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AFTER RECORDING PLEASE RETURN TO:

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**AMENDED AND RESTATED
CONDOMINIUM DECLARATION
FOR
THE CENTENNIAL CONDOMINIUM**

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**AMENDED AND RESTATED
CONDOMINIUM DECLARATION FOR THE CENTENNIAL CONDOMINIUM**

This Amended and Restated Declaration is made effective upon recording.

RECITALS:

A. Declarant, Centennial-Aspen, a Limited Partnership, recorded that certain Condominium Declaration for the Centennial Condominium on October 3, 1984 in Book 474 at Page 479, in the Office of the Clerk and Recorder for Pitkin County, State of Colorado as amended and supplemented by the following documents:

1. Supplemental Declaration No. 1 to the Condominium Declaration for The Centennial Condominium recorded in the real property records of Pitkin County, Colorado on January 15, 1985 in Book 480 at Page 510;
2. Supplemental Declaration No. 2 to the Condominium Declaration for the Centennial Condominium recorded March 7, 1985 in Book 482 at Page 455; and
3. First Amendment to the Condominium Declaration for The Centennial Condominium recorded in the real property records of Pitkin County, Colorado on March 14, 2011 at Reception No. 578316;

(collectively, the "Original Declaration") subjecting the real estate described therein to the terms and conditions set forth in the Original Declaration;

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upon the recording of this Declaration, that all prior recorded declarations, amendments and supplements thereto be superseded and replaced by this Declaration;

C. The Original Declaration provides for and allows for this Declaration in Article 7, Section 7.01, which provides as follows:

...this Declaration may be amended, subject to the applicable requirements of law, with the consent of Unit Owners holding a simple majority of all of the votes in the Association. No amendment to the Condominium Instruments shall diminish or impair the rights of Mortgagees under the Condominium Instruments without the prior written consent of all Mortgagees;

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

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

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

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

H. On July 7, 2015, the District Court for Pitkin County, Colorado granted the Association's Petition for Approval of the Amended and Restated Declaration pursuant to the requirements of C.R.S. §38-33.3-217(7). The Court found that the Association filed a petition for approval of the Declaration with the Court which was not objected to by: (i) 33% or more of the Owners; (ii) 33% or more of the mortgagees, (iii) the Declarant, (iv) the Federal Housing Administration ("FHA"), or (v) the Veteran's Administration ("VA"). The Court also found that the Declaration did not terminate the Original Declaration and that the Declaration did not alter the allocated interests of the Owners within the Association. A copy of this Order is attached and incorporated by reference as Exhibit "F" hereto.

I. Pursuant to C.R.S. §38-33.3-217(7), upon recordation of the Declaration and the Court Order approving the Declaration, the Declaration, as amended, shall be effective as if all of the approval requirements set forth in the Original Declaration were met.

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

ARTICLE 1 DEFINED TERMS

Section 1.1 Defined Terms.

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

- (a) "Act" shall mean the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101 *et. seq.*, as it may be amended.
- (b) "Allocated Interests" shall mean the undivided interest in the Common Elements, the Common Expense liability and the votes in the Association.
- (c) "Aspen/Pitkin Housing Authority" shall mean the Board of Commissioners of the Housing Authority of the City of Aspen and Pitkin County, Colorado.
- (d) "Assessment" shall include all Common Expense Assessments and any other expense levied to a Unit pursuant to this Declaration or the Act, including interest, late fees, attorney fees, fines, and costs.
- (e) "Association" shall mean The Centennial Owners' Association, a Colorado nonprofit corporation, and its successors and assigns.
- (f) "Balcony" shall mean any improvement to a Unit extending beyond the exterior of the Unit which was not part of the original construction.
- (g) "Board" or "Board of Managers" or "Executive Board" shall mean the body designated in the Governing Documents to act on behalf of the Association.
- (h) "Common Elements" shall mean the Property within this Community other than the Units, which portion of the Property may be designated on the Map and in this Declaration. Common Elements shall include Limited Common Elements. The Common Elements shall be owned, as tenants in common, by the Owners of the separate Units, each owner of a Unit having an undivided interest in the Common Elements.
- (i) "Common Expenses" shall mean expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.
- (j) "Community" shall mean the Community of Centennial, also known as the Centennial Condominiums, which Community is a Condominium Community as defined in the Act and which Community is also a Common Interest Community as defined in the Act.
- (k) "Decks" shall mean any part of the original construction of the community including any Improvement to a Unit which is part of the original construction of the community.

(l) "Declaration" shall mean and refer to this Amended and Restated Condominium Declaration for the Centennial Condominium, as amended, recorded in the office of the Clerk and Recorder of Pitkin County, Colorado.

(m) "Eligible Mortgage Holder" shall mean a holder of a first mortgage on a Unit that has submitted a written request for the Association to notify such holder of any proposed action requiring the consent of a specified percentage of Eligible Mortgage Holders, which request must contain its name, address, and the legal description and address of the Unit upon which it holds a security interest.

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

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

(p) "Map" shall mean the Condominium Map of Centennial (and any supplements and amendments thereto) of the Community depicting and locating thereon the location of the buildings, the Units, the Common Elements, the floors and elevations, and all of the land and improvements thereon as the Map may be amended or supplemented from time to time, which Map is incorporated herein and made a part of this Declaration by reference. More than one plat, map or supplement thereto may be recorded, and, if so, then the term "Plat" or "Map" shall collectively mean and refer to all of such plats, maps and supplements thereto.

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

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

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

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

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

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

ARTICLE 2 NAMES/DESCRIPTION OF PROPERTY

Section 2.1 Name and Type.

The type of Common Interest Community is a condominium community. The name of the Community is "Centennial" and is also known as "Centennial Condominiums." The name of the Association is "The Centennial Owners' Association."

Section 2.2 Property.

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

Section 2.3 Utility, Map and Map Easements.

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

Section 2.4 Easements for the Association and Owners.

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

common utility services provided for as a Common Expense, the Board shall follow the procedures provided for in this Declaration.

Section 2.5 Easement for Encroachments.

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

Section 2.6 Owners' Easements of Enjoyment.

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

- (a) the right of the Association to limit the number of guests of Owners;
- (b) the right of the Association to adopt Rules and Regulations governing the use of the Common Elements;
- (c) the right of the Association, upon approval of at least 67% of the total Association vote, to mortgage the Common Elements as security for that purpose, provided, that the rights of such mortgagee shall be subordinate to the rights of the homeowners;
- (d) the right, power and authority of the Association to grant any easement, right-of-way, license, lease, dedication or similar interest through, over or in the Common Elements;

(e) the right of the Association to transfer or convey ownership of the Common Element, or any portion thereof, subject to the prior approval of 67% of the total Association vote; provided that all Owners of Units to which any Limited Common Element is allocated shall approve of any transfer or conveyance of that Limited Common Element;

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

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

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

Section 2.7 Easement for Ingress and Egress and License to Use.

Each Owner is granted a non-exclusive easement for ingress and egress over the property described in Exhibit E of this Declaration (the "Rights-of-Way"). Pursuant to an agreement between the Board of County Commissioners of Pitkin County and the Declarant for the Community, the Rights-of-Way will be dedicated to Pitkin County as public roads upon the completion and construction of the Community and the Centennial Apartments, an adjacent residential development which is to be constructed by the Declarant. Upon such dedication, the easement granted by this Section shall terminate and the Association shall execute an instrument vacating the easement created hereby upon the request of the Declarant or Pitkin County. Prior to the dedication of the Rights-of-Way to Pitkin County and prior to the occupancy of any apartment unit in the Centennial Apartments, the Association shall maintain the Rights-of-Ways as a Common Expense. After the first apartment of the Centennial Apartments is occupied and until the dedication of the Rights-of-Way to Pitkin County, the Association shall pay 38.34% (92/240) of the expense of maintaining the Rights-of-Way, with the remaining 61.66% (148/240) of such expense to be paid by the owner of the Centennial Apartments, an affiliate of the Declarant. In addition, Owners are granted a license to use and enjoy the central facility and playground to be located adjacent to Building H of the Centennial Apartments, according to the plans therefor. Such license shall be without charge; however, should the Centennial Apartments impose a charge for the use of any meeting room in the central facility, any Unit Owner desiring to use such meeting room shall be subject to such charge.

Section 2.8 Delegation of Use.

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

Section 2.9 Disclaimer of Liability.

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

ARTICLE 3 THE ASSOCIATION

Section 3.1 Membership.

Every person who is an Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Ownership of a Unit shall be the sole qualification for membership. Each Unit shall be entitled to cast votes according to the allocated interests section of this Declaration. Fractional and cumulative voting are prohibited.

Section 3.2 General Purposes and Powers of the Association.

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

Section 3.3 Authority of the Association.

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

Section 3.4 Managing Agent.

The Association may employ or contract for the services of a managing agent to whom the Board may delegate certain powers, functions, or duties of the Association, as provided in the Bylaws of the Association. The agreement shall be by written contract having a term of no more than three years, shall comply with Colorado law, and shall be subject to cancellation by the Association on 30 days notice, with or without cause, and without a cancellation fee. The Board shall not be liable for any omission or improper exercise by a managing agent of any duty, power, or function so delegated by written instrument executed by or on behalf of the Board. Notwithstanding the provisions of this Section 3.4, nothing contained herein shall require the Association to retain a managing agent.

Section 3.5 Allocated Interests.

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

- (a) the percentage of ownership of the Common Elements, as set forth in Exhibit B of this Declaration;
- (b) the percentage of liability for Common Expenses, as set forth in Exhibit B of this Declaration; and
- (c) the number of votes in the Association, as set forth in Exhibit B of this Declaration.

Section 3.6 Indemnification.

To the full extent permitted by law, each officer, Manager or committee member of the Association and other volunteer appointed by the Board of Managers shall be indemnified by the Association against all expenses and liabilities including attorney fees, reasonably incurred by or imposed upon them in any proceeding to which they may be a party, or in which they may become involved, by reason of being or having been an officer, Manager, committee member or other volunteer of the Association, or any settlements thereof, whether or not they are an officer, Manager, committee member or other volunteer appointed by the Board of Managers at the time such expenses are incurred, pursuant to the indemnification provisions set forth in the Bylaws and Colorado law.

Section 3.7 Security Disclaimer.

The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve security in the Community; however, each Owner, for himself or herself and his or her tenants, guests, licensees and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security in the Community. Furthermore, the Association does not guarantee that non-residents will not gain access to the Community and commit criminal acts in the Community, nor does the Association guarantee that criminal acts in the Community will not be committed by residents. It shall be the responsibility of each Owner to protect his or her person and property and all responsibility to provide such security shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide security or the ineffectiveness of measures taken.

Section 3.8 Education and Training.

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

ARTICLE 4 UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 4.1 Number of Units.

The number of Units presently included in the Community is 92.

Section 4.2 Unit Boundaries.

(a) Boundaries. The following are designated as boundaries of each Unit, as defined below and as depicted on the Map:

(i) The unfinished interior surfaces of the perimeter walls. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, surface texture, wallpaper, paint, finished flooring and any other materials constituting the finished surfaces are part of the Unit and all other portions of the floors, walls and ceilings are part of the Common Elements. Where found on the walls and ceilings, the interior surfaces of built-in fireplaces with their flues in the closed position shall be boundaries of the Unit.

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

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

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

Each Unit includes the spaces and improvements lying within the boundaries described above, including windows, window frames, doors and door frames, and as depicted on the Map.

Section 4.3 Limited Common Elements.

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

(i) If a chute, flue, pipe, duct, wire, conduit, bearing wall, bearing column or other fixture lies partially within and partially outside the designated boundaries of a Unit, the portion serving only the Unit is a Limited Common Element, allocated solely to the Unit, the use of which is limited to that Unit and any portion serving more than one Unit is a Limited Common Element to those

Units and any portion serving only the Common Elements is a part of the Common Elements.

(ii) Any shutters, awnings, window boxes, steps, stoops, balconies, walkways, storage areas, or other fixtures designed to serve a single Unit, located outside the boundaries of the Unit, are Limited Common Elements allocated exclusively to the Unit and their use is limited to that Unit.

(iii) Parking spaces which have been assigned by deed and are appurtenant to a Unit.

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

Section 4.4 Mechanic's Liens.

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

ARTICLE 5 MAINTENANCE AND SERVICE RESPONSIBILITIES

Section 5.1 Association Maintenance and Service Responsibilities.

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

(b) Maintenance of Common Elements by Owner. Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Elements by an Owner or occupant which is the responsibility of the Association hereunder (including, but not limited to landscaping of Common Elements) shall be performed at the sole expense of such Owner or occupant, and the Owner or occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair. Notwithstanding the provisions of Section 4.3(b) of this Declaration, the Association may, without consent of the Owners, remove a Limited Common Element to protect the Common Elements and the Units. Repair or replacement of the Limited Common Elements shall be at the discretion and cost of the Owner.

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

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

(e) Liability of Association.

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

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

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

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

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

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

Section 5.2 Owner's Maintenance Responsibility.

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

Section 5.3 Owner Responsibilities.

Each Owner shall have the responsibility to:

(a) perform his or her maintenance responsibility in such manner so as not to unreasonably disturb other persons in Units;

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

(c) pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Owner but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing or cleaning up any item which, although the

responsibility of the Association, is necessitated by reason of the willful or negligent act of the Owner, his or her family, tenants, guests, with the cost thereof to be added to and become part of the Owner's next chargeable Assessment;

(d) An Owner shall not be liable for injury or damage to person or property caused by or resulting from the Owner's maintenance or lack of maintenance of the Unit or any Limited Common Element appurtenant thereto except if the Owner has failed to exercise due care in performing said maintenance. An Owner shall not be liable to any other Owner, or any Owner's occupant, guest or family or the Association for any damage or injury caused in whole or in part by the Owner's failure to discharge its responsibilities under this Section where such damage or injury is not a foreseeable, natural result of the Owner's failure to discharge its responsibilities.

(e) Each Owner shall have the responsibility to perform his or her maintenance responsibility in such manner so as not to unreasonably disturb or put at risk other persons in Units, other Units or the Common Elements.

(f) Owners are responsible for contracting and paying for an annual fire place and flue inspection and cleaning by September 1st of each year. If such inspection and cleaning is not performed by September 1st, the Association may perform such duties, the cost of which shall be allocated directly to the Unit pursuant to this Declaration.

(g) Notwithstanding the preceding or any provision contained herein to the contrary, Owner of Units to which a balcony is appurtenant shall be responsible for any and all costs related to or arising from the maintenance, repair and replacement of the balcony and any damage that may arise from the use of or existence of the balcony.

Section 5.4 Window Replacement.

Notwithstanding the responsibility of the Owners for windows, as part of a building renovation project, the Association may replace all Unit windows in the Community, subject to the approval of a majority of the Owners present and voting in person or by proxy at a duly called meeting, notice of which shall state the purpose of the meeting. Any expense associated with such window replacement shall be a Common Expense of the Association allocated among the Units based on the number of windows in each Unit replaced and the cost of such replacement.

Section 5.5 Mold.

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

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

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

Section 5.7 Failure to Maintain.

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

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

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

ARTICLE 6 COVENANT FOR COMMON EXPENSE ASSESSMENTS

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

Each Owner, by acceptance of a deed for a Unit, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual Common Expense Assessments and such other Assessments as imposed by the Association. Such Assessments, including fees, utilities not individually metered to Units, charges, late fees, attorney fees, fines and interest charged by the Association and additional fees charged by the managing agent, including but not limited to, administration and witness fees, and/or any other charges that may be assessed and/or levied or may be agreed to in the process of collecting past due Assessments, including but not limited to, credit card convenience fees from whatever source, shall be the personal obligation of the Owner of such Unit at the time when the Assessment or other charges became or fell due. The annual Common Expense Assessments and such other Assessments as imposed by the Association, including fees, charges, late fees, attorney fees, fines and interest charged by the Association, shall be a charge on each Unit and shall be a continuing lien upon the Unit against which each such Assessment or charge is made. If any Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due. The personal obligation to pay any past due sums due the Association shall not pass to a successor in title unless expressly assumed by them. No Owner may become exempt from liability for payment of the Common Expense Assessments by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the Common Expense Assessments are made. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted by any reason including, without limitation, any claim that the Association or the Board of Managers is not properly exercising its duties and powers under this Declaration. Except as provided in this

Declaration, all Common Expense Assessments shall be assessed against all Units in accordance with the formula for liability for the Common Expenses as set forth in this Declaration. Common Expense Assessments are currently allocated among the Owners as set forth in Exhibit B of this Declaration.

Section 6.2 Basis of Assessments.

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

Section 6.3 Annual Assessment.

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

Section 6.4 Special Assessments.

In addition to other authorized Assessments, the Association may levy Special Assessments from time to time to cover previously unbudgeted expenses or expenses in excess of those budgeted, including, without limitation, the costs of any construction, restoration, or unbudgeted repairs or replacements of capital improvements that are not covered by the general reserve fund. The proposed Special Assessment shall be submitted to the Owners for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws, as the Bylaws may be amended from time to time. The proposed Special Assessment may be vetoed by votes of Owners representing a majority of the total Association votes. A proposed Special Assessment will be ratified unless Owners representing more than a majority of the votes allocated to the Units that will be subject to the special Assessment vote, either in person or by proxy, to reject the Special Assessment at a meeting called for such purpose. Special Assessments may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall have the right to require that Special Assessments be paid in advance of the provision of the subject services or materials.

Section 6.5 Supplemental Assessments.

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

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

Section 6.6 Application of Payments.

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

Section 6.7 Effect of Non-Payment of Assessments.

- (a) Any Assessment, charge or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within 30 days after the due date thereof, as established by the Board of Managers, shall bear interest at the rate established by the Board of Managers, on a per annum basis to accrue monthly, from the due date, and the Association may assess a reasonable late fee thereon as determined by the Board of Managers.

(b) Failure to make payment within 60 days of the due date thereof shall cause the total amount of such Owner's Common Expense Assessment for the remainder of that fiscal year to become immediately due and payable at the option of the Board. The Board may, in its discretion, decelerate the Member's annual Assessment.

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

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

(e) Provisions of this Section shall be subordinate to those efforts to collect Assessments by the Aspen/Pitkin Housing Authority.

Section 6.8 Lien Priority.

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

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

Section 6.9 Borrowing.

The Association shall have the power to assign its right to future income, including the right to assign its right to receive Common Expense Assessments, but only upon the affirmative vote of Owners representing no less than 51% of the allocated votes in the Association.

**ARTICLE 7 COVENANTS AND RESTRICTIONS ON USE, ALIENATION AND
OCCUPANCY**

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

Section 7.1 Restrictions on Sale and Use.

All Units in the Community are subject to restrictions on sale and occupancy prescribed by the Aspen/Pitkin Housing Authority, which restrictions shall apply to each Unit, as covenants running with the land, by virtue of a deed restriction in the form of Exhibit D of this Declaration. The restrictions incorporate, inter alia, income and residency requirements for purchasers of the Units, limit the price at which a Unit Owner may resell his or her Unit, and require a Unit Owner (other than a mortgagee or the Association) to occupy his or her Unit, all as required by the annual Qualification Guidelines of the Aspen/Pitkin Housing Authority. Exhibit D may be amended or replaced by the Aspen/Pitkin Housing Authority from time to time

Section 7.2 Use/Occupancy.

All Units within the Community shall be used only for those uses and/or purposes as allowed by the local zoning, control and regulation, and permitted by this Declaration, subject to any Rules and Regulations adopted by the Association. Units shall not be used for any purpose other than a residential dwelling except as set forth in this Section. Home occupations shall be allowed so long as the home occupations are incidental and secondary to the use of the Unit and do not change the residential character thereof, comply with local zoning ordinances and regulations, and comply with this Declaration. External advertising of any kind is prohibited. In

no instance shall a home occupation be visible externally, nor shall any home occupation employ any person other than the Owner. Uses which have one or more of the following characteristics are not permitted: (a) manufacturing or fabrication of any kind; (b) storage of hazardous materials; (c) increased traffic or parked vehicles beyond that reasonable and customary to a residential dwelling use; (d) permanent or long term parking of heavy equipment, including semi trailers; (e) the use or rental of any structure on a Unit for any transient, hotel, motel, bed and breakfast, restaurant, bar or other commercial purposes.

Section 7.3 Use of Decks and Balconies.

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

Section 7.4 Restrictions on Clotheslines and Storage.

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

Section 7.5 Restrictions on Animals and Pets.

Pets may be kept in a Unit, *if* the Pet is not a nuisance to other residents. No resident shall maintain or keep any Pet which, in the sole discretion of the Board, is considered to be a danger to the Owners, management staff or occupants in the Community or is otherwise considered to be a dangerous breed, as may be further defined in the Rules and Regulations. If a Pet is deemed a nuisance by the Association, the resident having control of the Pet shall be given a written notice to correct the problem and if not corrected, that resident will be required to remove the Pet from the Community pursuant to, and in accordance with, any dispute resolution procedures as may be set forth in this Declaration or the Rules and Regulations, if any. Pets may not be kept for any commercial purposes. When on other Common Elements, Pets must be on a leash or otherwise under the voice control of the Pet Owner at all times. Feces left by Pets upon the Common Elements or Limited Common Elements, must be removed promptly by the owner of the Pet or the person responsible for the Pet. Pets shall not be allowed to defecate or urinate on any balcony in the Community. Owners shall hold the Association harmless from any claim resulting from any action of their Pets or the Pets of their tenants, guests or other invitees.

Section 7.6 Antennae.

"Permitted Antennas" are defined as (a) an antenna which is less than one meter in diameter and is used to receive direct broadcast satellite service, including direct-to-home satellite services, or is used to receive or transmit fixed wireless signals via satellite; (b) an antenna which is less than one meter in diameter and is used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instruction television fixed services, and local multipoint distribution services or is used to receive or transmit fixed wireless signals other than via satellite; (c) an antenna which is designed to receive broadcast television broadcast signals; or (d) other antennas which are expressly permitted under applicable federal statutes or regulations. In the event a Permitted Antenna is no longer expressly permitted under applicable federal statutes or regulations, such antenna will no longer be a Permitted Antenna for purposes of this Section.

Permitted Antennas shall be installed in the least conspicuous location available on the Unit or Limited Common Elements which permits acceptable signals, without unreasonable delay or increase in the cost of installation, maintenance or use of the Permitted Antenna. The Association may adopt rules regarding location and installation of Permitted Antennas, subject to limitations of applicable federal law. Except as allowed by federal statutes and regulation, no exterior television or any other antennae, microwave dish, satellite dish, satellite antenna, satellite earth station or similar device of any type shall be erected, installed or maintained on a Unit or Common Elements. Antennas shall not be installed or penetrate any roof or siding maintained by the Association and may only be installed on free standing pedestal maintained on a Limited Common Element decks or balconies.

Section 7.7 Nuisances.

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

Section 7.8 Compliance With Other Laws.

No improper, offensive or unlawful use shall be permitted within the Community or any portion thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Community or a portion thereof shall be observed.

Section 7.9 Parking, Storage, and Repairs.

Parking upon the Common Elements and Limited Common Elements shall be regulated by the Association and shall be further regulated in the Rules and Regulations of the Association.

Notwithstanding the preceding, the Association shall allocate no more than one parking space per bedroom within a Unit; and any permitted vehicle must fit solely within one marked parking space.

Section 7.10 Use of Common Elements.

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

Section 7.11 No Annoying Lights, Sounds or Odors.

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

Section 7.12 Compliance with Insurance Requirements.

Except as may be approved in writing by the Association, nothing shall be done or kept on the Community which may result in a material increase in the rates of insurance or would result in the cancellation of any insurance maintained by the Association. This includes, but is not limited to use or storage of charcoal grills or the storage of firewood adjacent to the building and the parking of any motor vehicle within 10 feet of any building.

Section 7.13 Restriction on Signs and Advertising Devices.

(a) Except as provided in this Section, no sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere on a Unit except such sign or signs as may be approved in writing by the Association.

(b) Signs intended to impact the outcome of an election must be displayed in accordance with the Association's Rules and Regulations.

(c) One professionally lettered "For Sale" or "For Rent" sign not to exceed three feet by two feet and one professionally lettered security or alarm system sign not exceeding six inches by six inches may be displayed inside a window of a Unit.

Section 7.14 Prohibition of Marijuana Distribution and Growing.

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

Section 7.15 Prohibited Activities.

No Owner or occupant of a Unit may engage in any activity or practice which, in the sole discretion of the Board, is considered a threat to the health and/or safety of other Owners and residents within the Community, including but not limited to, hoarding, creating conditions conducive to indoor fires, allowing Units to fall into a state of disrepair to the point that rodents or other pests enter, or any other conditions which could cause damage or harm to other Units in the Community.

Section 7.16 Tanks.

Small, standard size portable tanks associated with an outdoor gas grill shall be permitted in the Community so long as permitted by and maintained in accordance with local fire code.

Section 7.17 Outbuildings.

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

Section 7.18 Restriction on Mining and Drilling.

No Property within the Community shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel or earth.

Section 7.19 No Restrictions on Mortgaging of a Unit.

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

Section 7.20 Restrictions on Flooring and Appliances in Units.

Carpeting, rugs, and padding shall be maintained on the floor surfaces (excluding kitchens, laundry rooms, entry foyers (including entry hallway closets) and bathrooms) in Units sufficient, in the opinion of the Board of Managers, to adequately reduce transmission of sound between Units. Washers, dryers, and other major appliances may be installed in a Unit to the extent that appropriate hook-ups have been provided for them in the construction of the Unit.

Section 7.21 Restrictions on Air Conditioners.

No air-conditioning units or other devices may be installed so as to extend through the windows of Units.

Section 7.22 Map Restrictions.

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

Section 7.23 Rules and Regulations.

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

Section 7.24 Compliance with Governing Documents.

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

Section 7.25 Use of the Words Centennial and The Centennial Owners' Association.

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

ARTICLE 8 MODIFICATIONS TO UNITS

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

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

(a) Interiors. Owners have the right to make any improvements or alterations to the interior of his or her Unit as provided for in this Article.

(i) Decoration of Unit. The rights and restrictions in this Article shall not be construed to restrict a Member's right to decorate his or her Unit as he or she should so determine; provided, however, that to the extent such decoration is visible from the exterior of any Unit and detracts, in the reasonable judgment of the Board, from the aesthetic or architectural integrity of the Community, the Member may be required to undertake such reasonable measures as the Board may determine to eliminate such detraction.

(ii) Nonstructural and Structural Interior Alterations. The rights and restrictions in this Article shall not be construed to restrict a Member's right to move, remove, alter or change any interior, nonstructural wall or partition, or change the use and/or designation of any room within his or her Unit; provided, however, that such change shall not affect the structural integrity of the Community or mechanical or utility systems of the Community. No structural alterations to any Unit or any Common or Limited Common Elements shall be done by any Owner, without the prior written approval of the Association. Subject to Section 7.20 above, hard flooring surfaces require approval of the Board of Managers pursuant to this Declaration.

(iii) Adjoining Units. Owners are prohibited from combining Units and/or from removal or alteration of any intervening partition between Units.

(b) Exteriors. Owners have the right to make improvements or alterations to the exterior Limited Common Element Balcony or Deck area, as provided for in this Article and with approval of the Board and the adjacent Owner.

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

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

(ii) Exterior Changes. No balcony, garden or yard enclosure, awning, screen, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected, applied to, placed upon or attached to any Unit, or any part thereof or upon any Common or Limited Common Elements without, in each instance, written approval of the Association.

(iii) Painting and Decals. No painting, attaching of decals or other decoration shall be done on any exterior part or surface of any Unit, or on the interior surface of any window without written approval of the Association, except for holiday decorations, displays, flags and/or signs, which shall be expressly allowed, subject to the Board's discretion.

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

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

(a) Boundary Change. Boundaries between adjoining Units may not be changed and Units may not be combined.

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

(c) Limitations. No relocation of boundaries between adjoining Units shall be permitted.

(d) Application and Approval Requirements. The Owners of the Units, as the applicant, must submit an application to the Association, which must be approved by the Association before the Owner proceeds, including all of the criteria set forth below and must also enter into an agreement with the Association, including the items set forth above.

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

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

Section 8.3 Reply and Communication.

The Association shall reply to all submittals of plans made in accordance with this Article in writing within 60 days after receipt. In the event the Association fails to take any action on submitted plans and specifications within 60 days after the Association has received the plans and specifications, approval shall be deemed denied. Yet, the Owner shall have a right of appeal to the Association. All communications and submittals shall be addressed to the Association at such address as is the registered address for the Association as maintained with the office of the Colorado Secretary of State.

Section 8.4 Maintenance Responsibilities.

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

Section 8.5 Fees and Costs.

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

ARTICLE 9 INSURANCE/CONDEMNATION/OBSCOLESCENCE

Section 9.1 Insurance to be Carried by the Association.

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

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

(a) The Association shall obtain and maintain hazard insurance covering full replacement cost, loss, damage or destruction by fire or other casualty to the Units and the Common Elements and the other property of the Association as set forth in Exhibit C of this Declaration.

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

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

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

(e) The Association's insurance policy may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance equals at least the replacement cost of the insured property.

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

Section 9.3 Owner Insurance Responsibilities.

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

Section 9.4 Association Flood Insurance.

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

Section 9.5 Association Liability Insurance.

The Association shall obtain a policy of public liability and property damage liability insurance covering the Common Elements, in such limits as the Board may determine from time to time, but not in any amount less than a combined single limit of \$1,000,000.00. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other uses of the Community. All liability insurance shall name the Association as the insured.

Section 9.6 Association Fidelity Insurance.

The Association shall obtain fidelity coverage or fidelity bonds to protect against dishonest acts on the parts of its officers, Managers, trustees and employees and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The fidelity coverage or bonds should be in an amount sufficient to cover the maximum funds that will be in the control of the Association, its officers, Managers, trustees and employees, as required by law.

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

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

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

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

Section 9.9 Other Association Insurance.

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

Section 9.10 Miscellaneous Terms Governing Insurance Carried by the Association.

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

- (a) All policies of insurance shall provide that each Owner is an insured under the policy with respect to liability arising out of such Owner's membership in the Association.
- (b) All policies of insurance shall contain waivers of subrogation against any Owner or member of his or her household.
- (c) All policies of insurance shall contain waivers of any defense based on invalidity arising from any acts of an Owner and shall provide that such policies may not be canceled or modified without at least 30 days prior written notice to all of the Owners, holders of first lien security interests and the Association.
- (d) If requested, duplicate originals of all policies and renewals thereof, together with proof of payments of premiums, shall be delivered to all Eligible Mortgage Holders at least 10 days prior to the expiration of the then-current policies.
- (e) All liability insurance shall include the Association, the Board, the manager or managing agent, if any, the officers of the Association, holders of first lien security interests, their successors and assigns and Owners as insureds.
- (f) In no event shall any casualty insurance policy contain a co-insurance clause.
- (g) All policies of insurance of the Association shall be primary, providing the primary insurance of the loss, if there is other insurance in the name of the Owner.
- (h) All policies of insurance shall provide that the insurance thereunder shall not be invalidated, suspended, voidable or have any condition of recovery due to an act or omission by any Owner, only in respect to the interest of any particular Owner guilty of a breach of warranty, act, omission, negligence or non-compliance of any provision of such policy, including payment of the insurance premium applicable to the Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under any such policy, as to the interests of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

(i) Prior to obtaining any policy of casualty insurance or renewal thereof, pursuant to the provisions hereof, the Board may obtain an appraisal from a duly qualified real estate or insurance appraiser, which appraiser shall reasonably estimate the full replacement value of the Units and the Common Elements, without deduction for depreciation, review any increases in the cost of living, and/or consider other factors, for the purpose of determining the amount of the insurance to be effected pursuant to the provisions hereof. In no event shall any casualty insurance policy contain a co-insurance clause.

Section 9.11 Insurance Premium.

Except as assessed in proportion to risk, insurance premiums for the above provided insurance shall be a Common Expense to be included as a part of the annual Assessments levied by the Association.

Section 9.12 Managing Agent Insurance.

The manager or managing agent, if any, shall be adequately insured for the benefit of the Association and shall maintain and submit evidence of such coverage to the Association, including professional liability or errors and omissions insurance, workers' compensation, unemployment and fidelity coverage. The Association may indemnify its managing agent, except for that agent's intentional acts or omissions or negligence outside the scope of their duties and obligations to the Association, or outside of direction from or of the Association.

Section 9.13 Annual Association Insurance Review.

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

Section 9.14 Adjustments by the Association.

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

Section 9.15 Responsibility for Payment of Deductible Amount.

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

(a) The Association shall pay or absorb the deductible amount for any work, repairs or reconstruction for damage to Common Elements unless the damage is the liability of an Owner, his family, guests, or invitees, as set forth in this Declaration, in which case the Association shall seek reimbursement of the deductible amount as an Assessment in compliance with and under the terms of this Declaration. Any Owner who receives the proceeds of any Association insurance shall be responsible for the payment of the deductible in proportion to the percentage of insurance proceeds received. Such deductible shall be due within 10 days of notification and shall be considered a Common Expense Assessment allocated directly to the Unit and shall be collected as provided in this Declaration.

(b) The Owner shall pay or absorb the deductible for any loss to the Unit that would be the responsibility of the Owner in the absence of insurance unless the loss is caused by the negligent or willful act or omission of the Association or another Owner, in which case the negligent party shall be responsible for the deductible. If a negligent Owner fails to pay the deductible for damage to a Unit, the Association may, but shall not be obligated to seek the deductible on behalf of the Owner suffering the loss as provided in this Declaration for the collection of Assessments.

Section 9.16 Duty to Repair.

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

Section 9.17 Condemnation and Hazard Insurance Allocations and Distributions.

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

Section 9.18 Insurance Assessments.

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

Declaration and shall not require any vote or ratification of the Owners.

Section 9.19 Payment of Claims to Delinquent Owners.

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

Section 9.20 Obsolescence.

(a) Renewal and Reconstruction. Owners representing at least 75% of the total votes in the Association, 67% of the Eligible Mortgage Holders, and the Aspen/Pitkin Housing Authority may agree that the Property is obsolete and adopt a plan for renewal and reconstruction.

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

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

(1) If such Owner and the Association can agree on the Deed Restricted Fair Market Value thereof, then such sale shall be consummated within 30 days after such agreement;

(2) If the parties are unable to agree on the Deed Restricted Fair Market Value, the date when either party notifies the other that he, she or it is unable to agree with the other shall be the "Commencement Date" from which all periods of time mentioned hereafter shall be measured. Within 10 days following the Commencement Date, each party shall nominate an appraiser in writing (and give notice of such nomination

to the other party). If either party fails to make such a nomination within 10 days of the Commencement Date, the appraiser nominated shall, within 5 days after default by the other party, appoint and associate with him or her another appraiser. If the two designated or selected appraisers are unable to agree on the Deed Restricted Fair Market Value of the Unit, they shall appoint another appraiser to be umpire between them, if they can agree on such person. If they are unable to agree upon such umpire, each appraiser previously appointed shall nominate two appraisers and from the names of the four appraisers so nominated one shall be drawn by lot by any judge of any court of record in Colorado, if the Association can arrange such judicial participation in this process, and otherwise by the President of the Association; and the name so drawn shall be such umpire. The nominations from whom the umpire is to be drawn by lot shall be submitted within 10 days of the failure of the two appraisers to agree, which, in any event, shall not be later than 20 days following the appointment of the second appraiser. The decision of the appraisers as to the Deed Restricted Fair Market Value or, in the case of their disagreement, such decision of the umpire shall be final and binding and a judgment based upon the decision rendered may be entered in any court having jurisdiction. The expenses and fees of such appraisers shall be borne equally by the Association and the Owner. Alternatively, in the event the purchase price so established is unacceptable to the Board of Managers, then the Association may cancel the plan or resubmit a revised plan, to include the purchase price established for the Unit of the Owner who does not desire to participate in the plan, to the Owners and Eligible Mortgage Holders for approval; and

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

(b) Sale of Property. Owners representing at least 75% of the total votes in the Association, 75% of the Eligible Mortgage Holders, and the Aspen/Pitkin Housing Authority may agree that the Community is obsolete and that the Community should be sold. In such instance, the Association shall send notice of the approval of such a sale to all Owners and record a notice executed by the Association's President and Secretary setting forth such fact and, upon recording of such notice, the Property shall be sold by the Association, as attorney-in-fact for all Owners, free and clear from the provisions contained in this Declaration. The sales proceeds shall be collected and apportioned between the Owners on the basis of each Owner's appurtenant interest in and to the

Common Elements as specified in the Declaration, and the proceeds shall be paid into separate accounts, each account representing one Condominium Unit. Each such account shall be in the name of the Association and shall be further identified by the Unit designation and the name of the Owner. The Association, as attorney-in-fact, shall use and disburse the total amount of each separate account, without contribution from one account to another, to the Association, Owner(s) and lienholders, as their interests may appear.

ARTICLE 10 SPECIAL RIGHTS OF HOLDERS OF FIRST LIEN SECURITY INTERESTS

Section 10.1 General Provisions.

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

Section 10.2 Special Rights.

Eligible Mortgage Holders shall be entitled to: (a) timely written notice from the Association of any default by a mortgagor of a Unit in the performance of the mortgagor's obligations under this Declaration, the Articles of Incorporation, the Bylaws or the Rules and Regulations, which default is not cured within 60 days after the Association learns of such default; (b) examine the books and records of the Association during normal business hours; (c) receive a copy of financial statements of the Association, including any annual audited financial statement; (d) receive written notice of all meetings of the Members of the Association; (e) designate a representative to attend any such meetings; (f) written notice of any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; (g) written notice of abandonment or termination of the Association of the plan contemplated under this Declaration; (h) 60 days written notice prior to the effective date of any proposed amendments of a material adverse nature to first mortgagees to this Declaration, the Articles of Incorporation, or the Bylaws; (i) 60 days written notice prior to the effective date of termination of professional management of the Association or the Common Elements, when professional management had been required previously under the legal documents for the Community or by an Eligible Mortgage Holder; and (j) immediate written notice as soon as the Association receives notice or otherwise learns of any damage to the Common Elements or to the Unit on which the Eligible Mortgage Holder holds a security interest, if the cost of reconstruction exceeds \$20,000.00 and as soon as the Association receives notice or otherwise learns of any condemnation or eminent domain proceedings or other proposed acquisition with respect to any portion of the Common Elements or any Units.

Section 10.3 Special Approvals.

Unless at least 51% of the Eligible Mortgage Holders of first lien security interests (based on one vote for each mortgage owned) of Units in the Association and requisite Owners have given their written approval, neither the Association nor any Member shall (a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements or any improvements thereon which are owned, directly or indirectly, by the Association (except that the granting of access easements, utility easements, drainage easements and water facilities easements or easements for other public purposes consistent with the intended use of such Property by the Association shall not be deemed within the meaning of this provision); (b) change the method of determining the obligations, Assessments or other charges which may be levied against Members or the method of allocating distributions of hazard insurance policy proceeds or condemnation awards; (c) by act or omission change, waive or abandon any scheme or regulation, or enforcement thereof, pertaining to architectural approval of improvement of Units, including the architectural design of the exterior appearance of Units, or the upkeep of the Common Elements; (d) fail to maintain the casualty, fire and extended coverage insurance as elsewhere provided in this Declaration; (e) use hazard insurance proceeds for losses other than the repair, replacement or reconstruction of the improvements which were damaged or destroyed; (f) take action to terminate the legal status of the Community after substantial destruction or condemnation occurs; (g) adopt any amendments to this Declaration of a material adverse nature to first mortgagees; and (h) establish self-management by the Association when professional management has previously been required by the legal documents for the Community or by an Eligible Mortgage Holder. An amendment shall not be deemed material if it is for the purpose of correcting technical errors, or for clarification only. If an Eligible Mortgage Holder of a first lien security interest receives written request for approval of the proposed act, omission, change or amendment by certified or registered mail, with a return receipt requested, and does not deliver or post to the requesting party a negative response within 60 days, it shall be deemed to have approved such request.

Section 10.4 Right to Pay Taxes and Insurance Premiums.

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

ARTICLE 11 GENERAL PROVISIONS

Section 11.1 Compliance and Enforcement.

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

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

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

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

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

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

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

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

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

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

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

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

Section 11.2 Attorney Fees.

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

Section 11.3 Severability.

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

Section 11.4 Term of Declaration.

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

Section 11.5 Amendment of Declaration by Owners.

Except as otherwise provided in this Declaration, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended, revised, removed or repealed, and new provisions, covenants, conditions, restrictions or equitable servitudes may be added, at any time and from time to time upon approval of a majority of the total votes in the Association. Any such amendments shall be certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association. Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of Pitkin County, State of Colorado of a certificate setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Association.

Section 11.6 Amendment of the Bylaws by Owners.

(a) The Bylaws may be amended by:

(i) The affirmative vote of a majority of the members of the Board of Managers at a duly constituted meeting; provided, however, no amendment shall be made to the quorum requirement without the affirmative vote of a majority of the Members present, in person or by proxy, at a regular or special meeting of the Members at which a quorum, as set forth in these Bylaws, is present; or

(ii) The affirmative vote of a majority of the Members present and voting, in person or by proxy, at a regular or special meeting of the Members called for such purpose at which a quorum is present, provided that notice has been sent to all Members pursuant to these Bylaws, and such notice sets forth that the meeting is being conducted for the purpose of amendment.

(b) Notwithstanding anything to the contrary in the Bylaws, the Bylaws may be amended by the Board of Managers, without Member approval, to comply with any statutory or judicial requirements.

Section 11.7 Captions.

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

Section 11.8 Interpretation.

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

Section 11.9 Singular Includes the Plural.

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

Section 11.10 Conflict of Provisions.

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

Section 11.11 Required VA Provisions.

At least 25 days advance notice to all members is required for any extraordinary action, as set forth in applicable VA guidelines. Such notice shall: (i) state the purpose of the meeting; (ii) contain a summary of any material amendments or extraordinary actions proposed; (iii) contain a copy of the proxy or consent form that can be cast in lieu of attendance at the meeting; and (iv) set forth a 25% Member quorum requirement. The Association shall have the authority to charge reasonable admission or other fees for special or extraordinary uses of the Common Elements.

Section 11.12 Challenge to this Amendment.

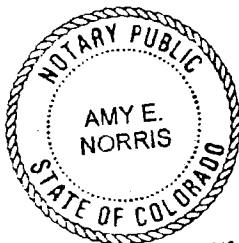
All challenges to the validity of this amendment must be made within one year after the date of recording of this document.

STATE OF COLORADO)
) ss.
COUNTY OF Pitkin)

The foregoing Declaration was acknowledged before me on this 25 day of Feb
, 2014, by John A Forster as an authorized Director of The Centennial Owners'
Association, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 2/15/16



My Comm. Expires 02-15-2016

Amy E. Norris
Notary Public

RECEPTION#: 621391, 07/08/2015 at 03:47:42 PM, 50 OF 75,
Janice K. Vos Caudill, Pitkin County, CO

EXHIBIT A DESCRIPTION OF PROPERTY

[Exhibit A of Original Declaration and Supplemental Declarations attached.]

EXHIBIT A

A parcel of land situated in the Southeast 1/4 of Section 7, Township 10 South, Range 84 West of the 6th Principal Meridian, Pitkin County, Colorado, being more fully described as follows:

Beginning at a point thence a 1954 Brass Cap set for the center 1/4 corner of said Section 7 (not marked "S.P.M.")

Bears N 43°45'17" W 1553.58 feet,
Thence S 55°41'35" W 241.73 feet,
Thence N 47°37'25" W 41.23 feet,
Thence N 51°37'00" W 93.33 feet, Thence
N 61°04'02" W 76.60 feet,
Thence N 17°05'17" W 27.83 feet,
Thence N 06°35'21" E 49.11 feet, Thence
N 17°24' 18" W 145.10 feet, Thence N
00°15'08" E 156.62 feet, Thence N
07°02'1.5" E 66.98 feet, Thence N
00.01'17" W 97.02 feet,
Thence N 12°38'16" E 30.60 feet,
Thence N 24°04'01" E 24.43 feet,
Thence S 34°18'25" E 693.29 feet

To the point of beginning containing 3.312 acres more or less.

RECEPTION#: 621391, 07/08/2015 at 03:47:42 PM, 52 OF 75,
Janice K. Vos Caudill, Pitkin County, CO

A parcel of land situated in the Southeast 1/4 of Section
7, Township 10 South, Range 84 West of the 6th Principal Meridian, Pitkin
County, Colorado, being more fully described as follows:

Beginning at a point thence a 1954 Brass Cap set for the center 1/4 corner
of said Section 7 (not marked "S.P.M.")

Bears N 21°12'24" W 596.82 feet;
Thence N 01°02'42" E 551.90 feet ,
Thence S 89°03'12" E 34.61 feet,
Thence S 87°59'39" E 52.99 feet,
Thence S 34°18'25" E 563.50 feet,
Thence S 55°41'35" W 26.00 feet,
Thence N 34°18'25" W 115.67 feet,
Thence S 55°41'35" W 195.52 feet,
Thence N 88°48'36" W 84.47 feet

to the point of beginning containing 3.077 acres, more or
less.

The property described in this Exhibit A is subject to the following easements:

1. Right-of-way for construction and maintenance of pipes, mains, ditches, flumes, dams, and reservoirs as granted to David R.C. Brown by instrument recorded March 18, 1885 in Book 24 at Page 59.
2. Right-of-way for water pipes and mains, and for electric transmission pole line as granted to James A. Devereux by instrument recorded January 20, 1887 in Book 29 at Page 582.
3. Terms, conditions and obligations as contained in Agreements between Cowenhoven Mining Transportation and Drainage Tunnel Company and:
 - a. The Bushwacker Mining Company, recorded December 6, 1890 in Book 80 at Page 422.
 - b. The Della S. Mining Company, recorded February 2, 1891 in Book 80 at Page 580.
 - c. The Arkansaw Consolidated Mining Company, recorded April 20, 1891 in Book 92 at Page 66.
 - d. The Pontiac Mining Company, recorded March 29, 1892 in Book 114 at Page 1.
4. Reservation of right-of-way for ditches or canals constructed by the authority of the United States, in u.s. Patent recorded August 29, 1958 in Book 185 at Page 69.
5. Terms, conditions, provisions and obligations as set forth in Easement agreement between Della S. Consolidated Mines Company, James Markalunas, Ramona Markalunas and Donald T. Randall, recorded May 18, 1964 in Book 207 at Page 109.
6. Terms, conditions, provisions and obligations as set forth in Grant of Easement and Agreement between Top of Aspen, Inc., Mitchel Development. Corporation of the Southwest and Cecil Lewitz, recorded October 23, 1978 in Book 356 at Page 952.

7. Terms, conditions, provisions and obligations as set forth
in Easement Agreement between Top of
Aspen, Inc., and Trico International, Inc., re-corded
January 9, 1979 in Book 361 at Page 306.

EXHIBIT A

A PARCEL OF LAND SITUATED IN THE SOUTHEAST $\frac{1}{4}$ OF SECTION
7, TOWNSHIP 10 SOUTH, RANGE 84 WEST OF THE 6TH PRINCIPAL
MERIDIAN, PITKIN COUNTY, COLORADO BEING MORE FULLY
DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHENCE A 1954 BRASS CAP SET FOR THE
CENTER $\frac{1}{4}$ CORNER OF SAID SECTION 7 (NOW MARKED "S.P.M."

BEARS N 38°13'37" E 357.03 FEET;
THENCE N 01°02'42" E 275.92 FEET;
THENCE S 89°03'12" E 34.61 FEET;
THENCE S 87°59'39" E 52.99 FEET;
THENCE S 34°18'25" E 563.50 FEET;
THENCE S 55°41'35" W 126.00 FEET;
THENCE N 34°18'25" W 144.67 FEET;
THENCE N 57°25' W 226.53 FEET TO THE POINT OF BEGINNING,
CONTAINING 2.159 ACRES, MORE OR LESS.

A parcel of land situated in the Southeast 1/4 of Section 7, Township 10 South, Range 84 West; of the 6th Principal Meridian, Pitkin County, Colorado, being more fully described as follows:

Beginning at a point whence a 1954 Brass Cap set for the center 1/4 corner of said Section 7 (now marked "S.P.M.")

Bears	N 43°43'17"	W	S	1553.38	feet,
Thence	55°41'35"	W		241.73	feet,
Thence	N 47°37'25"	W	N	41.23	feet,
Thence	51°37'00"	W	N	93.33	feet,
Thence	61°00'02"	W	N	76.60	feet,
Thence	17°05'17"	W		27.83	feet,
Thence	N 06°35'2.1"	E	N	49.11	feet,
Thence	17°24'18"	W		145.10	feet,
Thence	N 00°15'08"	E		156.62	feet,
Thence	N 07°02'1.5"	E	N	66.98	feet,
Thence	00°01'17"	W	N	97.02	feet,
Thence	12°38'16"	E		30.60	feet,
Thence	N 24°04'01"	E	S	24.43	feet,
Thence	34°18'25"	E		693.29	feet

to the point of beginning containing 3.312 acres more or less.

RECEPTION#: 621391, 07/08/2015 at 03:47:42 PM, 57 OF 75,
Janice K. Vos Caudill, Pitkin County, CO

A PARCEL OF LAND SITUATED IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 10 SOUTH,
RANGE 84 WEST OF THE 6TH PRINCIPAL MERIDIAN, PITKIN COUNTY, COLORADO BEING MORE

FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHENCE A 1954 BRASS CAP SET FOR THE CENTER 1/4 CORNER OF
SAID SECTION 7 (NOW MARKED "S.P.M.") BEARS N 21°12'24" W 596.82 FEET;
THENCE N 01°02'42" E 275.98 FEET;
THENCE S 57°25' E 226.53 FEET;
THENCE S 34°18'25" E 29.00 FEET;
THENCE S 55°41'35" W 195.52 FEET;
THENCE N 88°43'36" W 84.47 FEET TO THE POINT OF BEGINNING, CONTAINING 0.918
ACRES, MORE OR LESS.

RECEPTION#: 621391, 07/08/2015 at 03:47:42 PM, 58 OF 75,
Janice K. Vos Caudill, Pitkin County, CO

EXHIBIT B ALLOCATED INTERESTS

[Exhibit B of First Amendment to the Declaration attached.]

CENTENNIAL OWNERS' ASSOCIATION			
UNIT	NUMBER	SF Per Unit	Percent Ownership Interest rounded to 4 decimal places.
110FS	A102	598	0.0083
112FS	A104	598	0.0083
113FS	A105	455	0.0063
114FS	A106	455	0.0063
116FS	A108	832	0.0115
117FS	A109	598	0.0083
119FS	A111	598	0.0083
120FS	A202	841	0.0117
121FS	A203	733	0.0102
122FS	A204	733	0.0102
123FS	A205	881	0.0122
124FS	A206	881	0.0122
125FS	A207	881	0.0122
126FS	A208	881	0.0122
127FS	A209	1308	0.0181
129FS	A211	1308	0.0181
210FS	B101	832	0.0115
212FS	B103	832	0.0115
214FS	B105	455	0.0063
215FS	B108	455	0.0063
220FS	B201	733	0.0102
221FS	B202	878	0.0122
222FS	B203	733	0.0102
223FS	B204	878	0.0122
224FS	B205	733	0.0102
225FS	B206	878	0.0122
310FS	C101	455	0.0063
311FS	C102	598	0.0083
313FS	C104	598	0.0083
314FS	C105	455	0.0063
316FS	C107	832	0.0115
317FS	C108	598	0.0083
319FS	C110	598	0.0083
320FS	C201	881	0.0122
321FS	C202	1308	0.0181
323FS	C204	1308	0.0181
324FS	C205	881	0.0122
325FS	C206	881	0.0122
326FS	C207	881	0.0122
327FS	C208	1308	0.0181
329FS	C210	1308	0.0181
410FS	D101	832	0.0115
412FS	D103	832	0.0115
414FS	D105	455	0.0063
415FS	D106	455	0.0063

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 Janice K. Vos Caudill, Pitkin County, CO

420FS	D201	881	0.0122
421FS	D202	881	0.0122
422FS	D203	881	0.0122
423FS	D204	881	0.0122
424FS	D205	881	0.0122
425FS	D206	881	0.0122
219T	O102	598	0.0083
217T	O104	598	0.0083
216T	O105	832	0.0115
214T	O107	832	0.0115
212T	O109	598	0.0083
210T	O111	598	0.0083
229T	O202	841	0.0117
228T	O203	878	0.0122
227T	O204	878	0.0122
226T	O205	881	0.0122
225T	O206	881	0.0122
224T	O207	881	0.0122
223T	O208	881	0.0122
222T	O209	733	0.0102
221T	O210	733	0.0102
220T	O211	881	0.0122
319T	P101	598	0.0083
317T	P103	598	0.0083
315T	P105	832	0.0115
314T	P106	455	0.0063
313T	P107	455	0.0063
312T	P108	598	0.0083
310T	P110	598	0.0083
329T	P201	881	0.0122
328T	P202	881	0.0122
327T	P203	733	0.0102
326T	P204	881	0.0122
325T	P205	881	0.0122
324T	P206	881	0.0122
323T	P207	881	0.0122
322T	P208	878	0.0122
321T	P209	733	0.0102
320T	P210	881	0.0122
414T	Q102	598	0.0083
412T	Q104	598	0.0083
410T	Q106	832	0.0115
424T	Q202	841	0.0117
423T	Q203	878	0.0122
422T	Q204	881	0.0122
421T	Q205	733	0.0102
420T	Q206	881	0.0122
TOTAL:		72149	1.0000

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EXHIBIT C MAINTENANCE AND INSURANCE OBLIGATIONS

"A" = Association obligation

"O" = Owner obligation

"NA" = not applicable

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

	MAINTENANCE	INSURANCE
BUILDING EXTERIORS		
Residence-structure, including foundation, columns, girders, beams and supports	A	A
Siding, sheathing, wrap, brick, trim, molding, and other exterior facade surfaces	A	A
Exterior stoops, steps, and concrete surfaces, including entry landings, excluding snow removal.	A	A
Exterior stoops, steps entry landings- snow removal.	O	N/A
Gutters and downspouts	A	A
Roof shingles and roof underlay	A	A
Shutters and awnings	A	A
Chimneys and chimney caps ¹	O	A
Window screens	O	O
Interior glass surfaces--cleaning	O	N/A
Glass--repair and replacement	O	A
Window panes and frames--painting and staining	A (exterior) O (interior)	A
Window panes and frames--maintenance, repair, and replacement	O	A
Window trim and caulking	O	A
Skylights	N/A	N/A
Exterior unit doors --painting and staining	A	A

	MAINTENANCE	INSURANCE
Exterior unit doors including peep holes, doorknobs and lock mechanisms-- maintenance and repair	O	O
Storm doors	O	O
Balcony sliding glass doors	O	O
Exterior light fixtures (Bulb Replacement)	A	N/A
Exterior light fixtures	A	A
Utilities <u>outside</u> units servicing more than one unit: <ol style="list-style-type: none"> 1. Electrical and other wires 2. Water and sewer pipes 3. Cables 4. Circuit boxes 5. Water meters 6. Circuit breakers 	A	A
Utilities <u>outside</u> units servicing only one unit: <ol style="list-style-type: none"> 1. Electrical and other wires 2. Water/sewer pipes 3. Cables 4. Circuit boxes 5. Water meters 6. Circuit breakers 	A	A
Utilities <u>inside</u> units and servicing only that unit: <ol style="list-style-type: none"> 1. Furnaces 2. Heating equipment 3. Thermostats 4. Ducts 5. Conduits 6. Water pipes 7. Electrical wiring 8. Electrical outlets 	O	O

	MAINTENANCE	INSURANCE
9. Telephone wiring 10. Telephone outlets 11. Light switches 12. Hot water equipment 13. Cable wiring 14. Compressors 15. Sump pumps 16. Circuit breakers		
Utilities <u>inside</u> unit but servicing more than one unit: 1. Furnaces 2. Heating equipment 3. Thermostats 4. Ducts 5. Conduits 6. Water pipes 7. Electrical wiring 8. Electrical outlets 9. Telephone wiring 10. Telephone outlets 11. Light switches 12. Hot water equipment 13. Cable wiring 14. Compressors 15. Sump pumps 16. Circuit breakers 17. Boiler equipment (if any)	A	A
Air conditioners, including condensers and lines running from/to such equipment	N/A	N/A
RESIDENCE INTERIORS		
Furnishings, including all personal property such as furniture, electronics, jewelry, and clothing	0	0
Window coverings	0	0
Permanent fixtures including but not limited	0	0

	MAINTENANCE	INSURANCE
to: 1. ceiling fans 2. hand rails 3. cabinets 4. countertops 5. bathtubs and showers 6. sinks 7. toilets		
Appliances including: 1. oven 2. range 3. refrigerator 4. dishwasher 5. washer/dryer 6. countertop microwave	O	O
Fireplaces (including facade, screen, chimney back, flue, and damper) ¹	O	A
Interior <u>non-perimeter</u> walls, floors, and ceilings--including finished and unfinished surfaces, doors, drywalls, studs, insulation, hardware, and other material lying within such walls, floors, and ceilings	O	O
Finished surfaces of <u>perimeter</u> walls and ceilings--including: 1. drywalls 2. paint 3. wallpaper 4. paneling 5. texture	O	O
Finished surfaces of <u>perimeter</u> floors--including:	O	O

¹ Cleaning and maintenance of Chimneys, Chimney Caps and Fireplaces are the obligation of the Owners, however if owners fail to provide evidence of complete of annual maintenance, the Association may perform such maintenance and charge all costs to the Owner including annual cleaning and inspection

	MAINTENANCE	INSURANCE
1. tile 2. vinyl 3. hardwood 4. carpeting		
Any components lying <u>between the perimeter drywalls and residence exterior</u> , including but not limited to: 1. insulation 2. girders 3. beams 4. pipes 5. wiring 6. plumbing	A	A
Subflooring	A	A
Party walls (walls dividing residences and shared by owners/residents on each side)	A	A
Basements	N/A	N/A
Crawl spaces	A	A
GROUNDS		
Retaining walls	A	A
Landscaping	A	A
Irrigation system and time clocks	A	A
Private roads, drives, and sidewalks	A	A
Driveways	A	A
Deck railings, excluding Owner installed	A	A
Private parking areas	A	A
Monuments and signage	A	A
Balcony (upper units) including damaged resulting balcony	O	O
Decks (Lower Units) routine maintenance	O	N/A
Decks (Lower Units) structural repairs and	A	A

	MAINTENANCE	INSURANCE
maintenance		
OTHER		
Snow removal from driveways and sidewalks	A	A
Garbage pick-up	A	A
Common elements existing in community and not otherwise listed	A	A
Any personal property of owners not otherwise listed	O	O
Any owner installed exterior/interior improvement not otherwise listed	O	O

RECEPTION#: 621391, 07/08/2015 at 03:47:42 PM, 67 OF 75,
Janice K. Vos Caudill, Pitkin County, CO

EXHIBIT D DEED RESTRICTION AND AGREEMENT

[See your personal contract with APCHA]

RECEPTION#: 621391, 07/08/2015 at 03:47:42 PM, 68 OF 75,
Janice K. Vos Caudill, Pitkin County, CO

EXHIBIT E RIGHTS OF WAY

[Attached]

DARK CIRCLE RIGHT-OF-WAY

A 60 FEET WIDE RIGHT-OF-WAY LYING 10 FEET ON EACH
SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE EAST LINE OF SPRUCE
STREET WHENCE A 1954 BRASS CAP SET FOR THE CENTER
1/4 CORNER OF SECTION 7, TOWNSHIP 10 SOUTH, RANGE 84
WEST OF THE 6TH P. M. BEARS N 04°12'37" W 1165.57 FEET;
THENCE S 89°40' E 408.00 FEET;
THENCE S 41°32' E 574.00 FEET, MORE OR LESS TO A
POINT ON THE NORTH LINE OF WHAT IS KNOWN AS SILVER
SECRET PARK.

SPRUCE STREET RIGHT-OF-WAY

A 60 FOOT WIDE RIGHT-OF-WAY MORE FULLY DESCRIBED AS
FOLLOWS:

BEGINNING AT A POINT WHENCE A 1954 G.L.H. BRASS CAP
SET FOR THE CENTER 1/4 CORNER OF SAID SECTION 7 BEARS
N 42°46'01" W 326.44 FEET;
THENCE N 01°02'42" E 235.05 FEET;
THENCE S 88°49'21" E 30.76 FEET;
THENCE S 88°57'18" E 29.24 FEET;
THENCE S 01°02'42" W 234.58 FEET;
THENCE E 00°40'00" W 527.65 FEET;
THENCE S 62°31'44" W 209.72 FEET TO A POINT ON THE
NORTH LINE OF PROPERTY DESCRIBED IN BOOK 275 AT PAGE 11,
PITKIN COUNTY RECORDS;
THENCE N 69°20'00" W 75.00 FEET ALONG SAID NORTH LINE;
THENCE N 09°40'00" E 44.77 FEET;
THENCE E 16°53'00" E 16.00 FEET;
THENCE N 60°10'00" E 15.58 FEET;

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Page 2
Exhibit "A"
Park Circle Right-of-Way
Brown Lane Right-of-Way
Spined Street Right-of-Way
October 3, 1984

THENCE S 89°26'00" E 46.67 FEET;
THENCE N 67°31'44" E 150.75 FEET;
THENCE N 00°30'00" E 491.73 FEET TO THE POINT OF
BEGINNING.

BROWN LANE RIGHT-OF-WAY

A 60 FOOT WIDE RIGHT-OF-WAY LYING 30 FEET ON EACH
SIDE OF THE FOLLOWING DESCRIBED LINE:
BEGINNING AT A POINT ON THE CENTERLINE OF THE ABOVE
MENTIONED PARK CIRCLE RIGHT-OF-WAY, WHENCE SAID
1954 DRASS CAP BEARS N 21°01'42" W 1247.61 FEET;
THENCE N 17°03' E 118.00 FEET;
THENCE N 54°55' E 112.00 FEET;
THENCE N 00°30' E 501.00 FEET TO A POINT ON THE SOUTH
LINE OF WHAT IS KNOWN AS PROPOSED LOT 2.

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RECEPTION#: 621391, 07/08/2015 at 03:47:42 PM, 71 OF 75,
Janice K. Vos Caudill, Pitkin County, CO

EXHIBIT F COURT ORDER

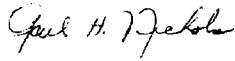
[ATTACHED]

RECEPTION#: 621391, 07/08/2015 at 03:47:42 PM, 72 OF 75,
Janice K. Vos Caudill, Pitkin County, CO

DISTRICT COURT, PITKIN COUNTY, COLORADO Court Address: 506 East Main, Suite E, Aspen, CO, 81611	DATE FILED: July 7, 2015 11:14 AM CASE NUMBER: 2015CV30059
Petitioner(s) THE CENTENNIAL OWNERS ASSOCIATION v. Respondent(s) OWNERS	△ COURT USE ONLY △
Case Number: 2015CV30059 Division: 5 Courtroom:	
Order: Order Approving Amended and Restated Declaration, Pursuant to CRS 38-33.3-217(7)	

The motion/proposed order attached hereto: GRANTED.

Issue Date: 7/7/2015



GAIL H NICHOLS
District Court Judge

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<p>DISTRICT COURT, COUNTY OF PITKIN, STATE OF COLORADO</p> <p>Court Address: 506 E. Main, Suite 300 Aspen, CO 81611</p> <p>Phone Number: (970) 925-7635</p> <hr/> <p>Petitioner:</p> <p>The Centennial Owners' Association, a Colorado nonprofit corporation</p> <hr/> <p>Attorney: Name: Phone Number: Fax Number: E-mail: Atty. Reg. #:</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p> <hr/> <p>Case Number: 2015 CX 030059</p> <p>Div.: 5 Qtrm.:</p>
<p>ORDER APPROVING AMENDED AND RESTATED DECLARATION, PURSUANT TO C.R.S. §38-33.3-217(7)</p>	

THIS MATTER comes before the Court for hearing on Tuesday, July 7, 2015. After reviewing the pleadings filed in the matter and considering the statements of Counsel, the Court makes the following Findings of Fact and Conclusions of Law and Orders:

Findings of Fact and Conclusions of Law

1. The Centennial Owners' Association ("Association") seeks to amend the Condominium Declaration for The Centennial Condominium recorded in the real property records of the County of Pitkin, Colorado at Reception No. 262953, in Book 474, Page 479, as amended and supplemented by documents of record ("Declaration") by means of a proposed Amended and Restated Condominium Declaration for The Centennial Condominium (the "Proposed Amended and Restated Declaration").

2. The Association notified its Owners of the Proposed Amended and Restated Declaration via the May 2013, June 2013, November 2013 and December 2013 Association newsletters. The Proposed Amended and Restated Declaration was voted on at the December 3, 2013 annual meeting.

3. The Members of the Association discussed the Proposed Amended and

Restated Declaration (as submitted to the Court in the Petition filed herein) at meetings of the Association held on June 7, 2013 and December 3, 2013.

4. Based on the foregoing, the Association has complied with the notice and meeting requirements set forth in Section 38-33.3-217(7)(a)(I) and (II).

5. At least half of the Members required by the Declaration to approve the Proposed Amended and Restated Declaration have voted for the Proposed Amended and Restated Declaration, pursuant to C.R.S. §38-33.3-217(7)(a)(III). In fact, all necessary consents of Members/Owners to approve the Proposed Amended and Restated Declaration have been obtained.

6. Based on the Petition filed in this case, the Association has not obtained the required consent and approval of the lenders, and so, has filed its Petition and caused this matter to come before the Court, as allowed for by state statute.

7. Based on the Certificate of Mailing filed in this case, Notice of the Petition was mailed to all of the Owners within the Association, to lenders with a security interests in Unit within the community, to the declarant and to the others indicated in a Certificate of Mailing filed in this case.

8. The notice given is in compliance with the requirements of the applicable state statute.

9. A hearing regarding the petition was held, as referred to above, on Tuesday, July 7, 2015, before this Court.

10. The Association has satisfied all of the requirements of C.R.S. §38-33.3-217(7).

11. Neither 33% or more of the Owners nor 33% or more of the lenders with security interests in one or more Units nor the declarant have filed written objections with the Court prior to the hearing.

12. Neither the Federal Housing Administration nor the Veterans Administration is entitled to vote on the proposed amendment.

13. The Proposed Amended and Restated Declaration presented to the Court does not terminate the Declaration. The preponderance of the evidence and application of plain language of the Declaration indicates that the Proposed Amended and Restated Declaration is an amendment, and not a termination.

14. The Proposed Amended and Restated Declaration presented to the Court does not change the allocated interests of the Owners.

15. Based upon these Findings of Fact and Conclusions of Law and pursuant to the requirements of C.R.S. §38-33.3-217(7)(e) and (f), it is hereby:

ORDERED that the Proposed Amended and Restated Declaration is approved by this Court and shall be binding upon all Owners in the Centennial community and shall have the same legal effect as if were adopted pursuant to the amendment requirements set forth in the Declaration upon the recording of the Amended and Restated Declaration, with this Order attached, with the Clerk and Recorders' office for the County of Pitkin.

IT IS FURTHER ORDERED that the Association record a copy of the approved Amended and Restated Declaration together with a copy of this Order with the Clerk and Recorder's office for County of Pitkin, Colorado.

DONE this _____ day of _____, 2015.

BY THE COURT:

DISTRICT COURT JUDGE