15.1.5 The Association shall, if reasonably available, purchase, in an amount not less than one hundred fifty percent (150%) of the Association’s estimated annual operating expenses and reserves, fidelity coverage against dishonesty of employees, destruction or disappearance of money or securities and forgery. Said policy shall also contain endorsements thereto covering any persons who serve the Association without compensation.

15.1.6 The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the project, including plate or other glass insurance and any personal property of the Association located thereon.

15.2 All policies of insurance to the extent obtainable shall contain waivers of subrogation and waiver of any defense based on invalidity arising from any acts of a condominium unit owner and shall provide that such policies may not be cancelled or modified without at least ten (10) days prior written notice to all of the insureds, including mortgagees. Duplicate originals of all policies and renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees at least ten (10) days prior to expiration of the then current policies. The insurance shall be carried in blanket form naming the Association as the insured, as attorney-in-fact for all of the condominium unit owners, which policy or policies shall identify the interest of each condominium unit owner (owner’s name and unit number designation).

15.3 Prior to obtaining any policy of fire insurance or renewal thereof, the Board of Directors shall obtain an appraisal from a duly qualified real estate or insurance appraiser, which appraisal shall reasonably estimate the full replacement value of the entire condominium improvements without deduction for depreciation, for the purpose of determining the amount of the insurance to be effected pursuant to the provisions of this insurance paragraph. In no event shall the insurance policy contain a co-insurance clause for less than ninety percent (90%) of the full replacement cost. Determination of maximum replacement value shall be made annually by one or more written appraisals to be furnished by a person knowledgeable of replacement cost, and each mortgagee shall be furnished with a copy thereof within thirty (30) days after receipt of such written appraisals. Such amounts of insurance shall be contemporized annually in accordance with the currently determined maximum replacement value.

15.4 Unit owners may carry other insurance for their benefit and at their expense, provided that all such policies shall contain waivers of subrogation, and provided further that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carrier by any unit owner.

15.5 Insurance coverage on contents, merchandise, furnishings, including carpet, draperies, oven, range, refrigerator, wallpaper, disposal and other items of person or other property belonging to an owner and public liability coverage within each unit shall be the sole and direct responsibility of the unit owner thereof, and the Board of Directors, the Association and the Managing Agent shall have no responsibility therefor.

15.6 In the event that there shall be substantial damage or destruction to, or loss to a condominium unit or substantial damage or destruction to, or loss to the common elements, then notice of such damage or loss shall be given by the Association to each first mortgagee of said unit within ten (10) days after the occurrence of such event.

ASSESSMENTS – LIEN COLLECTION

16.1 All sums assessed from time to time for the share of common expenses chargeable to any condominium unit, and unpaid, plus interest thereon at eighteen (18%) percent per annum, shall constitute a lien on such unit superior to all other liens and encumbrances whether in existence before the particular assessment or not, excepting only: (1) Tax and special assessment liens of any governmental unit; and (2) all sums on a recorded first mortgage or first deed of trust, including all unpaid obligatory sums provided by such encumbrances and including additional advances made thereon prior to the date such lien becomes choate. Any holder of a first mortgage or first deed of trust who comes into possession of a unit pursuant to the remedies provided in a deed of trust or mortgage foreclosure of the mortgage or deed of trust or deed (or assignment) in lieu of foreclosure shall take the unit free and clear of any claim for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit.

16.2 To evidence such lien, the Board of Directors or Managing Agent shall be required to prepare a written notice setting forth the amount of such unpaid indebtedness, the description of and the name of the owner of the condominium unit. Such notice shall be signed by one of the Board of Directors or by the Managing Agent and shall be recorded in the office of the Clerk and Recorder of the City and County of Denver, State of Colorado. Such lien shall become choate on the due date of the assessment and shall be superior to all other liens except as hereinabove provided. Such lien may be enforced by foreclosure of the defaulting owner's condominium unit by the Association in like manner as a mortgage on real property. In any such foreclosure the owner shall be required to pay the costs and expenses of such proceedings, the costs, expenses and attorney's fees for filing the notice or claim of lien and all reasonable attorney's fees and costs in connection with the foreclosure. The owner shall also be required to pay to the Association the monthly assessments for the condominium unit during the period of foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association shall have the power to bid on the condominium unit at foreclosure sale and to acquire, hold, lease, mortgage and convey such unit.

16.3 Any encumbrancer holding a lien on a condominium unit may, but will not be required to, pay any unpaid common expenses for such unit, and thereupon such encumbrancer shall have a lien on such unit for the amounts paid of the same rank as the lien of his encumbrance.

UNPAID COMMON EXPENSES – ASCERTAINING LIABILITY

17.1 Upon payment of a reasonable fee, not to exceed \$20.00, and upon the written request of any owner or any mortgagee or prospective mortgagee of a condominium unit, the Association, by its Managing Agent, or if there is none, then by its Board of Directors, shall issue a written statement setting forth the amount of the unpaid common expenses, if any, with respect to such unit, the amount of the current monthly assessment and the date such assessment becomes due, credit for advanced payments or for prepaid items, including but not limited to insurance premiums, which statement shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless the request for such statement is complied with within ten (10) days, all unpaid common expenses which become due prior to the date of making such request shall be subordinate to the lien of the person requesting such statement.

17.2 Subject to the provisions of Section 16.1, the grantee of a Unit, except as mortgagee, or except a mortgagee who takes title pursuant to a foreclosure proceeding or a deed in lieu thereof, shall be jointly and severally liable with the grantor for all unpaid assessments against the unit for his proportionate share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor; provided, however, that upon payment of a reasonable fee not to exceed \$20.00, and upon written request, any such prospective grantee shall be entitled to a statement from the Managing Agent or if there is none, then by the Board of Directors, setting forth the amount of the unpaid common expenses, if any, with respect to the subject unit, the amount of the current monthly assessment and the date that such assessment becomes due, credit for advanced payment or

prepaid items, including but not limited to, insurance premiums, which statement shall be conclusive upon the Association insofar as the grantee is concerned. Unless the request for such a statement is complied with within ten (10) days, then such grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for any unpaid assessments against the subject unit. The grantor shall remain liable, however, for such amount together with all costs of collection, including reasonable attorney's fees.

ENCUMBRANCES

18. Any owner shall have the right from time to time to mortgage or encumber his interest in a condominium unit by deed of trust, mortgage or other security instrument, all of which for convenience are referred to hereinafter as mortgages. A first mortgage shall be one which has first and paramount priority under applicable law. The owner of a condominium unit may create junior mortgages only on the following conditions, which provisions shall be deemed part of such mortgages regardless of specific reference or of any attempt to avoid such conditions: (1) That such mortgages shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, lien for common expenses and other obligations created by this Declaration and by the Certificate of Incorporation and the By-Laws of the Association; (2) that such junior mortgagee shall release, for the purpose of restoration of any improvements upon the mortgaged premises all of his right, title and interest in the proceeds under all insurance policies upon said premises affected and placed upon the mortgaged premises by the Association. Such release shall be furnished forthwith by a junior mortgagee upon written request of the Association, and if not granted, may be executed by the Association as attorney-in-fact for such junior mortgagee.

DESTRUCTION OR DAMAGE

19.1 This Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the property upon its destruction or obsolescence and to maintain, repair and improve the buildings and general and limited common elements.

19.2 Title to any condominium unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed from the Declarant or from any owner shall constitute appointment of the attorney-in-fact herein provided. All of the owners irrevocably constitute and appoint the Association, their true and lawful attorney in their name, place and stead for the purpose of dealing with their property upon its destruction or obsolescence as hereinafter provided. As attorney-in-fact, the Association by its president and secretary, or other duly authorized officers or agents, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a condominium unit owner which is necessary or convenient to exercise the powers herein granted. Repair and reconstruction of the improvements as used in the succeeding subsection means restoring the improvements to substantially the same condition in which they existed prior to the damage, with each unit and the general and limited common elements having substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected

shall be available to the Association for the purpose of repair, restoration or replacement unless the owners and all first mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter.

19.2.1 In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvements shall be applied by the Association as attorney-in-fact, to such reconstruction and the improvements shall be promptly repaired and reconstructed. The Association shall have full authority, right and power as attorney-in-fact to cause the repairs and restoration of the improvements.

19.2.2 If the insurance proceeds are insufficient to repair and reconstruct the improvements(s) and if such damage is not more than 50% of the total value of all of the condominium units, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association as attorney-in-fact using the proceeds of insurance and the proceeds of an assessment to be made against the owners of units within the damaged building and their condominium units. Such deficiency assessment shall be a common expense and made pro rata according to each owner's percentage interest in the general common elements and shall be due and payable within thirty days after written notice thereof. The Association shall have full authority, right and power as attorney-in-fact, to cause the repair or restoration of the improvements using all of the insurance proceeds for such purposes notwithstanding the failure of any owner to pay the assessment. The assessment provided for herein shall be a debt of each owner and a lien on his condominium unit and may be enforced and collected as is provided in Section 16. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such deficiency assessment within the time provided and if not paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association. The proceeds derived from the sale of such condominium unit shall be used and disbursed by the Association, as Attorney-in-fact, in the following order:

- (1) For payment of the balance due on any first mortgage;
- (2) For payment of general property taxes and special assessment liens in favor of any assessing entity;
- (3) For payment of unpaid common expenses;
- (4) For payment of junior liens and encumbrances in the order of and to the extent of their priority;
- (5) The balance remaining, if any, shall be paid to the condominium unit owner.

19.2.3 If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is more than fifty percent (50%) of the total replacement cost of all of the Condominium Units in this project, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of a special assessment to be made against all of the Owners and their Condominium Units, provided, however, that Owners representing an aggregate ownership interest of seventy-five percent (75%) or more of the common elements and all of the mortgagees holding first mortgages or first deeds of trust approve to said repair or reconstruction the improvements in writing; and if the aforesaid approval to repair or reconstruct is not obtained, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's President and Secretary or Assistant Secretary, the entire project shall be sold by the Association pursuant to the provisions of this Paragraph, as attorney-in-fact for all of the Owners, free and clear of the provisions contained in this Declaration, the Map, Articles of Incorporation and By-Laws. Assessments for common expenses shall not be abated during the period prior to sale. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each Owner's interest in the common elements, and such divided proceeds shall be paid into separate accounts, each such account representing one of the Condominium Units. Each such account shall be in the name of the Association, and shall be further identified by the Condominium Unit designation and the name of the Owner. From each separate account the Association, as attorney-in-fact shall forthwith use and disburse the total amount of each of such accounts, without contribution from one account to another, toward the partial or full payment of the lien of any first mortgagee encumbering the Condominium Unit represented by such separate account. Thereafter, each such account shall be supplemented by the apportioned amount of the proceeds obtained from the sale of the entire property. Such apportionment shall be based upon each Condominium Unit Owner's interest in the common elements. The total funds of each account shall be used and disbursed, without contribution, from one account to another by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in Section 19.2.2 above. In the event that the damage is to be repaired or reconstruction is to be made then the provisions of Section 19.2.2 shall apply.

OBSOLESCENCE

20.1 Owners representing an aggregate ownership interest of 85% or more of the general common elements may agree that the condominium units are obsolete and adopt a plan for their removal or reconstruction, which plan must have unanimous approval of all holders of first mortgages and first deeds of trust. If such a plan is adopted, notice thereof executed by the Association shall be recorded, and the expenses of renewal and reconstruction shall be payable by all of the owners as common expenses, whether or not they have previously consented to the plan of renewal and reconstruction.

20.2 The owners representing an aggregate ownership interest of 85% or more of the general common elements may agree that the condominium units are obsolete and that the same should be sold. Such plan/agreement must have the unanimous approval of all holders of first mortgages and first deeds of trust. In such instance, the Association forthwith shall record a notice setting forth such fact or facts, and upon the recording of such notice, the entire premises shall be sold by the Association, as attorney-in-fact, for all of the owners, free and clear of the provisions contained in this Declaration, the Map, the Certificate of Incorporation and the By-Laws of the Association. The sales proceeds shall be apportioned among the owners on the basis of each owner's percentage interest in the general common elements and such apportioned proceeds shall be paid into separate accounts, each such account representing one condominium unit. Each such account shall be in the name of the Association, and shall be further identified by the number of the unit and the name of the owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount (of each) of such accounts, without contribution from one account to another, for the same purposes and in the same order as provided in Section 19.2.2

CONDEMNATION

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

21.2 All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award" shall be payable to the Association.

21.3 In the event that the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant thereto shall terminate and the condemnation award shall be apportioned among the owners in proportion to their respective interests as set forth in Exhibit B, unless a standard different from the value of the Project as a whole is employed to measure the condemnation award in the negotiation, judicial decree, or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable. Such shares shall be paid into separate accounts and disbursed as soon as practicable in the same manner as provided in paragraph 19.2.2 above.

21.4 In the event that less than the entire condominium project is taken or condemned, sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable the Association shall reasonably and in good faith, allocate the Condemnation Award between compensation, damages or other proceeds and shall apportion the amounts so allocated among the owners as follows: (a) the total amount allocated to taking of or injury to the common elements, shall be apportioned among the owners on the basis of each owner's interest respectively in the common elements; (b) the total amount allocated to severance damages shall be apportioned to those condominium units which were not taken or condemned;

(c) the respective amounts allocated to the taking of or injury to a particular unit and to improvements an owner has made within his own unit shall be apportioned to the particular unit involved and (d) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the condemnation award is already established in negotiations, judicial decree or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be disbursed as soon as practicable in the same manner provided in 19.2.2.

21.5 The Association shall notify each first mortgagee of any Condominium Unit of the commencement of the condemnation proceedings and shall notify said mortgagees in the event of the taking of all or any part of the common elements.

PARKING

22. Each owner of a condominium unit will be entitled to utilize the parking space shown opposite their respective unit on Exhibit B, and said parking spaces shall constitute limited common elements. Any parking spaces which are not specifically allocated to specific condominium units will be under the complete control of the Association as general common elements.

ADDITIONAL PROPERTY

23. The Association may acquire and hold for the benefit of the condominium owners real, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Owners in proportion to their interests in the common elements and shall not be transferable except with a transfer of a condominium unit. A transfer of a condominium unit shall transfer the transferor's beneficial interest in such real or personal property without any reference thereto. Each owner may use such real and personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the other owners. Sale of a condominium unit under foreclosure shall thereby entitle the purchaser to the beneficial interest in the real and personal property associated with the foreclosed condominium unit.

ADDRESSES - NOTICES

24. Each owner shall register his mailing address with the Association, and except for monthly statements and other routine notices, all other notices or demands intended to be served upon an owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the owner at such registered mailing address, and such notices or demands shall be considered as having been served on the date so mailed. All notices, demands or other notices intended to be served upon the Board of Directors of the Association or the Association shall be sent by registered or certified mail, postage prepaid, to Real Estate Management Corporation, 343 Van Gordon, Suite 577, Lakewood, Colorado 80228, until such address is changed by notice of address change duly registered.

ASSESSMENT RESERVES

25. The Association or the Managing Agent may require an owner other than Declarant to deposit in escrow with the Association up to six times the amount of the estimated monthly common assessment, which sum shall be held by the Association or the Managing Agent as a reserve to be used for paying such owner's monthly common assessment. Such an advance payment shall not relieve an owner from making the regular monthly payment of the monthly common assessment as the same comes due. The owner shall be entitled to a return of or credit for any portion of the unused advance payment upon termination of his ownership.

NOTICE TO LENDERS

26. The Association will give any institutional holder of any first mortgage on a Condominium Unit written notice of any loss, damage, destruction, or taking of a Condominium Unit, which exceeds \$1,000.00 or any loss, damage, destruction or taking of the Common Elements which exceeds \$10,000.00. Such notice shall be given by the Association within ten (10) days after the occurrence of such event.

SEVERABILITY

27. If any of the provisions of this Declaration or any section, paragraph, sentence, clause, phrase or word or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

CONDOMINIUM LAW

28. The provisions of this Declaration shall be in addition and supplemental to Condominium Ownership Act of the State of Colorado, and to all other applicable provisions of law.

GENDER

29. That whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

MARGINAL TITLES

30. The marginal titles are for convenience of reference only, and are not intended to provide comprehensive descriptions of the contents of the various sections. They form no part of this Declaration, and shall under no circumstances be held to limit, enlarge or change the meaning of the various sections.

CONVEYANCES OR ENCUMBRANCES

31. The owners of condominium units agree to include in any conveyance or encumbrance of such units a provision binding the grantee or encumbrancer to accept the provisions of this Declaration and of the Certificate of Incorporation and By-Laws of the Association. Regardless of the inclusion of such provisions, however, any grantee or encumbrancer, in accepting a conveyance or encumbrance, shall be deemed automatically to have accepted and consented to be bound thereby.


PERIOD OF CONDOMINIUM OWNERSHIP

32. The separate condominium estates created by this Declaration and the Map shall continue until this Declaration is revoked in the manner and as is provided in paragraph 13 of this Declaration, or until terminated in the manner and as is provided in subparagraphs 19.2.2, 20.2 and 21.3

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal at Colorado Springs, Colo, this 2nd day of August, 1979.

REAL ESTATE MANAGEMENT CORPORATION
a Colorado Corporation


BY Floyd A. Wall
Executive Vice President


Arthur A. Loring
Secretary

The above and foregoing was acknowledged before me this 2nd - day of August, 1979, by Floyd Wall, as Executive Vice-President, and Arthur A. P. Loring, as Secretary, of Real Estate Management Corporation, a Colorado Corporation.

WITNESS my hand and seal.

My commission expires: My Commission Expires Nov. 16, 1980

Dorothy M. Hallquist
Notary Public


That part of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 1, Township 5 South, Range 69 West of the 6th P.M., described as follows:

Beginning at a point on the North line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$, 1364 feet West of the Northeast corner of said Section 1;
thence South parallel with the West line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$, 734.3 feet;
thence West parallel with the North line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$, 1274 feet, more or less, to the West line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$;
thence North along said West line, 734.3 feet, more or less, to the Northwest corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$;
thence East along the North line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$, 1274 feet, more or less, to the place of beginning, except that portion, thereof as described in Book 922 at page 202, and except that portion thereof described in Book 1751 at page 420, and except that portion thereof described in Book 1039 at page 562.

State of Colorado.

See Amended Exhibit A

EXHIBIT A

EXHIBIT B

UNIT #	BLDG #	UNDIVIDED INTEREST IN COMMON AREAS	% OF COMMON EXPENSE	CARPORT #
101	1	0.3250%	0.3250%	256
103	1	0.3250%	0.3250%	255
105	1	0.5724%	0.5724%	1
107	1	0.5724%	0.5724%	2
109	1	0.5724%	0.5724%	3
111	1	0.5724%	0.5724%	4
113	2	0.5724%	0.5724%	254
115	2	0.5724%	0.5724%	253
117	2	0.5724%	0.5724%	252
119	2	0.5724%	0.5724%	251
121	2	0.3250%	0.3250%	250
123	2	0.3250%	0.3250%	249
124	3	0.4372%	0.4372%	233
125	3	0.4372%	0.4372%	234
126	3	0.4372%	0.4372%	235
127	3	0.4372%	0.4372%	236
128	3	0.4545%	0.4545%	241
129	3	0.4545%	0.4545%	242
130	3	0.4545%	0.4545%	243
131	3	0.4545%	0.4545%	244
132	3	0.4372%	0.4372%	245
133	3	0.4372%	0.4372%	246
134	3	0.4372%	0.4372%	247
135	3	0.4372%	0.4372%	248
136	3	0.4545%	0.4545%	237
137	3	0.4545%	0.4545%	238
138	3	0.4545%	0.4545%	239
139	3	0.4545%	0.4545%	240
140	4	0.4372%	0.4372%	229
141	4	0.4372%	0.4372%	230
142	4	0.4372%	0.4372%	231
143	4	0.4372%	0.4372%	232
144	4	0.4372%	0.4372%	220
145	4	0.4372%	0.4372%	221

EXHIBIT B

UNIT #	BLDG #	UNDIVIDED INTEREST IN COMMON AREAS	% OF COMMON EXPENSE	CARPORT #
146	4	0.4372%	0.4372%	222
147	4	0.4372%	0.4372%	223
212	5	0.2994%	0.2994%	43
213	5	0.2994%	0.2994%	42
214	5	0.2994%	0.2994%	41
215	5	0.2994%	0.2994%	40
216	5	0.2862%	0.2862%	39
217	5	0.2862%	0.2862%	38
218	5	0.2862%	0.2862%	37
219	5	0.2862%	0.2862%	36
220	5	0.2862%	0.2862%	35
221	5	0.2862%	0.2862%	34
222	5	0.2862%	0.2862%	33
223	5	0.2862%	0.2862%	32
224	5	0.2994%	0.2994%	31
225	5	0.2994%	0.2994%	30
226	5	0.2994%	0.2994%	29
227	5	0.2994%	0.2994%	28
149	6	0.3250%	0.3250%	228
151	6	0.3250%	0.3250%	227
153	6	0.3250%	0.3250%	17
155	6	0.3250%	0.3250%	18
157	6	0.5724%	0.5724%	19
159	6	0.5724%	0.5724%	20
161	6	0.5724%	0.5724%	21
163	6	0.5724%	0.5724%	22
164	7	0.4372%	0.4372%	23
165	7	0.4372%	0.4372%	24
166	7	0.4372%	0.4372%	25
167	7	0.4372%	0.4372%	26
168	7	0.4372%	0.4372%	27

EXHIBIT B

UNIT #	BLDG #	UNDIVIDED INTEREST IN COMMON AREAS	% OF COMMON EXPENSE	CARPORT #
169	7	0.4372%	0.4372%	224
170	7	0.4372%	0.4372%	225

SEE AMENDED EXHIBIT B

UNIT #	BLDG #	UNDIVIDED INTEREST IN COMMON AREAS	% OF COMMON EXPENSE	CARPORT #
171	7	0.4372%	0.4372%	226
357	8	0.3250%	0.3250%	181
359	8	0.3250%	0.3250%	174
361	8	0.3250%	0.3250%	175
363	8	0.3250%	0.3250%	176
365	8	0.5724%	0.5724%	177
367	8	0.5724%	0.5724%	178
369	8	0.5724%	0.5724%	179
371	8	0.5724%	0.5724%	180
348	9	0.5689%	0.5689%	189
349	9	0.5689%	0.5689%	188
350	9	0.5689%	0.5689%	187
351	9	0.5689%	0.5689%	186
352	9	0.5689%	0.5689%	185
353	9	0.5689%	0.5689%	184
354	9	0.5689%	0.5689%	183
355	9	0.5689%	0.5689%	182
316	10	0.2994%	0.2994%	190
317	10	0.2994%	0.2994%	191
318	10	0.2994%	0.2994%	192
319	10	0.2994%	0.2994%	193
320	10	0.2862%	0.2862%	194
321	10	0.2862%	0.2862%	195
322	10	0.2862%	0.2862%	196
323	10	0.2862%	0.2862%	197
324	10	0.2862%	0.2862%	198
325	10	0.2862%	0.2862%	199
326	10	0.2862%	0.2862%	200
327	10	0.2862%	0.2862%	201

EXHIBIT B

UNIT #	BLDG #	UNDIVIDED INTEREST IN COMMON AREAS	% OF COMMON EXPENSE	CARPORT #
328	10	0.2994%	0.2994%	202
329	10	0.2994%	0.2994%	158
330	10	0.2994%	0.2994%	157
331	10	0.2994%	0.2994%	156
332	11	0.3811%	0.3811%	155
333	11	0.3811%	0.3811%	173
334	11	0.3811%	0.3811%	172
335	11	0.3811%	0.3811%	171
336	11	0.4545%	0.4545%	166
337	11	0.4545%	0.4545%	165
338	11	0.4545%	0.4545%	164
339	11	0.4545%	0.4545%	163
340	11	0.3811%	0.3811%	162
341	11	0.3811%	0.3811%	161
342	11	0.3811%	0.3811%	160
343	11	0.3811%	0.3811%	159
344	11	0.4545%	0.4545%	170
345	11	0.4545%	0.4545%	169
346	11	0.4545%	0.4545%	168
347	11	0.4545%	0.4545%	167
292	12	0.2994%	0.2994%	133
293	12	0.2994%	0.2994%	134
294	12	0.2994%	0.2994%	203
295	12	0.2994%	0.2994%	204
296	12	0.2862%	0.2862%	135
297	12	0.2862%	0.2862%	136
298	12	0.2862%	0.2862%	137
299	12	0.2862%	0.2862%	138
300	12	0.2862%	0.2862%	139
301	12	0.2862%	0.2862%	140
302	12	0.2862%	0.2862%	141

EXHIBIT B

UNIT #	BLDG #	UNDIVIDED INTEREST IN COMMON AREAS	% OF COMMON EXPENSE	CARPORT #
303	12	0.2862%	0.2862%	142
304	12	0.2994%	0.2994%	143
305	12	0.2994%	0.2994%	144
306	12	0.2994%	0.2994%	145
307	12	0.2994%	0.2994%	146
308	13	0.5768%	0.5768%	147

EXHIBIT B

UNIT #	BLDG #	UNDIVIDED INTEREST IN COMMON AREAS	% OF COMMON EXPENSE	CARPORT #
309	13	0.5768%	0.5768%	148
310	13	0.5768%	0.5768%	154
311	13	0.5768%	0.5768%	153
312	13	0.5768%	0.5768%	152
313	13	0.5768%	0.5768%	151
314	13	0.5768%	0.5768%	150
315	13	0.5768%	0.5768%	149
284	14	0.5768%	0.5768%	132
285	14	0.5768%	0.5768%	131
286	14	0.5768%	0.5768%	205
287	14	0.5768%	0.5768%	206
288	14	0.5768%	0.5768%	130
289	14	0.5768%	0.5768%	129
290	14	0.5768%	0.5768%	207
291	14	0.5768%	0.5768%	208
252	15	0.3811%	0.3811%	119
253	15	0.3811%	0.3811%	120
254	15	0.3811%	0.3811%	108
255	15	0.3811%	0.3811%	107
256	15	0.4545%	0.4545%	106
257	15	0.4545%	0.4545%	105
258	15	0.4545%	0.4545%	104
259	15	0.4545%	0.4545%	109
260	15	0.3811%	0.3811%	110
261	15	0.3811%	0.3811%	111
262	15	0.3811%	0.3811%	112
263	15	0.3811%	0.3811%	125
264	15	0.4545%	0.4545%	124
265	15	0.4545%	0.4545%	123
266	15	0.4545%	0.4545%	122
267	15	0.4545%	0.4545%	121
268	16	0.4372%	0.4372%	118
269	16	0.4372%	0.4372%	209

EXHIBIT B

UNIT #	BLDG #	UNDIVIDED INTEREST IN COMMON AREAS	% OF COMMON EXPENSE	CARPORT #
270	16	0.4372%	0.4372%	210
271	16	0.4372%	0.4372%	211
272	16	0.4372%	0.4372%	212
273	16	0.4372%	0.4372%	213
274	16	0.4372%	0.4372%	214
275	16	0.4372%	0.4372%	215
276	17	0.4372%	0.4372%	128
277	17	0.4372%	0.4372%	127
278	17	0.4372%	0.4372%	126
279	17	0.4372%	0.4372%	117
280	17	0.4372%	0.4372%	116
281	17	0.4372%	0.4372%	115
282	17	0.4372%	0.4372%	114
283	17	0.4372%	0.4372%	113
244	18	0.4372%	0.4372%	99
245	18	0.4372%	0.4372%	98
246	18	0.4372%	0.4372%	97
247	18	0.4372%	0.4372%	96
248	18	0.4372%	0.4372%	95
249	18	0.4372%	0.4372%	94
250	18	0.4372%	0.4372%	93
251	18	0.4372%	0.4372%	92
228	19	0.3811%	0.3811%	90
229	19	0.3811%	0.3811%	91
230	19	0.3811%	0.3811%	82
231	19	0.3811%	0.3811%	81
232	19	0.4545%	0.4545%	80
233	19	0.4545%	0.4545%	79
234	19	0.4545%	0.4545%	69
235	19	0.4545%	0.4545%	68
236	19	0.3811%	0.3811%	71

EXHIBIT B

UNIT #	BLDG #	UNDIVIDED INTEREST IN COMMON AREAS	% OF COMMON EXPENSE	CARPORT #
237	19	0.3811%	0.3811%	70
238	19	0.3811%	0.3811%	73

SEE AMENDED EXHIBIT B

EXHIBIT B

UNIT #	BLDG #	UNDIVIDED INTEREST IN COMMON AREAS	% OF COMMON EXPENSE	CARPORT #
239	19	0.3811%	0.3811%	72
240	19	0.4545%	0.4545%	76
241	19	0.4545%	0.4545%	74
242	19	0.4545%	0.4545%	78
243	19	0.4545%	0.4545%	77
188	20	0.4372%	0.4372%	44
189	20	0.4372%	0.4372%	45
190	20	0.4372%	0.4372%	46
191	20	0.4372%	0.4372%	47
192	20	0.4372%	0.4372%	48
193	20	0.4372%	0.4372%	49
194	20	0.4372%	0.4372%	50
195	20	0.4372%	0.4372%	51
172	21	0.3811%	0.3811%	9
173	21	0.3811%	0.3811%	8
174	21	0.3811%	0.3811%	7
175	21	0.3811%	0.3811%	6
176	21	0.4545%	0.4545%	10
177	21	0.4545%	0.4545%	5
178	21	0.4545%	0.4545%	217
179	21	0.4545%	0.4545%	216
180	21	0.3811%	0.3811%	219
181	21	0.3811%	0.3811%	218
182	21	0.3811%	0.3811%	16
183	21	0.3811%	0.3811%	15
184	21	0.4545%	0.4545%	14
185	21	0.4545%	0.4545%	13
186	21	0.4545%	0.4545%	12
187	21	0.4545%	0.4545%	11
196	22	0.2994%	0.2994%	52
197	22	0.2994%	0.2994%	53
198	22	0.2994%	0.2994%	54
199	22	0.2994%	0.2994%	55

EXHIBIT B

UNIT #	BLDG #	UNDIVIDED INTEREST IN COMMON AREAS	% OF COMMON EXPENSE	CARPORT #
200	22	0.2862%	0.2862%	56
201	22	0.2862%	0.2862%	57
202	22	0.2862%	0.2862%	58
203	22	0.2862%	0.2862%	59
204	22	0.2862%	0.2862%	60
205	22	0.2862%	0.2862%	61
206	22	0.2862%	0.2862%	62
207	22	0.2862%	0.2862%	63
208	22	0.2994%	0.2994%	64
209	22	0.2994%	0.2994%	65
210	22	0.2994%	0.2994%	66
211	22	0.2994%	0.2994%	67

The following carports will be assigned for use by the Pebble Creek Condominium Homeowners Association;

84	89
85	100
86	101
87	102
88	103

**AMENDMENT TO CONDOMINIUM DECLARATION FOR
PEBBLE CREEK CONDOMINIUMS**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, REAL ESTATE MANAGEMENT CORPORATION, a Colorado Corporation, hereinafter called the Declarant, is the owner of real property located in the City and County of Denver, State of Colorado, legally described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Declarant previously recorded a Condominium Declaration effecting said property, known as the Condominium Declaration for Pebble Creek Condominiums, said Condominium Declaration being recorded on August 3, 1979, in Book 1976, at page 421, of the Records of the Clerk and Recorder of the City and County of Denver, State of Colorado; and

WHEREAS, Declarant desires to amend said Condominium Declaration for Pebble Creek Condominiums for the purpose of correcting the legal description attached as Exhibit "A" to the Condominium Declaration for Pebble Creek Condominiums, to correct the Exhibit "B" attached to the Condominium Declaration for Pebble Creek Condominiums, and also to correct an error in Paragraph 14.1 of said Condominium Declaration;

NOW, THEREFORE, Declarant hereby amends the Condominium Declaration for Pebble Creek Condominiums, previously recorded as set forth above, as follows:

1. Paragraph 14.1 of the original Condominium Declaration for Pebble Creek Condominiums is hereby deleted, and the following Paragraph 14.1 is hereby substituted in its place:

ASSESSMENTS PRORATION

14.1 All owners shall be obligated to pay the actual expenses incurred by the Board of Directors or Managing Agent of the Association to meet the common expenses, said expenses based on an estimated budget, to be reconciled with the expenses actually incurred at the end of each fiscal period, and any overages to be credited to each unit's account are to be set aside in a separate account for such purpose. The assessments shall be made prorata as set forth on Exhibit "B" attached. For assessment purposes, any limited common elements shall be maintained as general common elements, and owners having exclusive use thereof shall not be subject to special charges or assessments. Assessments for estimated common expenses shall be due monthly in advance on the first day of each month. Provided, however, the obligation of each individual owner of a condominium unit will commence on the later of either April 1, 1980, or the date upon which each individual owner obtains title to his condominium unit. The Managing Agent or Board of Directors shall prepare and deliver or mail to each owner an itemized statement showing the various estimated or actual expenses for which assessments are made.

2. The Exhibit "B" attached to the original Condominium Declaration for Pebble Creek Condominiums is hereby deleted, and the Exhibit "B" attached to this Amendment to the Condominium Declaration for Pebble Creek Condominiums is hereby substituted in its place.

- 3. Paragraph 9.2.1 of the original Condominium Declaration for Pebble Creek Condominiums is hereby completed with the insertion of the date of December 31, 1980.
- 4. The legal description attached to the Condominium Declaration for Pebble Creek Condominiums, is hereby changed to be the legal description provided for on Exhibit "A" attached hereto and made a part hereof.
- 5. All of the other provisions of the Condominium Declaration for Pebble Creek Condominiums, recorded on August 3, 1979, in Book 1976, at Page 421, of the Records of the Clerk and Recorder of the City and County of Denver, State of Colorado, shall remain the same, in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal at _____, this ___ day of _____. 1980

REAL ESTATE MANAGEMENT CORPORATION,
a Colorado Corporation

By _____

ATTEST:

Secretary

STATE OF COLORADO)
)
COUNTY OF _____)

SS:

The above and foregoing Amendment was acknowledged before me this ___ day of _____, 1980, by Floyd Wall, as Executive Vice-President, and Arthur A. P. Loring, as Secretary, of Real Estate Management Corporation, a Colorado Corporation.

WITNESS my hand and seal.

My commission expires: _____

Notary Public

EXHIBIT B

UNIT #	BLDG #	UNDIVIDED INTEREST IN COMMON AREAS	% OF COMMON EXPENSE	CARPORT #
101	1	0.3126%	0.3126%	256
103	1	0.3126%	0.3126%	255
105	1	0.5729%	0.5729%	1
107	1	0.5729%	0.5729%	2
109	1	0.5729%	0.5729%	3
111	1	0.5729%	0.5729%	4
113	2	0.5729%	0.5729%	254
115	2	0.5729%	0.5729%	253
117	2	0.5729%	0.5729%	252
119	2	0.5729%	0.5729%	251
121	2	0.3126%	0.3126%	250
123	2	0.3126%	0.3126%	249
124	3	0.3819%	0.3819%	233
125	3	0.3819%	0.3819%	234
126	3	0.3819%	0.3819%	235
127	3	0.3819%	0.3819%	236
128	3	0.4519%	0.4519%	241
129	3	0.4519%	0.4519%	242
130	3	0.4519%	0.4519%	243
131	3	0.4519%	0.4519%	244
132	3	0.3819%	0.3819%	245
133	3	0.3819%	0.3819%	246
134	3	0.3819%	0.3819%	247
135	3	0.3819%	0.3819%	248
136	3	0.4519%	0.4519%	237
137	3	0.4519%	0.4519%	238
138	3	0.4519%	0.4519%	239
139	3	0.4519%	0.4519%	240
140	4	0.4392%	0.4392%	229
141	4	0.4392%	0.4392%	230
142	4	0.4392%	0.4392%	231
143	4	0.4392%	0.4392%	232
144	4	0.4392%	0.4392%	220
145	4	0.4392%	0.4392%	221

EXHIBIT B

UNIT #	BLDG #	UNDIVIDED INTEREST IN COMMON AREAS	% OF COMMON EXPENSE	CARPORT #
146	4	0.4392%	0.4392%	222
147	4	0.4392%	0.4392%	223
212	5	0.2992%	0.2992%	43
213	5	0.2992%	0.2992%	42
214	5	0.2992%	0.2992%	41
215	5	0.2992%	0.2992%	40
216	5	0.2864%	0.2864%	39
217	5	0.2864%	0.2864%	38
218	5	0.2864%	0.2864%	37
219	5	0.2864%	0.2864%	36
220	5	0.2864%	0.2864%	35
221	5	0.2864%	0.2864%	34
222	5	0.2864%	0.2864%	33
223	5	0.2864%	0.2864%	32
224	5	0.2992%	0.2992%	31
225	5	0.2992%	0.2992%	30
226	5	0.2992%	0.2992%	29
227	5	0.2992%	0.2992%	28
149	6	0.3126%	0.3126%	228
151	6	0.3126%	0.3126%	227
153	6	0.3126%	0.3126%	17
155	6	0.3126%	0.3126%	18
157	6	0.5729%	0.5729%	19
159	6	0.5729%	0.5729%	20
161	6	0.5729%	0.5729%	21
163	6	0.5729%	0.5729%	22
164	7	0.4392%	0.4392%	23
165	7	0.4392%	0.4392%	24
166	7	0.4392%	0.4392%	25
167	7	0.4392%	0.4392%	26
168	7	0.4392%	0.4392%	27
169	7	0.4392%	0.4392%	224
170	7	0.4392%	0.4392%	225
171	7	0.4392%	0.4392%	226

EXHIBIT B

UNIT #	BLDG #	UNDIVIDED INTEREST IN COMMON AREAS	% OF COMMON EXPENSE	CARPORT #
357	8	0.3126%	0.3126%	181
359	8	0.3126%	0.3126%	174
361	8	0.3126%	0.3126%	175
363	8	0.3126%	0.3126%	176
365	8	0.5729%	0.5729%	177
367	8	0.5729%	0.5729%	178
369	8	0.5729%	0.5729%	179
371	8	0.5729%	0.5729%	180
348	9	0.5729%	0.5729%	189
349	9	0.5729%	0.5729%	188
350	9	0.5729%	0.5729%	187
351	9	0.5729%	0.5729%	186
352	9	0.5729%	0.5729%	185
353	9	0.5729%	0.5729%	184
354	9	0.5729%	0.5729%	183
355	9	0.5729%	0.5729%	182
316	10	0.2992%	0.2992%	190
317	10	0.2992%	0.2992%	191
318	10	0.2992%	0.2992%	192
319	10	0.2992%	0.2992%	193
320	10	0.2864%	0.2864%	194
321	10	0.2864%	0.2864%	195
322	10	0.2864%	0.2864%	196
323	10	0.2864%	0.2864%	197
324	10	0.2864%	0.2864%	198
325	10	0.2864%	0.2864%	199
326	10	0.2864%	0.2864%	200
327	10	0.2864%	0.2864%	201
328	10	0.2992%	0.2992%	202
329	10	0.2992%	0.2992%	158
330	10	0.2992%	0.2992%	157
331	10	0.2992%	0.2992%	156
332	11	0.3819%	0.3819%	155

EXHIBIT B

UNIT #	BLDG #	UNDIVIDED INTEREST IN COMMON AREAS	% OF COMMON EXPENSE	CARPORT #
333	11	0.3819%	0.3819%	173
334	11	0.3819%	0.3819%	172
335	11	0.3819%	0.3819%	171
336	11	0.4519%	0.4519%	166
337	11	0.4519%	0.4519%	165
338	11	0.4519%	0.4519%	164
339	11	0.4519%	0.4519%	163
340	11	0.3819%	0.3819%	162
341	11	0.3819%	0.3819%	161
342	11	0.3819%	0.3819%	160
343	11	0.3819%	0.3819%	159
344	11	0.4519%	0.4519%	170
345	11	0.4519%	0.4519%	169
346	11	0.4519%	0.4519%	168
347	11	0.4519%	0.4519%	167
292	12	0.2992%	0.2992%	133
293	12	0.2992%	0.2992%	134
294	12	0.2992%	0.2992%	203
295	12	0.2992%	0.2992%	204
296	12	0.2864%	0.2864%	135
297	12	0.2864%	0.2864%	136
298	12	0.2864%	0.2864%	137
299	12	0.2864%	0.2864%	138
300	12	0.2864%	0.2864%	139
301	12	0.2864%	0.2864%	140
302	12	0.2864%	0.2864%	141
303	12	0.2864%	0.2864%	142
304	12	0.2992%	0.2992%	143
305	12	0.2992%	0.2992%	144
306	12	0.2992%	0.2992%	145
307	12	0.2992%	0.2992%	146
308	13	0.5829%	0.5829%	147
309	13	0.5829%	0.5829%	148
310	13	0.5829%	0.5829%	154

EXHIBIT B

UNIT #	BLDG #	UNDIVIDED INTEREST IN COMMON AREAS	% OF COMMON EXPENSE	CARPORT #
311	13	0.5829%	0.5829%	153
312	13	0.5829%	0.5829%	152
313	13	0.5829%	0.5829%	151
314	13	0.5829%	0.5829%	150
315	13	0.5829%	0.5829%	149
284	14	0.5829%	0.5829%	132
285	14	0.5829%	0.5829%	131
286	14	0.5829%	0.5829%	205
287	14	0.5829%	0.5829%	206
288	14	0.5829%	0.5829%	130
289	14	0.5829%	0.5829%	129
290	14	0.5829%	0.5829%	207
291	14	0.5829%	0.5829%	208
252	15	0.3819%	0.3819%	119
253	15	0.3819%	0.3819%	120
254	15	0.3819%	0.3819%	108
255	15	0.3819%	0.3819%	107
256	15	0.4519%	0.4519%	106
257	15	0.4519%	0.4519%	105
258	15	0.4519%	0.4519%	104
259	15	0.4519%	0.4519%	109
260	15	0.3819%	0.3819%	110
261	15	0.3819%	0.3819%	111
262	15	0.3819%	0.3819%	112
263	15	0.3819%	0.3819%	125
264	15	0.4519%	0.4519%	124
265	15	0.4519%	0.4519%	123
266	15	0.4519%	0.4519%	122
267	15	0.4519%	0.4519%	121
268	16	0.4392%	0.4392%	118
269	16	0.4392%	0.4392%	209
270	16	0.4392%	0.4392%	210
271	16	0.4392%	0.4392%	211
272	16	0.4392%	0.4392%	212

UNIT #	BLDG #	UNDIVIDED INTEREST IN COMMON AREAS	% OF COMMON EXPENSE	CARPORT #
273	16	0.4392%	0.4392%	213
274	16	0.4392%	0.4392%	214
275	16	0.4392%	0.4392%	215
276	17	0.4392%	0.4392%	128
277	17	0.4392%	0.4392%	127
278	17	0.4392%	0.4392%	126
279	17	0.4392%	0.4392%	117
280	17	0.4392%	0.4392%	116
281	17	0.4392%	0.4392%	115
282	17	0.4392%	0.4392%	114
283	17	0.4392%	0.4392%	113
244	18	0.4392%	0.4392%	99
245	18	0.4392%	0.4392%	98
246	18	0.4392%	0.4392%	97
247	18	0.4392%	0.4392%	96
248	18	0.4392%	0.4392%	95
249	18	0.4392%	0.4392%	94
250	18	0.4392%	0.4392%	93
251	18	0.4392%	0.4392%	92
228	19	0.3819%	0.3819%	90
229	19	0.3819%	0.3819%	91
230	19	0.3819%	0.3819%	78
231	19	0.3819%	0.3819%	81
232	19	0.4519%	0.4519%	80
233	19	0.4519%	0.4519%	79
234	19	0.4519%	0.4519%	69
235	19	0.4519%	0.4519%	68
236	19	0.3819%	0.3819%	71
237	19	0.3819%	0.3819%	70
238	19	0.3819%	0.3819%	73
239	19	0.3819%	0.3819%	88
240	19	0.4519%	0.4519%	76

EXHIBIT B

UNIT #	BLDG #	UNDIVIDED INTEREST IN COMMON AREAS	% OF COMMON EXPENSE	CARPORT #
241	19	0.4519%	0.4519%	89
242	19	0.4519%	0.4519%	72
243	19	0.4519%	0.4519%	77
188	20	0.4392%	0.4392%	44
189	20	0.4392%	0.4392%	45
190	20	0.4392%	0.4392%	46
191	20	0.4392%	0.4392%	47
192	20	0.4392%	0.4392%	48
193	20	0.4392%	0.4392%	49
194	20	0.4392%	0.4392%	50
195	20	0.4392%	0.4392%	51
172	21	0.3819%	0.3819%	9
173	21	0.3819%	0.3819%	8
174	21	0.3819%	0.3819%	7
175	21	0.3819%	0.3819%	6
176	21	0.4519%	0.4519%	10
177	21	0.4519%	0.4519%	5
178	21	0.4519%	0.4519%	217
179	21	0.4519%	0.4519%	216
180	21	0.3819%	0.3819%	219
181	21	0.3819%	0.3819%	218
182	21	0.3819%	0.3819%	16
183	21	0.3819%	0.3819%	15
184	21	0.4519%	0.4519%	14
185	21	0.4519%	0.4519%	13
186	21	0.4519%	0.4519%	12
187	21	0.4519%	0.4519%	11

EXHIBIT B

UNIT #	BLDG #	UNDIVIDED INTEREST IN COMMON AREAS	% OF COMMON EXPENSE	CARPORT #
196	22	0.2992%	0.2992%	52
197	22	0.2992%	0.2992%	53
198	22	0.2992%	0.2992%	54
199	22	0.2992%	0.2992%	55
200	22	0.2864%	0.2864%	56
201	22	0.2864%	0.2864%	57
202	22	0.2864%	0.2864%	58
203	22	0.2864%	0.2864%	59
204	22	0.2864%	0.2864%	60
205	22	0.2864%	0.2864%	61
206	22	0.2864%	0.2864%	62
207	22	0.2864%	0.2864%	63
208	22	0.2992%	0.2992%	64
209	22	0.2992%	0.2992%	65
210	22	0.2992%	0.2992%	66
211	22	0.2992%	0.2992%	67

The following carports will be assigned
for use by the Pebble Creek
Condominium Homeowners
Association:

84	100
85	101
86	102
87	103

ARTICLES OF INCORPORATION

OF

PEBBLE CREEK

CONDOMINIUM HOMEOWNERS ASSOCIATION

The undersigned person, acting as Incorporator of a corporation under the Colorado Nonprofit Corporation Act, signs and acknowledges the following Articles of Incorporation for such corporation.

ARTICLE I

The name of the Corporation is: PEBBLE CREEK CONDOMINIUM HOMEOWNERS ASSOCIATION.

ARTICLE II

The period of duration of the Corporation is perpetual.

ARTICLE III

The purpose or purposes for which the Corporation is organized are as follows:

(a) To govern, on a non-profit basis, the condominium project situated in the City and County of Denver, State of Colorado, described in the Declaration for Pebble Creek Condominiums and any property submitted thereto by supplement or otherwise under the provisions of the Condominium Ownership Act of the State of Colorado and as is provided in the Condominium Declaration.

(b) To purchase or otherwise acquire, and own, hold, manage, develop, maintain, rehabilitate, improve and sell, lease, exchange, encumber or otherwise dispose of and deal in real property, whether improved or unimproved, and any interest therein, of every kind and description , whether in connection with or incident or related to the foregoing purposes.

(c) To purchase or otherwise acquire, and own, hold, manage, maintain, rehabilitate, improve, develop and sell, lease, exchange, encumber or otherwise dispose of and deal in personal property in connection with or incident or related to the foregoing purposes.

(d) To do everything necessary, proper, advisable, or convenient for the accomplishment of the purposes hereinabove set forth, and to do all other things incidental thereto or connected therewith which are not forbidden by the non-profit corporation laws of the State of Colorado, by any other law, or by these Articles of Incorporation.

ARTICLE IV

In furtherance of the purposes set forth in Article III of these Articles of Incorporation:

(a) The Corporation shall have and may exercise all of the rights, powers, and privileges now or hereafter conferred upon non-profit corporations organized under and pursuant to the laws of the State of Colorado, including, but not limited to, the power to enter into general partnerships, limited partnerships (whether the Corporation be a limited or general partner), joint ventures, syndicates, pools, associations and other arrangements for carrying on one or more of the purposes set forth in Article III of these Articles of Incorporation, jointly or in common with others.

(b) In addition, the Corporation may do everything necessary, suitable or proper for the accomplishment or furtherance of any of its corporate purposes.

ARTICLE V

The owners of a condominium unit shall be entitled to a vote in the Association equal to the undivided percentage interest in the general common elements appurtenant to such unit. Provided, however, the Declarant shall be entitled to elect all of the members of the Board of Directors and to control the Corporation until the Declarant has transferred condominium units to Purchasers representing 90 percent of the undivided interest in the common elements, on until December 31, 1980, whichever shall first occur.

ARTICLE VI

The Corporation shall have no shareholders, and is not organized for profit. No member, member of the Board of Directors or person from whom the Corporation may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Corporation be paid as salary or compensation to, or inure to the benefit of any member of the Board of Directors; provided, however, always (1) that reasonable compensation may be paid to any member or manager while acting as an agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation; (2) that any member or manager may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation; and (3) any member of the Board of Directors may be compensated for attendance at any regular or special meeting of the Board of Directors.

ARTICLE VII

The affairs of the Corporation shall be managed by a Board of Directors consisting initially of three (3) members. With the exception of the first Board of Directors, the number of Directors shall be as fixed in the Corporation's By-Laws. The Directors shall be elected by the members of the Corporation in the manner provided by the By-Laws. The names and addresses of the persons who will constitute the initial Board of Directors and to serve as the initial Directors until their successors are duly elected and qualified are as follows:

Pebble Creek Condominium s

NAME

H. C. Hale

ADDRESS

343 Van Gordon, Suite 577
Lakewood, Colorado 80228

Arthur A. P. Loring

2345 N. Academy Place
Colorado Springs, Colorado 80909

Floyd Wall

2345 N. Academy Place
Colorado Springs, Colorado 80909

ARTICLE VIII

The Board of Directors shall have the power to adopt such prudent By-Laws and to alter the same as it may from time to time deem proper for the management of the affairs of the Corporation, so long as they are not inconsistent with the provisions of these Articles of Incorporation.

ARTICLE IX

The address of the initial registered office of the Corporation is: 343 Van Gordon, Suite 577, Lakewood, Colorado 80228, and the name of the initial registered agent of the Corporation at such address is: H. C. Hale.

ARTICLE X

The Corporation reserves the right to amend, alter, change or repeal any provision contained in, or to add any provision to its Articles of Incorporation from time to time in any manner now or hereafter prescribed or permitted by the laws of the State of Colorado.

ARTICLE XI

The name and address of the Incorporator of the Corporation is as follows:

Walter Slatkin

1350 Security Building
1616 Glenarm Place
Denver, Colorado 80202

IN WITNESS WHEREOF, the undersigned, being the Incorporator designated in Article XI of the annexed and foregoing Articles of Incorporation, has executed said Articles of Incorporation as of the 30th day of January, 1980.

Walter Slatkin

STATE OF COLORADO)
) SS
CITY AND COUNTY OF DENVER)

I, _____, a Notary Public, hereby certify that Walter Slatkin known to me to be the person whose name is subscribed to the annexed and foregoing Articles of Incorporation, appeared before me this day in person and being by me duly sworn, acknowledged and declared that he signed said Articles of Incorporation as his free and voluntary act and deed for the uses and purposes therein set forth and that the statements therein contained are true.

WITNESS my hand and official seal this 30st day of January, 1980.

My commission expires: My Commission Expires July 26, 1983

James E. Niccolls
Notary Public

**BY-LAWS
OF
PEBBLE CREEK
CONDOMINIUM HOMEOWNERS ASSOCIATION**

The name of the corporation shall be Pebble Creek Condominium Homeowners Association, and is hereafter referred to as the Association.

SECTION 1

OBJECT

1-1 The purpose for which this Association is formed is to govern the condominium property situated in the City and County of Denver, State of Colorado, which property is described on the attached Exhibit "A", which by this reference is made a part hereof, and which property has been submitted to the provisions of the Condominium Ownership Act of the State of Colorado by a Declaration entitled "Declaration for Pebble Creek Condominiums".

1-2 All present or future owners, tenants, future tenants or any other person using the facilities of the project in any manner are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the condominium units (hereinafter referred to as "Units") of the project or the mere act of occupancy of any of said units will signify that these By-Laws are accepted, ratified, and will be complied with.

SECTION 2

**MEMBERSHIP, VOTING, MAJORITY
OF OWNERS, QUORUM, PROXIES**

2-1 **Members.** Membership in this Association shall consist of the following:

- A. Any person acquiring an interest in the real property other than a mortgagee, beneficiary under trust deeds, or as a lien claimant, shall automatically become a member of this Association. Upon the sale or transfer of a unit by an owner, his membership shall terminate.
- B. The Declarant under the Condominium Declaration for Pebble Creek Condominiums, or its successors or assigns. This membership shall terminate in accordance with Paragraph 9.2.1 of the Declaration.

2-2 **Voting.** The voting shall be as provided for in Paragraph 9.2.1 of the Condominium Declaration for Pebble Creek Condominiums.

2-3 **Majority of Unit Owners.** As used in these By-Laws the term "majority of unit owners" shall mean unit owners who own more than fifty percent (50%) of the undivided ownership of the general common elements.

2-4 Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of more than twenty-five percent (25%) of the votes of the membership of the Association, shall constitute a quorum. An affirmative vote of a majority of the votes entitled to be cast at a meeting, determined by the presence of the voters or by proxy, shall be required to transact business.

2-5 Proxies. Votes may be cast in person or by proxy. Proxies shall be in writing and the signatures must be witnessed or acknowledged. Proxies must be filed with the Secretary before the appointed time of each meeting.

SECTION 3

AMINISTRATION, MEETINGS OF MEMBERS

3-1 Association Responsibilities. The owners of the units will constitute the Association, who will have the responsibility of administering the project through a Board of Directors.

3-2 Place of Meetings. Meetings of the Association shall be held at such place as the Board of Directors may determine.

3-3 Annual Meetings. The first and latter annual meetings of the Association shall be held on the dates given on Exhibit "A". At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the Requirements of Section 4-5 of these By-Laws. The owners may also transact such other business of the Association as may properly come before them.

3-4 Special Meetings. The President shall call a special meeting of the owners when so directed by resolution of the Board of Directors or upon presentation to the Secretary of a petition signed by a majority of the owners. No business shall be transacted at a special meeting except as stated in the notice unless by consent of three-fourths of the unit owners either in person or by proxy.

3-5 Notices. Notices of annual and special meetings shall be given by the President or Secretary of the Association by regular mail addressed to the registered addresses of the owners of the units at least fifteen (15) days prior to the date set for such meeting. Any such notice shall state the date, time and place of the meeting, and if the meeting is a special meeting, the purposes thereof. Waiver of notice, either in person or by proxy, and signed either before, at or after any meeting, shall be a valid substitute for service. The certificate of the President or Secretary that notice was duly given shall be prima facie evidence thereof.

3-6 Adjourned Meeting. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present either in person or by proxy, may adjourn the meeting to a time not less than forty-eight hours from the time the original meeting was called.

3-7 Order of Business. The order of business at all meetings of the owners of units shall be as follows:

- (a) Roll Call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of Directors.
- (g) Unfinished business.
- (h) New Business.

SECTION 4

BOARD OF DIRECTORS **(Powers and Meetings)**

4-1 Number and Qualifications. The affairs of this Association shall be governed by a Board of Directors composed of not less than three nor more than seven persons. The persons named in Exhibit "A" shall act in such capacity, and shall manage the affairs of the Association until the first annual meeting and until their successors are elected.

4-2 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a first-class project.

4-3 Other Powers and Duties. The Board of Directors shall be empowered and shall have the following duties:

4-3-1 To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration referred to in Section 1-1.

4-3-2 To establish, make and enforce compliance with such reasonable House Rules as may be necessary for the operation , use and occupancy of this condominium project with the right to amend same from time to time.

4-3-3 To keep or cause to be kept, in good order, condition and repair all of the general and limited common elements and all items of common personal property, if any.

4-3-4 To insure and keep in force insurance as provided in Section 15 of the Condominium Declaration.

4-3-5 To fix, determine, levy and collect the monthly prorated assessments to be paid by each of the owners toward the gross expenses of the entire premises and by majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments. To levy and collect special assessments whenever in the opinion of the Board it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. All monthly or other assessments shall be mailed to the registered mailing address of the owner not later than on the first day of each month.

4-3-6 To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an owner as is provided in the Declaration and these By-Laws.

4-3-7 To protect and defend the entire premises from loss and damage by suit or otherwise.

4-3-8 To borrow funds but only when so authorized by 75% written consent and authority of all of the unit owners and the Declarant, if Declarant has a vote and when so authorized to execute all such instruments evidencing such indebtedness as is expressly authorized. Any such authorized indebtedness shall be the several obligation of all of the unit owners only in the same proportion as their interest in the general common elements.

4-3-9 To enter into contracts within the scope of their duties and powers.

4-3-10 To establish a bank account for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors.

4-3-11 To keep and maintain full and accurate books and records showing all of the receipts, expenses of disbursements and to permit examination thereof at any reasonable time by each of the owners and their mortgagees.

4-3-12 To prepare and deliver annually to each owner a statement showing in at least summary form all receipts, expenses or disbursements since the last such statement.

4-3-13 To meet at least semi-annually.

4-3-14 To designate and remove the personnel necessary for the maintenance and operation of the general and limited common elements.

4-3-15 In general to carry on the administration of this Association and to do all of those things necessary and reasonable in order to carry out the communal aspect of condominium ownership.

4-4 Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 4-3 hereof, however, the Board of Directors when so delegating shall not be relieved of its responsibility under the Declaration. Any management agreement shall be subject to paragraph 10.8.8 of the Declaration.

4-5 Election and Term of Office. At the organizational meeting of the Association, the initial Directors of the corporation shall be elected for a term which will expire on the first annual meeting of the Association. At each annual meeting, a Board of Directors shall be elected for a term of one year, and they shall serve until their successors have been elected and hold their first meeting.

4-6 Vacancies. Vacancies in the Board of Directors by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected in the next annual meeting of the Association.

4-7 Removal of Directors. At any regular meeting or at any special meeting called for that purpose, any one or more of the Directors may be removed with or without cause, by a majority of all of the unit owners, and a successor then and there may be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

4-8 Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

4-9 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time, by a majority of the Directors but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three days prior to the day named for such meeting.

4-10 Special Meetings. Special meetings of the Board of Directors may be called by the President on three days' notice to each Director, given personally, or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two Directors.

4-11 Waiver of Notice. Before, at or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4-12 Quorum. At all meetings of the Board of Directors a majority thereof shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4-13 Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

SECTION 5

OFFICERS

5-1 Designation. The Officers of the Association shall be a President, a Vice-President, a Secretary-Treasurer, all of whom shall be elected by and from the Board of Directors.

5-2 Election of Officers. The Officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board. One person may hold concurrently any two offices except President and Secretary. The office of Vice-President need not be filled.

5-3 Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

5-4 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

5-5 Vice-President. The Vice-President shall have all the powers and authority and perform all of the functions and duties of the President, in the absence of the President, or his inability for any reason to exercise such powers and functions or perform such duties.

5-6 Secretary. The Secretary shall keep the minutes of meetings of the Board of Directors and minutes of meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of members and their registered mailing addresses. Such list shall also show opposite each member's name the number or other appropriate designation of the apartment unit owned by such member. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

5-7 Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

SECTION 6

INDEMNIFICATION OF OFFICERS AND MANAGERS

The Association shall indemnify every director or officer, his heirs, executors and administrators, against all loss, costs and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association, except as to matters to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such director

or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such director or officer may be entitled. All liability, loss, damage, costs, and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as Common Expenses; provided , however, that nothing in this Section 6 contained shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit, who is or has been a director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Condominium Declaration for Pebble Creek Condominiums as a member or owner of a condominium unit covered thereby.

SECTION 7

OBLIGATIONS OF THE OWNERS

7-1 Assessments. Except as otherwise provided in the Condominium Declaration for Pebble Creek Condominiums, all owners shall be obligated to pay the monthly assessments imposed by the Association to meet the common expenses, and payment thereof shall be made not later than on the tenth day following the mailing of the monthly statement to the registered mailing address of the owner. The assessments shall be made prorated according to percentage interest in and to the general common elements and shall be due monthly in advance. A member shall be deemed to be in good standing and entitled to vote at any annual or at a special meeting of members, within the meaning of these By-Laws, if and only if he shall have fully paid all assessments made or levied against him and the condominium unit owned by him.

7-2 Maintenance and Repair.

7-2-1 Except as provided in the Declaration, every owner must perform promptly at his own expense all maintenance and repair work within his own unit and limited common elements which if omitted would affect the project in its entirety or in part belonging to other owners.

7-2-2 All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, sanitary installations, doors, windows, electrical fixtures, and all other accessories, equipment and fixtures including any air-conditioning equipment belonging to the unit and including appurtenant limited common elements, shall be at the owner's expense.

7-2-3 An owner shall be obligated to reimburse the Association or another unit owner promptly upon receipt of a statement for any expenditures incurred by the Association or other unit owner or both in repairing, replacing or restoring any general common elements or the interior or any part of an apartment unit damaged as a result of negligent or other tortuous conduct of such owner, a member of his family, his agent, employee, invitee, licensee or tenant.

7-3 Mechanic's Lien. Each owner agrees to indemnify and to hold each of the other owners harmless from any and all claims of mechanic's lien filed against other units and the appurtenant general common elements for labor, materials, services or other products incorporated in the owner's unit. In the event suit for foreclosure of mechanic's lien is commenced, then within 120 days thereafter such owner shall be required to deposit with the Association cash or negotiable securities equal to the amount of such claim plus interest for one year together with the sum of One Hundred Dollars. Such sum or securities shall be held by the Association pending final adjudication or settlement of the claim or litigation. Disbursements of such funds or proceeds shall be made by the Association to insure payment of or on account of

such final judgment or settlement. Any deficiency shall be paid forthwith by the subject owner, and his failure to so pay shall entitle the Association to make such payment, and the amount thereof shall be a debt of the owner and a lien against his condominium unit which may be foreclosed as is provided for in the Declaration.

7-4 General.

7-4-1 Each owner shall comply strictly with the provisions of the Condominium Declaration for Pebble Creek Condominiums.

7-4-2 Each owner shall always endeavor to observe and promote the corporative purposes for the accomplishment of which the Pebble Creek Condominium project was established.

7-5 Use of Units – Internal Changes.

7-5-1 Units shall be utilized for such purposes only as may be permitted in the Declaration.

7-5-2 An owner shall not make interior modifications or alterations to his unit or installations located therein without previously notifying the Association in writing through the Managing Agent, or if no Managing Agent is employed, then through the President of the Board of Directors. The Association shall have the obligation to answer within ten days after receipt of such notice, and failure to do so within such time shall mean that there is no objection to the proposed modification or alteration.

7-6 Use of General Common Elements and Limited Common Elements. Each owner may use the general common elements and the limited common elements in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of the other owners.

7-7 Right of Entry.

7-7-1 An owner shall grant the right of entry to the Managing Agent or to any other person authorized by the Board of Directors in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.

7-7-2 An owner shall permit the other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that such requests for entry are made in advance and that such entry is at a time convenient to the owner. In the case of an emergency, such right of entry shall be immediate.

7-8 Rules and Regulations.

7-8-1 No resident of the project shall place any advertisement, or posters of any kind in or on the project except as authorized by the Association. Provided, however, that this shall not apply to the Association or the Declarant.

7-8-2 Owners and occupants of condominium units shall exercise extreme care to avoid making or permitting to be made loud or objectionable noises, and in using or playing or permitting to be used or played, musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices

in such manner as may disturb or tend to disturb owners, tenants or other occupants of condominium units.

7-8-3 It is prohibited to hang garments, rugs and other materials from the windows or from any of the facades or balconies of a building or any of the improvements.

7-8-4 It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes.

7-8-5 No owner, resident or lessee shall install wiring for electrical or telephone installation, television antenna machines or air-conditioning units on the exterior of the project or that protrude through the walls or the roof of the project except as expressly authorized by the Association.

7-8-6 All pets, at all times, must be carried or on a leash while on any part of the common elements.

7-8-7 The owner or each pet is responsible for cleaning any dirt or soilage occasioned by the pets on the common elements as well as any damage to the property.

7-8-8 Pets are not permitted on the landscaped areas of the project.

7-8-9 There is to be no parking in the driveways.

7-8-10 The Association assumes no responsibility for damage done to automobiles parked in the designated areas.

7-8-11 Noisy vehicles shall not be permitted on the premises.

7-8-12 No repair or cleaning of vehicles on premises.

7-8-13 The Board of Directors or the Managing Agent reserves the power to establish, make and enforce compliance with such additional House Rules as may be necessary for the operation, use and occupancy of his condominium project with the right to amend same from time to time.

7-9 Power of Attorney. Each owner shall, upon becoming an owner of a condominium unit, execute a power of attorney in favor of the Association, irrevocably appointing the Association his attorney-in-fact to maintain, repair and improve the building and general and limited common elements, and to deal with the owner's condominium unit upon its destruction or obsolescence as is provided in the Declaration. The purpose of such execution shall be more fully to evidence such appointment, but failure to execute such power of attorney shall in no way derogate from the appointment provided in said Declaration.

SECTION 8

AMENDMENTS

These By-Laws may be amended by the Association members at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by 75% of the owners. The notice of such meeting shall contain a summary

of the proposed changes, or a copy of such proposed changes. Provided, however, as long as the Declarant is in control of the selection of the Board of Directors of the Association as provided for in these By-Laws and the Articles of Incorporation, the Declarant may amend these By-Laws so long as a copy of any change is mailed to the registered address of each owner. No material amendment to these By-Laws will be made unless all first mortgagees give their approval to said amendment in writing.

SECTION 9

MORTGAGES

9-1 Notice to Association. An owner who mortgages his unit shall notify the Association through the Managing Agent, if any, or the President of the Board of Directors, giving the name and address of his mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Units."

9-2 Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit, and shall give mortgagees' and other notices as are required by the Declaration.

SECTION 10

EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS AND REQUIRED PROXIES

10-1 Proof of Ownership. Any person on becoming an owner of a condominium unit shall furnish to the Managing Agent or Board of Directors a photocopy or a certified copy of the recorded instrument vesting that person with an interest or ownership, which instrument shall remain in the files of the Association. A member shall not be deemed to be in good standing nor shall he be entitled to vote at any annual or at a special meeting of members unless this requirement is first met.

10-2 Registration of Mailing Address. The owners of each condominium unit shall have one and the same registered mailing address to be used by the Association for mailing of monthly statements, notices, demands, and all other communications, and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. Such registered address of a condominium unit owner or owners shall be furnished by such owners to the Secretary within five days after transfer of title, such registration shall be in written form and signed by all of the owners of the condominium unit or by such persons as are authorized by law to represent the interests of (all of) the owners thereof. If no such address is registered or if all of the owners cannot agree, then the address of the unit shall be the registered address until another registered address is furnished as permitted under this Section. Registered addresses may be changed from time to time by similar designation.

10-3 Required Proxies. If title to a condominium unit is held by more than one person or by a firm, corporation, partnership, association or other legal entity, or any combination thereof, such owners shall execute a proxy appointing and authorizing one person or alternate persons to attend all annual and special meetings of members and thereat to cast whatever vote the owner himself might cast if he were personally present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or sooner terminated

by operation of law; provided, however, that within thirty days after such revocation, amendment or termination the owner shall reappoint and authorize one person or alternate persons to attend all annual and special meetings as is provided by this Section 10-3.

10-4 The requirement contained in this section shall be first met before an owner of a condominium unit shall be deemed in good standing and entitled to vote at any special or annual meeting of members.

SECTION 11

COMPLIANCE

These By-Laws are intended to comply with the requirements of the Colorado Condominium Ownership Act. If any of these By-Laws conflict with the provisions of said statute, the provisions of the statute will apply.

SECTION 12

This Association is not organized for profit. No member, member of the Board of Directors, or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Directors; provided, however, always (1) that reasonable compensation may be paid to any member or manager while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) that any member or Director may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

SECTION 13

UNPAID COMMON EXPENSES – ASCERTAINING LIABILITY

Upon payment of a reasonable fee, not to exceed \$20.00, and upon the written request of any owner or any mortgagee or prospective mortgagee of a condominium unit, the Association, by its Managing Agent, or if there is none, then by its Board of Directors, shall issue a written statement setting forth the amount of the unpaid common expenses, if any, with respect to such unit, the amount of the current monthly assessment and the date such assessment becomes due, credit for advanced payments or for prepaid items, including but not limited to insurance premiums, which statement shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless the request for such statement is complied with within ten (10) days, all unpaid common expenses which become due prior to the date of making such request shall be subordinate to the lien of the person requesting such statement.

SECTION 14

RECREATIONAL FACILITIES

The major recreational facilities on the project include a swimming pool, club house and open common area, which is to be utilized by all owners of the units.

SECTION 15

SEAL

The corporate seal shall consist of concentric circles with the name of the corporation and the word "Colorado" between and with the word "Seal" in the center.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this _____ day of _____, 1979, at Denver, Colorado.

BOARD OF DIRECTORS

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

The undersigned Secretary of Pebble Creek Condominium Homeowners Association, a Colorado corporation not for profit, does hereby certify that the above and foregoing By-Laws were duly adopted by the Board of Directors as the By-Laws of said corporation on the _____ day of _____, 1979, and that they do now constitute the By-Laws of said corporation.

DATED: _____

Secretary

Pebble Creek Condominiums

- I. Legal Description
See Exhibit "A" attached hereto and made a part hereof.

- II. The Annual Meeting of the Association shall be held on the _____ day of _____ of each year.

- III. Initial Board of Directors

H. C. Hale
Arthur A. P. Loring
Floyd Wall

Pebble Creek Condominiums

That part of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 1, Township 5 South, Range 69 West of the 6th P.M., described as follows:

Beginning at a point on the North line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$, 1364 feet West of the Northeast corner of said Section 1;
thence South parallel with the West line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$, 734.3 feet;
thence West parallel with the North line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$, 1274 feet, more or less, to the West line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$;
thence North along said West line, 734.3 feet, more or less, to the Northwest corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$;
thence East Along the North line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$, 1274 feet. more or less, to the place of beginning, except that portion thereof as described in Book 922 at page 202, and except that portion thereof described in Book 1751 at page 420, and except that portion thereof described in Book 1039 at page 562.

State of Colorado

EXHIBIT A