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STATE OF COLORADO  
BOULDER COUNTY

## AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR SADDLEBROOKE AT ROCK CREEK

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**EXHIBITS**

LEGAL DESCRIPTION ..... "A"

ALLOCATED INTERESTS ..... "B"

LEASE ADDENDUM ..... "C"



**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
FOR  
SADDLEBROOKE AT ROCK CREEK**

This Declaration of Condominium for Saddlebrooke at Rock Creek ("Declaration") is made effective upon recording.

**RECITALS**

A. PAW II Development, Inc., a Colorado corporation, recorded a Condominium Declaration for Saddlebrooke at Rock Creek Condominiums on October 25, 1999, at Reception No. 1993271, *et seq.*, Boulder County Clerk and Recorder (hereinafter referred to as the "Original Declaration");

B. The Original Declaration has been amended by an amendment recorded in the office of the Boulder County Clerk and Recorder, on August 8, 2000 at Reception No. 2068280.

C. Article 19, Section 19.3 of the Original Declaration, as amended, provides that the Original Declaration may be amended by Owners holding more than 50% of the weighted vote in the Association, except where 67% Owner weighted vote is specifically indicated in Section 19.3 and 51% of the first mortgagees of Units and Parking Units that have requested notice as provide in Section 18.5 of the Original Declaration if the amendment adds or deletes any material provisions as provided for in Section 19.3 of the Declaration;

D. This Declaration does not alter the undivided interest of the Units and does not terminate the Condominium.

E. The purposes of amendments in this Amended and Restated Declaration include, but are not limited to the following: to update the Original Declaration to comply with current state law; to clarify the allocation of maintenance responsibilities and insurance between the Association and the Owners; to delete declarant rights and responsibilities that are no longer applicable; to remove unreasonable restrictions on the community, to update provisions so as to allow the Board of Directors to efficiently operate the Community and deal with Community concerns; to add provisions that provide tools for the Association to effectively solve problems and enforce the Declaration, Bylaws and Rules and Regulations.

F. One of the goals of the Association is to preserve the value and desirability of the Condominium and the Units and to further the interests of the residents of the Condominium and Members of the Association;

G. Owners holding at least 50% of the weighted vote of the Association desire to amend the Original Declaration and have approved this Amended and Restated Declaration (hereinafter referred to as the "Declaration") in writing and such Owners have determined this Declaration to be reasonable and not burdensome, or alternatively, a court order entered by the District Court for Boulder County, Colorado pursuant to C.R.S. §38-33.3-217(7), has been entered approving the Declaration. No changes to the original Declaration have been proposed that would require 67% of the weighted Association vote and no first mortgagees have requested notice as provided in Section 18.5 of the Declaration.;

NOW, THEREFORE, the Original Declaration is replaced by the covenants, servitudes, easements and restrictions set forth below:



**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
FOR  
SADDLEBROOKE AT ROCK CREEK**

**ARTICLE 1  
NAME**

The name of the condominium is Saddlebrooke at Rock Creek Condominium (hereinafter sometimes called "Saddlebrooke at Rock Creek" or the "Condominium," as further defined herein).

**ARTICLE 2  
DEFINITIONS**

Section 2.1 Generally, terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Act or the Colorado Revised Nonprofit Corporation Code. Unless the context otherwise requires, certain terms used in this Declaration, the Bylaws and the Articles of Incorporation shall be defined as follows:

(a) Act means the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, *et seq.*, as such Act may be amended from time to time.

(b) Articles or Articles of Incorporation means the Articles of Incorporation of Saddlebrooke at Rock Creek Homeowners Association, Inc., filed with the Secretary of State of the State of Colorado.

(c) Association means Saddlebrooke at Rock Creek Homeowners Association, Inc., a Colorado nonprofit corporation, its successors or assigns.

(d) Board or Board of Directors means the body responsible for management and operation of the Association.

(e) Bylaws mean the Bylaws of Saddlebrooke at Rock Creek Homeowners Association, Inc.

(f) Common Elements mean those portions of the property subject to this Declaration, which are not included within the boundaries of a Unit, as more particularly described in this Declaration.

(g) Common Expenses mean the expenses incurred or anticipated to be incurred by the Association for the general benefit of the Condominium including, but not limited to, those expenses incurred for maintaining, repairing, replacing, and operating the Common Elements.

(h) Community-Wide Standard means the standard of conduct, maintenance, or other activity generally prevailing within the Condominium. Such standard may be more specifically determined by the Board of Directors.

(i) Condominium means all that property as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference that is submitted to the provisions of the Act by this Declaration.

(j) Governing Documents mean this Declaration and all exhibits hereto, the Association's Bylaws, and the Condominium Map, all as may be supplemented or amended from time to time.

(k) Electronic Record means information created, transmitted, received or stored by electronic means and retrievable in human perceivable form, such as email, web pages, electronic documents, and facsimile transmissions.

(l) Eligible Mortgage Holder means a holder of a first Mortgage secured by a Unit in the Condominium who has requested in writing notice of certain items as set forth in this Declaration.



(m) Limited Common Elements mean a portion of the Common Elements reserved for the exclusive use of those entitled to occupy one or more, but less than all, Units, as more particularly set forth in this Declaration.

(n) Majority means those eligible votes, Owners, or other group as the context may indicate totaling more than 50% of the total eligible number.

(o) Map means the Condominium Map of Saddlebrooke at Rock Creek Condominiums as recorded in the office of the Clerk and Recorder of the Boulder County, Colorado.

(p) Mortgage means any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation including, but not limited to, a transfer or conveyance of fee title for such purpose.

(q) Mortgage or Mortgage Holder means the holder of any Mortgage.

(r) Occupant means any Person staying overnight in a Unit for a total of more than 30 days, either consecutive or nonconsecutive, in any calendar year, regardless of whether such Person is a tenant or the Owner of such Unit.

(s) Owner shall mean the record titleholder of a Unit within the Condominium, but shall not include a Mortgage Holder. For purposes hereof, the holder of a tax deed on a Unit shall be deemed the Owner thereof, notwithstanding the fact that there may exist a right of redemption on such Unit.

(t) Parking Unit means one of the Parking Units as shown on the Map and as described in this Declaration. Each Parking Unit shall be identified on the Map and on the physical Parking Unit by a space number.

(u) Person means any individual, corporation, limited liability company, firm, association, partnership, trust, or other legal entity.

(v) Unit means that portion of the Condominium intended for individual ownership and use as more particularly described in this Declaration and shall include the undivided ownership in the Common Elements assigned to the Unit by this Declaration.

ARTICLE 3  
LOCATION, UNIT BOUNDARIES, COMMON AND LIMITED COMMON ELEMENTS

Section 3.1 Location. The Condominium subject to this Declaration and the Act is located in Boulder County, Colorado, as more particularly provided in Exhibit "A" to this Declaration. The Map relating to the Condominium is in the records of the Clerk and Recorder of Boulder County, Colorado. The Map is incorporated herein by reference as fully as if the same was set forth in their entirety herein.

Section 3.2 Units and Parking Units. The Condominium is divided into 324 separate Units in 24 buildings, 200 Parking Units, Common Elements and Limited Common Elements and their appurtenant percentage of undivided interest in the Common Elements. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the Act and the Governing Documents and any rules and regulations of the Association.

Section 3.3 Unit Boundaries. Each Unit includes that part of the structure, which lies within the following boundaries:

(a) Vertical Boundaries. The vertical boundaries of each Unit shall be the vertical planes formed by the unfinished interior surfaces of the perimeter or vertical walls.



(b) Horizontal Boundaries. The lower horizontal boundaries of the Units are the exterior surface of the floor of the lowest level of each Unit. The upper Unit boundaries of the Units are the interior surface of the ceiling of the highest level of each Unit.

(c) Additional Information to Interpret Unit Boundaries. 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. Each Unit includes the spaces and improvements lying within the boundaries of the Unit.

The garages depicted on the Map are part of the Unit served thereby. Each garage includes the interior space, the interior surfaces of the wall, floor and ceiling of the space, and the doors, as well as all mechanical accouterments associated with the garage door.

In interpreting deeds and the Map, the existing physical boundaries of a Unit as originally constructed or of a Unit reconstructed in substantial accordance with the original Map thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in any deed or the Map, regardless of settling or lateral movement of the building in which the Unit was located, and regardless of minor variance between the boundaries shown on the Map or in a deed and those of the Unit.

The ownership of each Unit shall include, and there shall pass with each Unit, whether or not separately described in the conveyance thereof, that percentage of the right, title and interest in the Common Elements attributable to such Unit, together with membership in the Association and an undivided interest in the funds and assets held by the Association.

Section 3.4 Parking Units. The boundaries of each Parking Unit shall be shown on the Map and on the physical Parking Unit by heavy lines. The exact boundaries of a Parking Unit shall be the surface of the asphalt or other finish material to the point of the perimeter boundary as marked on the Map and the physical space, and shall include a horizontal line approximately nine feet above the surface finish material. Most Parking Units are approximately eight feet wide and 16 feet in length; some Parking Units may be larger or smaller. All Parking Units are intended for use by one vehicle only. In the event of any discrepancy as to size and location between the Map and the physical layout of the Parking Units, the Map shall control. Any Common Elements which may be within a Parking Unit shall not be considered part of the Parking Unit, although an easement for encroachment thereof shall exist as otherwise provided in this Declaration.

Ownership of each Parking Unit includes, and there shall pass with each Parking Unit, whether or not separately described in the conveyance thereof, that percentage of the right, title and interest in the Common Elements attributable to such Parking Unit. All Parking Units are subject to assessment by the Association and are subject to rules and regulations that may be promulgated by the Association.

Only Unit Owners and the Association shall be eligible to hold title to Parking Units. Only Owners, Occupants and the Association may lease Parking Units. Upon transfer of a Parking Unit, the transferor and the transferee of the Parking Unit shall have a duty to inform the Association in writing of the transfer promptly upon the effective date of the transfer, which notice shall include the name and address of the transferee and a copy of the instrument conveying title.

Section 3.5 Common Elements. The Common Elements consist of all portions of the Condominium not located within the boundaries of a Unit. Ownership of the Common Elements shall be owned by the Unit Owners as tenants-in-common. The percentage of undivided interest in and to the Common Elements attributable to each Unit is set forth in Exhibit "B" attached hereto and incorporated herein by this reference. The Common Elements shall remain undivided, and no Owner or any other person shall bring any action for partition or division of the whole or any part. Except as provided for Limited Common Elements or as otherwise provided herein, each Owner and the Association may use the Common Elements for the purposes for which they are intended, but no such use shall enter or encroach upon the lawful rights of the other Owners.





Section 3.6 Limited Common Elements. The Limited Common Elements located on the Condominium and the Unit(s) to which they are assigned are:

(a) Any shutters, awnings, window boxes, doorsteps, stoops, porches, patios, balconies, air conditioning units, utility meters and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries are Limited Common Elements allocated exclusively to that Unit.

(b) Any chute, flue, duct, wire, conduit, bearing wall, bearing column, pipe or other fixture which lies partially within and partially outside the designated boundaries of a Unit, or any portion thereof serving only a Unit is a Limited Common Element allocated solely to that Unit, and any portion serving more than one Unit or any portion of the Common Elements is a Limited Common Element allocated to all Owners served by such component.

A Common Element not previously assigned as a Limited Common Element may be so assigned and a Limited Common Element may be reassigned by the Board, without the need for a vote of the Association, upon written application to the Association by the Unit Owner or Owners for whose exclusive use such Common Element is requested or whose use of the Limited Common Element previously assigned is directly affected. Upon such application, the Association shall prepare and execute an amendment to the Declaration assigning the Common Element as a Limited Common Element or reassigning the Limited Common Element, which amendment shall be executed by the Owner or Owners making such application.

ARTICLE 4  
ASSOCIATION MEMBERSHIP, ALLOCATION OF VOTES, AND  
ALLOCATION OF LIABILITY FOR COMMON EXPENSES.

Section 4.1 Membership. All Unit Owners, by virtue of their ownership of a fee or undivided fee interest in any Unit or a Parking Unit in the Condominium, are members of the Saddlebrooke at Rock Creek Homeowners Association, Inc. Membership is not intended to include Persons who hold an interest merely as security for the performance of an obligation, but the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one membership per Unit or Parking Unit owned.

Section 4.2 Voting. The Owner or collective Owners of a Unit or a Parking Unit shall be entitled to a weighted vote as set forth on Exhibit "B" of this Declaration. When more than one Person holds an ownership interest in any Unit or Parking Unit, the vote for such Unit shall be exercised as those Owners determine among themselves, otherwise the Unit's vote or Parking Unit's vote shall be suspended if more than one Person seeks to exercise it.

Section 4.3 Allocation of Liability for Common Expenses.

(a) General Allocations. Except as provided below or elsewhere in the Governing Documents, the amount of all Common Expenses for Units and Parking Units shall be assessed in accordance with the percentage of undivided interest in the Common Elements appurtenant to the Unit as set forth in Exhibit "B" attached hereto and incorporated herein by this reference.

(b) Specific Special Assessments. Notwithstanding the above, the Board of Directors shall have the power to levy specific special assessments against Units pursuant to this Declaration and this Section as, in its discretion, it shall deem appropriate. Failure of the Board of Directors to do so shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future.

(i) Any Common Expenses benefiting less than all of the Units or significantly disproportionately benefiting all Units may be specifically specially assessed equitably among all of the Units that are benefited according to the benefit received. Except as otherwise provided for in this Declaration or in Subsection (b)(ii) below, expenses incurred for the maintenance, repair or replacement of the Common Elements shall not be specifically specially assessed.



(ii) Any Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Units or by the Occupant(s), licensees or invitees of any such Unit or Units may be specifically specially assessed against such Unit or Units.

For purposes of this Section, nonuse shall constitute a benefit to less than all Units or a significant disproportionate benefit among all Units only when such nonuse results in an identifiable, calculable reduction in cost to the Association.

Section 4.4 Allocation of Interests in the Common Elements. The percentage of ownership interest in the Common Elements shall be divided between the Units as described in Exhibit "B", attached hereto and incorporated herein by reference.

ARTICLE 5  
ASSESSMENTS.

Section 5.1 Purpose of Assessment. The Association shall have the power to levy assessments as provided herein. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Units/Parking Units in the Condominium as may be more specifically authorized from time to time by the Board.

Section 5.2 Creation of the Lien and Personal Obligation For Assessments. Each Owner of any Unit or Parking Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments; (iii) specific special assessments against any particular Unit which are established pursuant to the terms of this Declaration, including but not limited to reasonable fines imposed in accordance with the terms of this Declaration.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred (including post-judgment attorney fees, costs and expenses), and if the Board so elects, rents, in the maximum amount permitted by law, shall be a charge on the Unit and Parking Unit and shall be a continuing lien upon the Unit and Parking Unit against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Unit or Parking Unit at the time when the assessment fell due. The Association shall have authority to record a notice of such lien in the Boulder County, Colorado real property records evidencing the lien created under this Declaration. 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. The lien provided for herein shall have the priority as set forth in the Act.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. Unless otherwise provided by Board resolution, the annual assessments for the Units shall be paid in equal monthly installments due on the first day of each calendar month and the annual assessments for the Parking Units due on the first day of each calendar year. No Owner may exempt him or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever, including, but not limited to, nonuse of the Common Elements, the Association's failure to provide services or perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties.

Section 5.3 Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

(a) If the annual assessment, any part or installment thereof or any other fine, special assessment or charge is not paid in full within five days of the due date, or such later date as may be provided by the Board:

(i) a late charge in an amount determined by the Board and set forth in the Association's collection policy may be imposed without further notice or warning to the delinquent Owner;



(ii) interest at the rate determined by the Board and set forth in the Association's collection policy, not to exceed the maximum amount permitted by Colorado law may be imposed without further notice or warning to the delinquent Owner; and

(iii) upon 30 days written notice to the Owner, the Board may accelerate and declare immediately due all of that Owner's unpaid installments. Upon acceleration, that Owner shall thereby lose the privilege of paying any and all assessments and charges in installments for that fiscal year, unless such privilege is otherwise reinstated in the Board's sole discretion.

(b) If assessments, fines or other charges, or any part thereof, remain unpaid more than 30 days after the assessment payments first become delinquent, the Owner's right to vote and right to use the recreational facilities shall be automatically suspended until all amounts owed are paid in full, and the Association, acting through the Board of Directors, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, and Colorado law, including reasonable attorney's fees actually incurred. Enforcement under this Section is not dependent upon or related to other restrictions and/or other actions.

(c) If part payment of assessments or other charges is made, the amount received may be applied first to post-judgment attorney's fees, costs and expenses, then to costs and attorney's fees not reduced to a judgment, then to interest, then to late charges, then to fines and other charges permitted under this Declaration, then to delinquent assessments and then to current assessments.

**Section 5.4 Computation of Budget and Assessment.** Prior to the beginning of each fiscal year, the Board shall prepare a budget covering the estimated costs of operating the Condominium during the coming year, including the annual assessments for Parking Units, an annual reserve contribution for replacement of improvements that are the Association's responsibility, and the Board shall establish for the Units and Parking Units the annual assessment or installments for the coming year. The Board shall cause a summary of the budget to be delivered to each member within 90 days after the Board adopts the budget and shall set a date for a meeting of the Unit Owners to consider the budget, which meeting shall occur within a reasonable time after delivery of the budget summary. The budget and the assessment shall become effective unless disapproved at a duly called Association meeting by a majority of the total Association vote. Only Owners of Parking Units may disapprove the annual assessment for Parking Units. If a quorum is not obtained at the annual or other meeting called to ratify the budget, the budget shall become effective even though a vote to disapprove the budget could not be called at this meeting.

Notwithstanding the foregoing, in the event that the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. In such case, the Board may propose a new budget at any time during the year. The approval procedure set forth in this Section for budgets shall also apply to a new budget proposed by the Board.

The budget shall not operate as a limitation on expenditures by the Board, but, rather, the budget is merely an estimate of Common Expenses on which the Board may base the annual assessments.

**Section 5.5 Special Assessments.** In addition to the annual assessment provided for above, the Board may, at any time, and in addition to any other rights it may have, propose a special assessment against all Owners in accordance with the meeting and notice procedures set forth in Section 5.4 above. In order to be effective, any special assessment (except as provided in Article 4, Section 4.3(b) regarding the power to impose specific special assessments and Article 10, Section 10.1(b) regarding repair or reconstruction of casualty damage to or destruction of all or part of the Condominium) shall become effective unless disapproved at a duly called Association meeting by a vote of a majority of the total Association membership; provided, however, if a quorum is not obtained at such meeting, the special assessment shall become effective even though a vote to disapprove the special assessment could not be called at such meeting.



Section 5.6 Real Estate Transfer Assessments. Each Owner, upon the transfer of a Unit to such Owner, shall pay to the Association at the time of the closing of such transfer, an amount equal to two-twelfths (2/12) of the annual assessments made for Common Expenses to which such Unit is subject at the time of the transfer. The statement of assessments, which shall be prepared in accordance with Section 5.7 below, shall include the amount of this real estate transfer assessment to be due and payable to the Association from the Owner taking record title to a Unit at the time of the transfer of such Unit to the Owner. This real estate transfer assessment is separate from and in addition to any and all other assessments which are levied against the Units by the Association and shall be deposited into the operating or reserve accounts of the Association as the Board determines best benefits the Association's needs at the time of the transfer. This real estate transfer assessment shall be a lien on the Unit as provided herein, and the personal obligation of the Owner, if not paid at the time of the transfer of the Unit.

Section 5.7 Statement of Account. The Association shall furnish to an Owner or the Owner's designee or to a holder of a security interest or its designee a statement setting forth the amount of unpaid Assessments then levied against the Condominium Unit in which the Owner, designee or holder of a security interest has an interest. The Association shall deliver the statement personally or by certified mail, first class postage prepaid, return receipt requested to the inquiring party within 14 calendar days after the registered agent of the Association receives the request by personal delivery or by certified mail, first class postage prepaid, return receipt requested. The information contained in such statement, when signed by the Treasurer of the Association, or Manager, if any, shall be binding upon the Association, the Board, and every Owner as to the person or persons to whom such statement is issued and who rely on it in good faith. The Board may establish a reasonable fee relating to such statement.

Section 5.8 Surplus Funds and Common Profits. Common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses shall, at the option of the Board of Directors, be: (1) distributed to the Owners; (2) credited to the next assessment chargeable to the Owners in proportion to the liability for Common Expenses attributable to each Unit; or (3) added to the Association's capital reserve account.

Section 5.9 Borrowing. The Association shall have the power to borrow money and assign future income, including the right to assign its right to receive Common Expense assessments, but only upon the affirmative vote of a majority of the Association vote present and exercised, in person or by proxy at a duly constituted meeting called for that purpose, or by ballot in lieu of a meeting as provided for in the Bylaws.

ARTICLE 6  
MAINTENANCE RESPONSIBILITY

Section 6.1 By the Owner. Each Owner shall have the obligation to maintain and keep in good repair all portions of his or her Unit and all improvements made by the Owner to the Limited Common Elements assigned to the Unit, except any portion of a Unit which is expressly made the maintenance obligation of the Association as set forth in Section 6.2 below. This maintenance responsibility shall include, but not be limited to the following:

- (a) the materials making up the finished surfaces of the walls, floors and ceilings, including, but not limited to plaster, dry-wall, paneling, wall paper, paint, wall and floor tile, carpet and flooring (but not including the sub-flooring in the lowermost floor of the Unit).
- (b) all glass surfaces (including exterior cleaning);
- (c) windows, window frames (except for periodic painting, staining and/or cleaning of the exterior window frames), casings and locks (including caulking of windows) and screens;
- (d) all doors, doorways, door frames, and hardware that are part of the entry system of the Unit (except for periodic painting, staining and/or cleaning of the exterior surface of garage doors, entry doors and door frames);



(e) all pipes, lines, ducts, conduits, or other apparatus which serve only the Unit from the point where such lines enter the Unit (including all electricity, water, or sewer pipes, lines, ducts, conduits, or other apparatus serving only the Unit);

(f) any fireplace (including the chimney, flue and firebox, but excluding chimney caps and siding on the exterior of the chimney) that serves only the Unit;

(g) all communications, television, telephone, cable and electrical lines, utility meters, receptacles and boxes serving only the Unit, whether located within or outside the boundaries of the Unit;

(h) garages, garage doors (except painting the exterior surface of garage doors) and garage door openers;

(i) any portion of the heating and air conditioning systems including the air conditioning compressor and fan coil serving the Unit, and including the hot water heaters whether located within or outside the boundaries of the Unit and the wall heaters in the closets where the water heater is located;

(j) cleaning dryer vents from the dryer to the exterior wall of the Unit; and

(k) any improvements to the Limited Common Elements.

In addition, each Unit Owner shall have the responsibility:

(a) To keep in a neat, clean and sanitary condition any Limited Common Elements serving his or her Unit, including keeping the balcony, porch, patio or deck appurtenant to the Unit free and clear of snow, ice, and any accumulation of water or other debris.

(b) To perform his or her responsibility in such manner so as not to unreasonably disturb other persons in other Units.

(c) To promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible.

(d) To pay for the cost of repairing, replacing or cleaning up any component of the Condominium (including another Owner's Unit as well as the Common Elements) which is the responsibility of the Unit 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 component of the Condominium which, although the responsibility of the Association or another Unit Owner, is necessitated by reason of the willful or negligent act of the Unit Owner, his or her family, tenants or guests, with the cost of any damage to the Common Elements to be added to and become part of the Unit Owner's next chargeable assessment.

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.

Section 6.2 By the Association. The Association shall maintain and keep in good repair as a Common Expense all Common Elements, including any Limited Common Elements except as provided in Section 6.1 above; provided that the Association may allocate the cost of maintenance to Limited Common Elements the Owners served by such Limited Common Elements. The Association's maintenance responsibility shall not include any improvements made by Owners to such Limited Common Elements.

All maintenance, repair and replacement of the Parking Units shall be undertaken by the Association. Parking Units shall be subject to such maintenance, repair and replacement as deemed necessary in the sole discretion of the Association. The cost of maintenance, repair and replacement of Parking Units shall be a Common Expense of only the Owners of the Parking Units. Any additional



expenses caused by the Owner or Occupant of the Parking Unit (including, but not limited to cleaning oil stains) shall be a specific special assessment levied against the Owner of the Parking Unit and shall be collected as an assessment in accordance with the terms of Article 5 of this Declaration.

The foregoing maintenance shall be performed consistent with the Community-Wide Standard.

If, during the course of performing its maintenance responsibilities hereunder, the Association discovers that maintenance, repair or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair or replacement must be performed for the Association to properly complete its maintenance project, then the Association may perform such work on behalf of the Owner and at the Owner's sole expense, without prior notice to the Owner, such being deemed an emergency situation hereunder.

If the Board determines that the need for maintenance or repair of the Common Elements 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, and such cost shall become the personal obligation of the Owner, a lien against the Unit, and shall be collected as provided herein for the collection of assessments.

The Association shall repair incidental damage to any Unit resulting from performance of work that 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 Directors.

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Unit, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder, except for injuries or damages arising after the Owner of a Unit has put the Association on notice of a specific leak or flow from any portion of the Common Elements and the Association has failed to exercise due care to correct the leak or flow within a reasonable time thereafter. 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 Article where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. 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 6.3 Measures Related to Insurance Coverage.

(a) The Board of Directors, upon resolution, shall have the authority to require all or any Unit Owner(s) to do any act or perform any work involving portions of the Condominium which are the maintenance responsibility of the Unit Owner, which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Condominium, reduce the insurance premium paid by the Association for any insurance coverage or otherwise assist the Board in procuring or maintaining such insurance coverage. This authority shall include such measures as the Board may reasonably require so long as the cost of such work does not exceed three times the monthly assessment per Unit in any 12 month period.

(b) In addition to, and not in limitation of, any other rights the Association may have, if any Unit Owner does not comply with any requirement made by the Board of Directors pursuant to subsection 6.3(a), the Association, upon 15 days written notice (during which period the Unit Owner may perform the required act or work without further liability), may perform such required act or work at the Unit Owner's sole cost. Such cost shall be added to and become a part of the assessment to which the Owner is



subject, the personal obligation of the Owner and a lien against the Unit, to be collected as provided herein for the collection of assessments. The Association shall have all rights necessary to implement the requirements mandated by the Board pursuant to subsection 6.3(a), including, but not limited to, a right of entry during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit, except that access may be had at any time without notice in an emergency situation.

Section 6.4 Mold and/or Mildew. Mold and/or mildew can grow in any portion of the Condominium that is exposed to a regular source of moisture. Therefore, the Association and the Unit Owners agree to: (a) promptly investigate to determine the source of the problem and the extent of the condition upon the discovery of any water leaks; (b) repair any such leaks in their respective areas of maintenance responsibility in a good and workmanlike condition; (c) ensure that any building material which has absorbed water or moisture as a result of a water leak and has not been completely dried as part of the repair of the water or moisture damage is removed and replaced; and (d) clean any area where mold and/or mildew appears with industry-accepted product designed to inhibit the growth of mold and/or mildew. If mold remediation to the Common Elements or to a Unit is necessitated because of the willful or negligent action or inaction of an Owner or the Association, the party who has acted willfully or negligently shall be responsible for the cost of mold remediation, whether or not the area where the mold is located would otherwise be that party's maintenance responsibility.

Section 6.5 Inspection, Maintenance, Repair and Replacement of High-Risk Components. The Board may, from time to time, after notice to all Owners and an opportunity for Members' comment, determine that certain portions of the Units required to be maintained by the Owners, or certain objects or appliances within the Unit, pose a particular risk of damage to other Units and/or the Common Elements if they are not properly inspected, maintained, repaired or replaced. By way of example, but not limitation, these portions, objects or appliances might include smoke detectors and water heaters. Those items determined by the Board to pose such a particular risk are referred to herein as "High-Risk Components."

At the same time that it designates a High-Risk Component, or at a later time, the Board may require one or more of the following with regard to the High-Risk Component: (a) that it be inspected at specified intervals by a representative of the Association or by an inspector(s) designated by the Board; (b) that it be replaced or repaired at specified intervals, or with reference to manufacturers' warranties, whether or not the individual component is deteriorated or defective; (c) that it be replaced or repaired with items or components meeting particular standards or specifications established by the Board; (d) that when it is repaired or replaced, the installation include additional components or installments specified by the Board; (e) that it be replaced or repaired by contractors having particular licenses, training or professional certification or by contractors approved by the Board; (f) that the Owner shall be responsible for ensuring that replacement or repair is in accordance with applicable ordinances, if any and (g) that if the replacement or repair is completed by an Owner, that it be inspected by a person designated by the Board.

The imposition of requirements by the Board in this provision shall not relieve an Owner of his or her obligations regarding High-Risk Components, including, but not limited to, the obligation to perform and pay for all maintenance, repairs and replacement thereof. If any Owner fails or refuses to maintain, repair or replace a High-Risk Component in accordance with the requirements established by the Board hereunder, the Association may, in addition to all other rights and powers granted to it pursuant to the Governing Documents enter the Unit for the purpose of inspecting, repairing, maintaining, or replacing the High-Risk Component, as the case may be, and charge all costs of doing so back to the Owner as a specific special assessment.

Section 6.6 Failure to Maintain. If the Board of Directors 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, 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 sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board of Directors.



Unless the Board of Directors determines that an emergency exists, the Owner shall have ten 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 ten days. If the Board determines that: (a) an emergency exists or (b) that an Owner has not complied with the demand given by the Association as herein provided; 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 the personal obligation of the Owner and a lien against the Unit, and shall be collected as provided herein for the collection of assessments.

Section 6.7 Maintenance Standards and Interpretation. The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary from one term of the Board to another term of the Board. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Article. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board.

ARTICLE 7  
ARCHITECTURAL CONTROLS.

Section 7.1 Authority of Board. The Board shall have the authority to select and employ professional consultants to assist it in discharging its duties and may require the manager to perform certain obligations outside the scope of the management agreement, the cost of such consultants or additional management fees to be paid by the Owner of any Unit for which plans and specifications have been submitted for approval. The Owner of any such Unit shall be responsible for paying the full cost of each review, whether or not submitted plans and specifications are approved by the Board, and the Board may require payment of all such costs prior to approval of plans and specifications. The Board also may charge reasonable fees to cover the cost of review or inspections performed hereunder, and any such fees shall be published in the rules and regulations or design standards.

Section 7.2 Architectural Standards. Except as otherwise provided herein, no Owner, Occupant, or any other person may, without first obtaining written approval of the Board shall:

- (a) make any encroachment onto the Parking Units, the Common Elements or Limited Common Elements;
- (b) make any exterior change, alteration, or construction (including painting and landscaping and making penetrations on the exterior surfaces of the Common Elements); and
- (c) except as provided for herein or by Colorado law, erect, place or post any object, sign, clothesline, speaker, light, storm door or window, fountain, flag, personalized or customized exterior door mat, or thing on the exterior of the building, in any Unit windows (other than appropriate window treatments as provided herein), or any Parking Unit, or on any Limited Common Elements.

However, a standard residential size American flag may be placed on a flag staff attached to the door frame of a Unit or on the patio or porch appurtenant to a Unit and a religious symbol not larger than three inches in width and nine inches in height may be posted on the doorframe of the Unit. In addition, reasonable seasonal decorative lights may be displayed within a Unit that are visible outside the unit between Thanksgiving and January 15.

Section 7.3 Alteration of Units. Subject to the other provisions of the Act and this Declaration, alterations to the interiors of Units, relocation of the boundaries between adjoining Units, and subdivision of Units are subject to the following restrictions:

- (a) Alterations to the Interiors of the Units. Except as provided herein, no Owner or Occupant may make any alteration within a Unit which involves connecting to Common Element or Limited Common Element pipes, lines, conduits and/or other apparatus for access to common utilities without prior written Board approval. No Owner or Occupant shall install hard surface flooring except in compliance with Article 8, Section 8.13 below. Except as provided herein, no Owner or Occupant shall make any interior





modifications to or place an excessive load on any structural or load bearing portions of a Unit without first obtaining the prior written Board approval. Such approval shall not be granted unless the Owner has presented to the Board a report or drawing prepared by a licensed structural engineer showing that compensating measures will be taken to ensure the structural integrity of the Unit and the Condominium. All building code requirements must be complied with and necessary permits and approvals secured for any modifications. Notwithstanding the above, all Owners desiring to make any interior modifications or alterations to a Unit affecting the Common Elements or structure or load bearing portions of a Unit must make application to the Board as described below in order for the Board to make the determination of whether its approval is required.

If any Owner acquires an adjoining Unit, such Owner shall have the right (subject to the prior written approval of the Mortgagees of the Units involved) to remove all or any part of any intervening partition or to create doorways or other apertures therein, notwithstanding the fact that such partition may, in whole or part, be part of the Common Elements, so long as no portion of any structural or load bearing portions of the Unit(s) are materially weakened or removed and the Board has approved the plans described above and no portion of any Common Elements is damaged, destroyed or endangered, other than that partition and any chutes, flues, ducts, conduits, wires or other apparatus contained therein which shall be relocated by such Owner if such facilities serve any other part of the Condominium. The alterations permitted in this Section shall not be deemed an alteration or relocation of boundaries between adjoining Units.

- (b) Relocation of Boundaries. There shall be no reallocation of boundaries between Units.
- (c) Subdivision of Units. No Unit shall be subdivided into a smaller Unit or Units.

Section 7.4 Required Action by the Board. Applications for approval of any such architectural modification shall be in writing and shall provide such information as the Board may reasonably require. The Board shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations; provided no decision of the Board shall be arbitrary or capricious. The Association, acting through the Board, shall be entitled to stop any construction that does not conform to the approved plans.

The standard for approval of such improvements shall include, but not be limited to: (1) aesthetic consideration, (2) materials to be used, (3) compliance with the Community-Wide Standard, this Declaration, or the design standards which may be adopted by the Board, if any, (4) harmony with the external design of the existing building, Units and structures, and the location in relation to surrounding structures and topography, and (5) any other matter deemed to be relevant or appropriate by the Board.

If the Board fails to approve or to disapprove such application within 60 days after the application and all information as the Board may reasonably require have been submitted, then the Owner submitting the application may issue written notice, via certified mail, to the Association President, informing the President of the Owner's intent to proceed with the modification as identified in the application. Unless the Association issues a written disapproval of the application within ten days of receipt of the Owner's notice, the approval will not be required and this Section will be deemed complied with as to the items specifically identified in the application; provided, however, even if the requirements of this Section are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Declaration, the rules and regulations, or design standards of the Association or of any applicable zoning or other laws.

Section 7.5 Encroachments onto Common Elements. The Board may permit Unit Owners to make encroachments onto the Common Elements as it deems acceptable. Such permission or approval, if granted, shall be provided in writing to the Owner. If any Owner or Occupant makes any other exterior change, alteration, or construction (including landscaping) upon the Common Elements or Limited Common Elements without permission or approval as described in this Article, he or she does so at his or her sole risk and expense. The Board may require that such unapproved change, alteration or construction be removed and restored or that it remain on the Common Elements or Limited Common Elements without reimbursement to the Owner or Occupant for any expense he or she may have incurred in making the change, alteration or construction.



Section 7.6 Condition of Approval. As a condition of approval for a requested architectural change, modification, addition, or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance of such change, modification, addition, or alteration, unless otherwise agreed to in writing by the Board. It is the responsibility of every Unit Owner to determine for himself or herself what architectural modifications have been made to his or her Unit by any predecessor-in-interest. In the discretion of the Board, an Owner may be made to verify such condition of approval by written instrument in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interest.

Section 7.7 Limitation of Liability. Review and approval of any application pursuant to this Article may be made on any basis, including solely the basis of aesthetic considerations, and the Board of Directors shall not bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations, and other governmental requirements. Neither the Association, the Board of Directors, nor member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner, design, or quality of approved construction on or modifications to any Unit, nor may any action be brought against the Association, the Board of Directors, or any member thereof, for any such injury, damage or loss.

Section 7.8 No Waiver of Future Approvals. Each Owner acknowledges that the members of the Board of Directors will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. Each Owner further acknowledges that the Board of Directors may adopt different architectural standards for different parts of the Condominium, based on street visibility and location of the proposed modification in the building. The approval of the Board of Directors of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors, shall not constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Section 7.9 Commencement of Construction. All changes, modifications and improvements approved by the Board hereunder must be commenced within 90 days from the date of approval. If not commenced within such time, then such approval shall be deemed revoked, unless the Board gives a written extension for commencing the work. All work approved by the Board hereunder shall be completed in its entirety within 90 days from the date of commencement, unless otherwise agreed in writing by the Board. All approved changes, modifications, and improvements must be completed in their entirety. An Owner may not construct only a portion or part of an approved change, modification, or improvement.

ARTICLE 8  
USE RESTRICTIONS.

Each Owner of a Unit shall be responsible for ensuring that the Owner's family, guests, tenants and Occupants comply with all provisions of the Governing Documents and the rules and regulations of the Association. Furthermore, each Owner and Occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Owner's family, guests, tenants or Occupants, as a result of such person's violation of the Governing Documents, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or Occupants.

In addition to the following use restrictions, the Board of Directors may adopt rules and regulations in accordance with the terms hereof and as specified in the Bylaws.

Section 8.1 Use of Units.

(a) Residential /Business Use. Each Unit shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Unit or any part of the Condominium, except that the Owner or Occupant residing in a Unit may conduct ancillary business activities within the Unit so long as:



(i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the Unit;

(ii) the business activity does not involve visitation of the Unit by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a residential Unit without business activity;

(iii) the business activity is legal and conforms to all zoning requirements for the Condominium;

(iv) the business activity does not increase traffic in the Condominium in excess of what would normally be expected for residential Units in the Condominium without business activity (other than by a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services);

(v) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage;

(vi) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as determined in the Board's discretion; and

(vii) the business activity does not result in a materially greater use of Common Element facilities or Association services.

The terms "business" and "trade," as used herein, shall have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

(b) Occupancy.

(i) If an Owner of a Unit is a corporation, partnership, trust or other legal entity not being a natural person, the entity shall designate in writing to the Board the name(s) of the person(s) who will occupy the Unit. The designated person(s) to occupy the Unit may not be changed more frequently than once every six months without the express written consent of the Board as determined in the Board's sole discretion.

(ii) Each Unit shall be occupied only by a single family, its servants, lessees, and guests, and only as a residence, and for no other purpose. "Single family," for the purpose of this Declaration, shall be defined as an individual or two or more persons related by blood, marriage or adoption, or a group of unrelated persons living as a single housekeeping unit or pursuant to the Codes of Boulder County. No Unit shall be occupied by more persons than the Unit was designed to safely accommodate. For purposes of this subsection, each Unit is deemed to have been designed to safely accommodate two persons per bedroom, as such bedrooms were originally designed.

Section 8.2 Use of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept, parked, or stored on or removed from any part of the Common Elements without the prior written consent of the Board, except as specifically provided herein. 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.

With prior written Board approval, and subject to any restrictions imposed by the Board, Owner(s) and/or Occupant(s) may reserve the clubhouse for use for a period of time as set by the Board. Any such Owner(s) and/or Occupant(s) who reserve the clubhouse as provided herein shall assume, on behalf of



himself/herself/themselves and his/her/their Occupants, guests and family, all risks associated with the use of the clubhouse and all liability for any damages or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees.

**Section 8.3 Use of Limited Common Elements.** Except as otherwise provided herein, the use of the Limited Common Elements assigned to the Units is restricted exclusively to the Owners of the Unit to which such Limited Common Elements are assigned, and said Owner's Occupants, guests, family members and invitees. The Limited Common Elements are reserved for exclusive use, but shall not be construed or interpreted to be separate and apart from the Common Elements in general, and the restrictions applicable to the Common Elements shall also apply to the Limited Common Elements. Objects over 42 inches in height, laundry garments and objects other than potted plants and patio furniture, except as may be authorized by the Board, shall not be placed on a patio, porch, balcony or deck. Objects shall not be permitted to hang over or be attached to any wall or railing enclosing a patio, porch, balcony or deck or otherwise protrude outside the vertical plane formed by the exterior surface of the wall or railing. Penetration of the surface of the patio or porch is prohibited.

**Section 8.4 Prohibition of Damage, Nuisance and Noise.** Without the prior written consent of the Board of Directors, nothing shall be done or kept on the Condominium, or any part thereof, that would increase the rate of insurance on the Condominium or any Unit or part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expenses.

The Units in the Condominium are built in close proximity to one another, resulting in the sharing of common walls, floors and ceilings. As a result, noise and vibration may be detectable between Units or between Units and the Common Elements. Therefore, an Owner or Occupant shall not conduct activities within a Unit or use a Unit in a manner that interferes with or causes disruption to the use and quiet enjoyment of another Unit by its respective Owner and Occupant.

Furthermore, noxious, destructive, offensive or unsanitary activity shall not be carried on upon the Condominium. No Owner or Occupant may use or allow the use of the Unit or any portion of the Condominium at any time, in any way, which may endanger the health or property of other Occupants, unreasonably annoy, disturb or cause embarrassment or discomfort to other Owners or Occupants, or, in the Board's discretion, constitute a nuisance. The intention of this provision is to grant the Association and aggrieved Owners and Occupants a right of redress for actions, activities or conduct which unreasonably disturbs or impairs the peaceful and safe enjoyment of the Condominium. In this regard, specific unauthorized and unreasonable annoyances or disturbances shall include, but not be limited to, the following:

(a) any fighting, screaming, shouting, excessively loud talking, whistling, or playing of music or television, raucous behavior or insobriety either outside of a Unit at any time or within a Unit if such conduct can be heard in the normal course of activities in any other Unit(s);

(b) the use of any alarm, equipment, or device, mechanical or otherwise, which creates or produces excessively loud sounds or any vibrations either outside of a Unit at any time or within a Unit if such sounds can be heard or vibrations felt in the normal course of activities in any other Unit(s);

(c) any threatening or intimidating conduct towards any resident, guest or pet at the Condominium;

(d) any conduct which, in the Board's reasonable discretion, creates any danger or risk of injury to others or damage to property at the Condominium or which creates any threat to health or safety of any other resident or pet;

(e) any excessively loud play activities either outside of a Unit at any time or within a Unit if such conduct can be heard in the normal course of activities in any other Unit(s);



- (f) any conduct which creates any noxious or offensive odor either outside of a Unit at any time or within a Unit if such odors can be detected in the normal course of activities in any other Unit(s);
- (g) any incessant or excessive pet noises, including dog barking and pet odors if such noise can be heard or odors smelled in the normal course of activities in any other Unit(s);
- (h) throwing anything off balconies, including, but not limited to cigarette butts and bottles, or vomiting from balconies on the Common Elements;
- (i) any construction or similar activities in a Unit that can be heard in other Units between the hours as established by Board in the rules and regulations; or
- (j) Any similar action or activity outside of a Unit on the Condominium, or which occurs inside a Unit but which interferes with the peaceful use and enjoyment of other Units or the Common Elements by any other Owner, members of his or her family, guests, invitees, or Occupants of his or her Unit.

However, nothing herein shall be construed to affect the rights of an aggrieved Owner or Occupant to proceed individually against a violator hereof for relief from interference with his or her property or personal rights, and the Board may, in its discretion, require aggrieved individuals to seek redress personally for interference with their personal property rights before the Association intervenes and commences enforcement action hereunder. No claim for any loss, damage or otherwise shall exist by an aggrieved Owner or Occupant against the Association for failure to enforce the provisions hereof if the aggrieved Owner or Occupant has not personally pursued all available remedies against the violator for redress provided under Colorado law.

No Unit Owner or Occupant may use or allow the use of the Unit or the Common Elements in any manner which creates noise between the hours of 10:00 p.m. and 7:30 a.m. which can be heard by persons in another Unit that will, in the Board's sole discretion, unreasonably interfere with the rights, comfort or convenience of any other Owner, members of his or her family, guests, invitees, or Occupants of his or her Unit.

No Owner, Occupant or agent of such Owner or Occupant shall do any work which, in the Board's reasonable opinion, would jeopardize the soundness or safety of the Condominium or any structure thereon, would reduce the value thereof, or would impair any easement or other interest in the Condominium, without prior written consent of all Association members and their Mortgagees.

No damage to or waste of the Common Elements, or any part thereof, shall be permitted by any Owner or any Occupant, guest or invitee of any Owner. Each Owner and Occupant shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or waste caused by such Owner or Occupant, or the Owner's or Occupant's guest or invitee.

Section 8.5 Pets. Not more than two generally recognized household pets may be kept in a Unit (e.g., two dogs, two cats, or one dog and one cat). No pot-bellied pigs, venomous snakes, or other animals determined in the Board's sole discretion to be dangerous animals may be brought into or kept in a Unit or any other portion of the Condominium at any time. The Board of Directors may adopt rules and regulations defining generally recognized household pets and dangerous animals.

No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Elements, including Limited Common Elements. Dogs must be kept on a leash and be under the physical control of a responsible person at all times while on the Common Elements. Feces left by pets upon the Common Elements, Limited Common Elements, in Units or in Parking Units, including the pet owner's Unit, must be removed promptly by the owner of the pet or the person responsible for the pet. All required tags for pets must be maintained and current.



The Board may require that any pet which, in the Board's opinion, endangers the health of any Owner or Occupant or creates a nuisance or unreasonable disturbance, be permanently removed from the Condominium upon ten days written notice. If the Owner or Occupant fails to comply with such notice, the Board may remove the pet and/or obtain a court order requiring the Owner or Occupant to do so.

Any Owner or Occupant who keeps or maintains any pet upon the Condominium shall be deemed to have agreed to indemnify and hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium.

**Section 8.6 Parking.** Each Unit shall have one garage that is part of the Unit and some Owners may also have one or more Parking Units. No Owner or Occupant may keep or bring onto the Condominium more vehicles that they have space for in their garage, Parking Units, if any and the concrete driveway adjacent to their Unit. For purposes of this Section, a garage shall be deemed to have space for the number of vehicles for which it was designed, whether or not the garage is used for parking. Vehicles that are longer than the driveway may not be parked in the driveway. In the case of shared driveways, each Unit shall be entitled to an equal share of the driveway area and no Owner or Occupant of a Unit may block another Owner's or Occupant's vehicle from using the shared driveway. Owners and Occupants may not park in guest parking spaces. The Board of Directors may adopt rules and regulations regarding additional prohibited vehicles or practices.

Boats, trailers, jet-skis and trailers for same, camper house trailers, self-contained motorized recreational vehicles, panel trucks, buses, pick-up trucks larger than 3/4 ton load capacity, vans (excluding vans used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles), recreational vehicles (RV's and motor homes). Emergency vehicles, as defined in the Act, shall be permitted on the Condominium. Permitted trucks with ladders, equipment and/or tools must be maintained in a neat condition with ladders properly secured, and equipment and tools covered and/or enclosed. Notwithstanding the above, otherwise prohibited vehicles shall be allowed temporarily on the Common Elements during normal business hours for the purpose of serving any Unit or the Common Elements; provided, however, no such vehicle shall remain on the Common Elements or in a Parking Unit overnight or for any other purpose unless prior written consent of the Board is first obtained.

No unlicensed vehicles may be parked on the Common Elements or in a Parking Unit. No abandoned or inoperable passenger cars or other vehicles of any kind shall be stored or parked on the Common Elements or in a Parking Unit. An "abandoned or inoperable vehicle" shall be defined as any vehicle, which for a period of two days or longer, does not have a current license plate and validation sticker lawfully affixed thereto or that is apparently inoperable due to being wrecked, dismantled, or partially dismantled or having essential parts missing. Junk vehicles are also prohibited on the Common Elements and in Parking Units. A "junk vehicle" shall be defined as an inoperable vehicle, a vehicle with broken out windows, a vehicle with graffiti, or other similar conditions as determined by the Board.

If any vehicle is parked on any portion of the Condominium in violation of this Section or in violation of the Association's rules and regulations, the Board or agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after 24 hours the vehicle may be towed or booted. The notice shall include the name and telephone number of the person or entity that will do the towing or booting and the name and telephone number of a person to contact regarding the alleged violation. If 24 hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six months of such notice, the Board or agent of the Association may have the vehicle towed or booted in accordance with the notice, without further notice to the vehicle owner or user.

If a vehicle located on the Condominium property is blocking another vehicle or access to another Owner's Parking Unit or garage, is obstructing the flow of traffic, is parked on any grassy area, is parked in a Parking Unit of another Owner, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed or booted immediately in accordance with the governmental regulations. If a vehicle is towed or booted in accordance with this Section, neither the Association nor any director, officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing or



booting activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

Section 8.7 Heating of Units in Colder Months. To prevent breakage of water pipes during colder months of the year resulting in damage to the Condominium, increased Common Expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within the Units shall be maintained with the heat in an "on" position and at a minimum temperature setting of 55° Fahrenheit (except during power failures or periods when heating equipment is being repaired) whenever the temperature is forecasted to or does reach 32° Fahrenheit or below. Owners and Occupants of Units shall take all reasonable steps on a timely basis to keep heating equipment, including, but not limited to, the thermostat, in good working order and repair. At any time during the months specified above when the heating equipment is not working properly, the Owner or Occupant shall immediately inform the Association of this failure of the equipment and of the time needed to repair the equipment. The Board may fine any Owner up to \$500.00 in addition to any other remedies of the Association for violation of this Section.

Section 8.8 Signs. Except as may be provided for herein or as may be required by state law or legal proceedings, no signs, advertising posters, political placards or billboards of any kind shall be erected, placed, or permitted to remain on the Condominium without the prior written consent of the Board or its designee, except as follows (a) one professional security sign not to exceed six inches by six inches in size may be displayed from within a Unit window or sliding glass door; (b) one professionally lettered "For Rent" or "For Sale" sign not to exceed two feet by two feet in size may be displayed from within a Unit being offered for sale or for lease; and (c) political signs as permitted by Colorado law. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association.

Section 8.9 Rubbish, Trash, and Garbage. All rubbish, trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Elements or Limited Common Elements outside the Unit, temporarily or otherwise except in appropriate sealed garbage bags that may be placed at the curb on the day of trash pick-up, unless otherwise provided in the rules and regulations regarding rubbish, trash and garbage.

Section 8.10 Unightly or Unkempt Conditions. The pursuit of hobbies or other activities which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Common Elements, including the Limited Common Elements. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the Unit.

Section 8.11 Antennas and Satellite Dishes. Except as provided below, no satellite dish, antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained on any portion of the Condominium, including the Unit or Limited Common Elements; provided, however, that the Association shall have the right to erect, construct and maintain such devices. The following shall apply to all Unit Owners:

(a) No transmission antenna, of any kind, may be erected anywhere on the Condominium, including the Units, without written approval of the Board of Directors.

(b) No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) antenna larger than one meter in diameter shall be placed, allowed or maintained upon the Condominium, including the Units and the Limited Common Elements.

(c) DBS and MMDS satellite dishes or antennas one meter or less in diameter and television broadcast service antennas may only be installed within a Unit or on the Limited Common Elements appurtenant to the Unit in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association, both as may be amended from time to time. No penetrations of the Limited Common Elements may be made without prior written Board approval.



If a Unit is transferred which includes a satellite dish or antenna, the grantee shall assume all responsibility for the satellite dish or antenna and shall comply with this Declaration, the Bylaws and the rules and regulations regarding satellite dishes and antennas, including, but not limited to, those requirements relating to maintenance and removal of satellite dish or antenna.

Section 8.12 Grilling. The use of outdoor grills on any portion of the Condominium shall be governed by applicable state laws and local ordinances having jurisdiction over the Condominium.

Section 8.13. Replacing Carpet with Tile or Hardwood Floors. No Owner, Occupant, or any other person may replace carpeting with a tile, marble, vinyl, hardwood floor, or other hard surfaced flooring material, on the interior of a Unit which is located above another Unit without first obtaining written approval of the Board, as set forth in Article 7. Among other factors, the Board may consider whether the change will cause noise to any Unit below which will exceed the average noise level in Units below Units with carpeted floors and that the weight of such proposed flooring is appropriate and will not cause problems to the structure or subflooring.

The Owner applying for such approval shall provide the Board with information regarding these factors, as well as other information requested by the Board regarding the proposed flooring and its effect; provided, however, the noise level requirements shall be considered to be met if the Owner provides a sound transmission test that the proposed flooring will create a noise level less than a standard level set by reasonable regulation of the Board.

Section 8.14 Window Treatments. Unless otherwise approved in writing by the Board, all windows in Units shall have standard window treatments. Flags, sheets, reflective materials and other similar items may not be used as window treatments.

Section 8.15 Abandoned Personal Property. Personal property shall not be stored, kept, or allowed to remain for more than 24 hours upon any portion of the Common Elements, other than on a Limited Common Element, without prior written Board permission. If the Board determines that a violation exists, then, not less than two days after written notice is placed on the personal property and/or on the front door of the property owner's Unit, if known, the Board may remove and either discard or store the personal property in a location which the Board or the agent of the Association may determine and shall have no obligation to return, replace or reimburse the owner of the property. The notice shall include the name and telephone number of the person or entity which will remove the property and the name and telephone number of a person to contact regarding the alleged violation.

The Board, in its discretion, may determine that an emergency situation exists and may exercise its removal rights hereunder without prior notice to the property owner; provided, however, in such case, the Board shall give the property owner, if known, notice of the removal of the property and the location of the property within three days after the property is removed.

Neither the Association nor any director, officer or agent thereof shall be liable to any person for any claim of damage resulting from the removal activity in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder. 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.

Section 8.16 Rules and Regulations. The Board of Directors may adopt, amend and repeal rules and regulations concerning and governing the Condominium in furtherance of the provisions of this Declaration and the general plan of development. The Board of Directors may also establish and enforce penalties for infractions of the rules, including, but not limited to fines and suspension of rights to use the recreational facilities.

Section 8.17 Use of the words Saddlebrooke at Rock Creek, Saddlebrooke at Rock Creek Condominiums, and Saddlebrooke at Rock Creek Homeowners Association, Inc. No resident or Owner shall use the words Saddlebrooke at Rock Creek, Saddlebrooke at Rock Creek Condominiums, Saddlebrooke at Rock Creek Homeowners Association, Inc. 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 9  
LEASING OF UNITS

Section 9.1 General. The Saddlebrooke at Rock Creek Community is intended to be an owner-occupied community. However, any Lot Owner shall have the right to lease or allow occupancy of a Lot upon such terms and conditions as the Lot Owner may deem advisable, subject to restrictions of this Declaration, subject to restrictions of record set forth below. "Leasing" or "Renting" for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person other than the Owner. For the purposes of this Declaration, occupancy by a roommate of an Owner who occupies the Lot as such Owner's primary residence shall not constitute leasing under this Declaration.

Section 9.2 Leasing Provisions. Leasing which is authorized hereunder shall be governed by the following provisions:

(a) Notice. At least seven days before entering into a lease, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of that lease. The lease form must include the information set forth in Exhibit "C" which is attached hereto and incorporated herein by this reference. If a lease is disapproved, the Board shall notify the Owner of the action to be taken to bring the lease in compliance with the Declaration and any Association rules. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; rather, the Board's approval shall be limited to the form of the proposed lease.

(b) General. Units may be leased only in their entirety; no rooms or fractions of Units may be separately leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Unit and such other information as reasonably requested by the Board, including, but not limited to contact information for the Owner and occupants, occupant vehicle identification and pet identification. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations.

(c) Compliance - Use of Common Elements. Each Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(i) Compliance with Declaration and Rules and Regulations. The Owner and lessee shall comply with all provisions of the Declaration and Association rules and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such compliance. The Owner shall cause all occupants of his or her Unit to comply with the Declaration and Association rules, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants are fully liable and may be sanctioned for any such violation.

If a Unit is leased or occupied in violation of this Article or if the Owner, lessee, or a person living with the lessee, violates the Declaration or a rule or regulation, the Association's Board of Directors shall be authorized, in addition to all other available remedies, to levy fines against the lessee and/or the Owner, and to suspend all voting and/or Common Element use privileges of the Owner, Occupants and unauthorized tenant(s).

If a Unit is leased or occupied in violation of this Article, the Association may require the Owner to evict the tenant. If the Owner, lessee, or a person living with the lessee, violates the Declaration



or a rule or regulation, such violation is deemed to be a default under the terms of the lease and shall authorize the Owner or the Association, as more fully described herein, to terminate the lease without liability and to evict the lessee in accordance with Colorado law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney in fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. Alternatively, the Association may require the Owner to evict the violating tenant. If the Association proceeds to evict the lessee, any costs, including reasonable attorney's fees actually incurred and court costs associated with the eviction shall be an assessment and lien against the Unit.

(ii) Use of Common Elements. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements, including, but not limited to, the use of any and all recreational facilities.

**ARTICLE 10**  
**INSURANCE.**

Section 10.1 Association's Insurance. The Association shall obtain and maintain at all times, as a Common Expense, insurance as required herein. To the extent reasonably available at reasonable cost, the Association's insurance policy shall cover any of the following types of property contained within a Unit, regardless of ownership: (a) fixtures, improvements and alterations that are part of the building or structure; and (b) appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping. In the alternative, the Association's insurance policy may exclude improvements and betterments made by the Unit Owner and may exclude the finished surfaces of perimeter and partition walls, floors, and ceilings within the Units (i.e., paint, wallpaper, paneling, other wall covering, tile, carpet and any floor covering), provided, however, floor covering does not mean unfinished hardwood or unfinished parquet flooring. The Board may designate the type of coverage by Board resolution.

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

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

All insurance coverage for the Association shall be written in the name of the Association as trustee for itself, each of the Owners, and the Mortgagees of Owners, if any. It shall be the duty of the Board of Directors at least every two years to conduct an insurance review to determine if the policy in force is adequate to meet the needs of the Association. Such responsibility may be performed, and shall be deemed reasonably performed, by the Board requesting the Association's insurance agent to verify that insurance policies in existence meet the needs of the Association and satisfy the requirements of this Declaration.

(a) The Board of Directors shall utilize reasonable efforts to secure a blanket hazard insurance policy providing "all risk" coverage in an amount equal to full replacement cost, before application of deductibles, of all improvements located on the Condominium. If "all risk" coverage is not reasonably available at reasonable cost, the Board shall obtain, at a minimum, broad form covered causes of loss, in like amounts. The Board shall use reasonable efforts to obtain policies that will provide the following:

(i) each Unit Owner is an insured person under the policy with respect to liability arising out of such Unit Owner's interest in the Common Elements or membership in the Association;



- (ii) the insurer waives its rights of subrogation of any claims against directors, officers, the managing agent, the individual Owners and their respective household members;
  - (iii) no act or omission by any Unit Owner not under the control of the Association will void the policy or be a condition to recovery under the policy;
  - (iv) ordinance or law coverage, demolition cost coverage and increased cost of construction coverage;
  - (v) any "other insurance" clause contained in the master policy shall expressly exclude individual Unit Owners' policies from its operation;
  - (vi) the master policy may not be canceled, substantially modified, or subjected to non-renewal without at least 30 days prior notice in writing to the Board of Directors and all Mortgagees of Units;
  - (vii) the casualty insurance may not contain a "no co-insurance" provision;
  - (viii) all insurance policies of the Association shall be primary if there is other insurance in the name of the Owner;
  - (viii) an agreed value endorsement and an inflation guard endorsement; and
- (b) All policies of insurance shall be written with a company licensed to do business in the State of Colorado. The company shall provide insurance certificates to each Owner and each Mortgagee upon request.

(i) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(ii) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Unit Owners or their Mortgagees. Each Unit Owner shall notify the Board of Directors of all structural improvements made by the Unit Owner to his or her Unit. Any Unit Owner who obtains an individual insurance policy covering any portion of the Condominium, other than improvements and betterments made by such Owner at his or her expense and personal property belonging to such Owner, shall file a copy of such individual policy or policies with the Board of Directors within 30 days after the purchase of such insurance. Such Owner shall also promptly notify, in writing, the Board of Directors in the event such policy is cancelled.

(c) In addition to the insurance required above, the Board shall obtain as a Common Expense:

- (i) workers' compensation insurance if and to the extent necessary to meet the requirements of law;
- (ii) public liability insurance in amounts no less than \$1,000,000.00, and officers' and directors' liability insurance in such amounts as the Board may determine. The public liability insurance shall contain a cross liability endorsement;
- (iii) fidelity bonds, if reasonably available, covering officers, directors, employees, and other persons who handle or are responsible for handling Association funds in an amount consistent with the best business judgment of the Board of Directors; and
- (iv) such other insurance as the Board of Directors may determine to be necessary or desirable.



(d) Insurance carried by the Association as a Common Expense shall not be required to include: (i) any part of a Unit that is not depicted on the Map; or (ii) any part of a Unit that was not included as part of the collateral for the initial loan made for the initial purchase of the Unit, nor shall the Association include public liability insurance for individual Owners for liability arising within the Unit.

(e) Nothing contained herein gives any Owner or other party a priority over any rights of first Mortgagees as to distribution of insurance proceeds. Any insurance proceeds payable to the Owner of a Unit on which there is a Mortgagee endorsement shall be disbursed jointly to such Unit Owner and the Mortgagee. This is a covenant for the benefit of any such Mortgagee and may be enforced by any such Mortgagee.

(f) Insurance Deductibles. In the event of an insured loss, any required deductible shall be considered a maintenance expense to be paid by the person or persons who would be responsible for such loss 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 or party who committed a willful act or omission shall be responsible for the deductible. If the loss affects more than one Unit or a Unit and the Common Elements, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in proportion to the total cost of repair, subject to the above standard regarding negligence and willful conduct. Notwithstanding this, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Unit Owner shall be responsible for paying the deductible pertaining to his or her Unit, if any, subject to the above standard regarding negligence and willful conduct. If any Owner or Owners fail to pay the deductible when required under this Section, then the Association may pay the deductible and assess the cost to the Owner or Owners pursuant to Article 5 of this Declaration.

(g) Payment of Claims to Delinquent Owners. Notwithstanding anything to the contrary herein, 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 Article 5 hereof, then the Association may retain and apply such proceeds to the delinquency. Any surplus remaining after application of the proceeds to any delinquency shall be paid by the Association to the affected Unit Owner.

Section 10.2 Owners' Insurance. Every Unit Owner shall be obligated to obtain and maintain at all times insurance covering those portions of his or her Unit to the extent not insured by policies maintained by the Association. Each Unit Owner is also responsible for obtaining insurance covering his or her personal property and coverage for liability arising within the Unit, for liability arising within the Parking Unit, and for liability arising out of use of the Limited Common Elements, including the balcony and/or patio or porch area. The Association shall have no liability for the failure of any Unit Owner to maintain required insurance. Upon request by the Board, the Unit Owner shall furnish a copy of such insurance policy or policies to the Association.

ARTICLE 11  
REPAIR AND RECONSTRUCTION

Section 11.1 In the event of damage to or destruction of all or any part of the Condominium as a result of fire or other casualty, unless Unit Owners holding at least 67% of the total Association vote, including the Owner or Owners of any damaged Unit or Units and Eligible Mortgage Holders that represent at least 51% of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders, vote not to proceed with the reconstruction and repair of the structure, the Board of Directors or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure. In the event of substantial damage or destruction, each holder of a first Mortgage shall be entitled to written notice of the damage, and nothing in these documents shall be construed to afford a priority to any Unit Owner with respect to the distribution of proceeds to any such Unit.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to the Condominium, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures (including any damaged Unit) to substantially the condition that existed



before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

(b) Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair due to failure of the Association to maintain coverage as provided in Article 10 of this Declaration, the additional cost shall be a Common Expense. If, for any other reason, the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair, as determined by the Board, the additional costs shall be assessed against the Owners of the Unit(s) damaged in proportion to the damage to the Units or against all Owners, in the case of insufficient funds to cover damage to the Common Elements. This assessment shall not be considered a special assessment as discussed in Article 5, Section 5.5 of this Declaration. If there are surplus funds after repair and reconstruction is completed, such funds shall be common funds of the Association to be used as directed by the Board.

(c) Floor Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the Map and specifications under which the Condominium was originally constructed, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original Map and specifications are approved by the Board of Directors. To the extent insurance proceeds are available, the Association may reconstruct or repair Owner improvements damaged as a result of fire or other casualty.

(d) Encroachments. Encroachments upon or in favor of Units that may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Unit Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Condominium was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed building shall stand.

(e) Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against Unit Owners on account of such casualty shall constitute a construction fund, which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Article to be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Board of Directors.

ARTICLE 12  
EASEMENTS.

Section 12.1 Easements for Use and Enjoyment. Every Unit Owner and Occupant shall have a right and non-exclusive easement of ingress and egress, use and enjoyment in and to the Common Elements which shall be appurtenant to and shall pass with the title to his or her Unit, subject to the following provisions:

(a) the rights of the Unit Owners to the exclusive use of the Limited Common Elements assigned to their respective Units;

(b) the right of the Association to have access to the Units and Limited Common Elements assigned to a Unit to discharge its rights and obligations, under the Governing Documents, including without limitation, the maintenance responsibility of the Association.

(c) the right of the Association to suspend rights of an Owner to use the recreational facilities of an Owner for any period during which any assessment or charge against his or her Unit which is provided for herein remains unpaid and for a reasonable period of time for an infraction of the Declaration, Bylaws, or rules and regulations;



(d) the right of the Association to borrow money as set forth in the Article 5 of this Declaration; provided, however, the lien and encumbrance of any such security interest given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for any Unit or Unit Owner, or the holder of any Mortgage, irrespective of when executed, encumbering any Unit (Any provision in this Declaration or in any such security interest given by the Association to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of any Unit or Unit Owner, or the holder of any Mortgage, irrespective of when executed, encumbering any Unit.);

(e) the right of the Association to grant easements, leases and licenses across the Common Elements;

(f) the right of the Association to dedicate or transfer all or any portion of the Common Elements subject to approval of Owners holding 67% of the total Association vote; and

(g) the right of the Association to change the use of portions of the Common Elements or to close portions of the Common Elements.

Any Unit Owner may delegate his or her right of use and enjoyment in and to the Common Elements and facilities located thereon to the members of his or her family, his or her tenants and guests, and shall be deemed to have made a delegation of all such rights to the Occupants of his or her Unit, if leased.

Section 12.2 Easement for Entry. The Association has an easement to enter into Units for maintenance, emergency, security, or safety purposes, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in performing their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit. For the purposes of this Section, an emergency justifying immediate entry into a Unit shall include, but not be limited to, the following situations: a water or other utility leak, fire, strong foul odor, obvious insect infestation or sounds indicating that a person or animal might be injured or sick and require immediate medical attention. No one exercising the rights granted in this Section shall be liable for trespass, damages, or in any other manner by virtue of exercising such rights. The failure to exercise the rights herein or to exercise said rights in a timely manner shall not create liability to any of the above-referenced parties, it being agreed that no duty to enter a Unit shall exist.

Section 12.3 Support. Every portion of a Unit and all Common Elements contributing to the support of an abutting Unit shall be burdened with a non-exclusive easement of support for the benefit of such abutting Unit.

Section 12.4 Encroachments. To the extent that any Unit or Common Element encroaches on any other Unit or Common Element, a valid easement for the encroachment exists. The easement does not relieve a Unit Owner of liability in case of willful misconduct.

Section 12.5 Utilities. To the extent that any utility line, pipe, wire, or conduit serving any Unit, Units or the Common Elements lies wholly or partially within the boundaries of another Unit or the Common Elements, such other Unit, Units, or the Common Elements shall be burdened with a non-exclusive easement for the use, maintenance, repair and replacement of such utility line, pipe, wire or conduit, such non-exclusive easement to be in favor of the Unit, Units, or Common Elements served by the same and the Association. At the sole expense of the Association, without need for a membership vote, and without the consent of any affected Unit Owner, the Board of Directors, on behalf of the Owner can relocate any portion of the air conditioning, heating, plumbing, ventilating, exhaust or electrical system serving a particular Unit, provided that after such relocation, the system serving the Unit functions at least as well and at no greater cost to the Unit Owner as existed prior to the relocation.



Section 12.6 Recorded Easements. The Condominium is subject to all easements as shown on any Map or plat, those of record, those provided in the Act (including easements for encroachment set forth in Section 214 of the Act) and an easement for maintenance of any such encroachment), and otherwise as set forth in this Article. The Condominium is benefited by certain signage easements recorded in the office of the Boulder County Clerk and Recorder at Reception Nos. 01587011 (recorded on February 28, 1996) and 01587010 (recorded on February 29, 1996). The property is further benefited by that certain drainage and utility easement recorded in the Boulder County Clerk and Recorder at Reception No. 01587017 (recorded on February 28, 1996). The foregoing signage and drainage easements are further depicted on the Map.

Section 12.7 Public in General. The easements and rights created in this Article do not, are not intended to, and shall not be construed to create any easements or rights in or for the benefit of the general public; provided, however, nothing set forth herein shall in any way limit or restrict any existing easements or rights already granted to the public as such easements or rights are previously recorded in the Boulder County, Colorado records.

### ARTICLE 13 MORTGAGEE'S RIGHTS

Section 13.1 Abandonment or Termination. Unless Eligible Mortgage Holders that represent at least 67% of the votes of the mortgaged Units and Unit Owners holding at least 67% of the total Association vote give their consent, the Association or the membership shall not by act or omission seek to abandon or terminate the Condominium (except in the case of substantial destruction, which shall be governed by Article 11, Section 11.1 of this Declaration).

Section 13.2 Liability for Assessments. Where the Mortgagee holding a first Mortgage of record, or other purchaser of a Unit obtains title pursuant to judicial or non-judicial foreclosure of the Mortgage, it shall not be liable, nor shall the Unit be subject to a lien, for the share of the Common Expenses or assessments by the Association chargeable to such Unit which became due prior to such acquisition of title except as provided in the Act. Any unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns. Additionally, such acquirer shall be responsible for all charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

Section 13.3 Notice to Eligible Holders. Upon written request to the Association, identifying the name and address of the holder and the Unit number or address, any Eligible Mortgage Holder will be entitled to timely written notice of:

- (a) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first Mortgage held by such Eligible Mortgage Holder;
- (b) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of 60 days, and any default in the performance by an individual Unit Owner of any other obligation under the Governing Documents which is not cured within 60 days;
- (c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or
- (d) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders, as specified herein.

Section 13.4 No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Elements.



Section 13.5 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of any mortgagee encumbering such Owner's Unit.

Section 13.6 Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within 30 days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

Section 13.7 Construction of this Article. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Governing Documents or Colorado law for any of the actions set forth in this Article.

ARTICLE 14  
AUTHORITY AND ENFORCEMENT.

Section 14.1 General. The Property shall be used only for those uses and purposes set out in this Declaration. Every Owner and Occupant shall comply with this Declaration, the Bylaws and rules and regulations of the Association, and any lack of compliance therewith shall entitle the Association and, in an appropriate case, one or more aggrieved Unit Owners, to take action to enforce the terms of the Declaration, Bylaws or rules and regulations. In addition to any rights the Association may have against an Owner's family, guests, tenants or Occupants, as a result of such person's violation of the Governing Documents, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or Occupants.

The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Unit. If any Occupant of a Unit violates the Declaration, Bylaws or rules and regulations, a fine may be imposed against the Owner and/or Occupant after notice to the alleged violator and an opportunity to be heard in accordance with the Association's covenant and rule enforcement procedure.

In any enforcement action taken by the Association under this Article, to the maximum extent permissible under the Act, all costs incurred by the Association in abating a violation or otherwise taking action to enforce the Declaration, Bylaws or Association rules, including reasonable attorney's fees actually incurred, may be assessed against the violating Owner and/or Occupant pursuant to Article 4, Section 4.3(b) (ii) above.

Section 14.2 Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Board may elect to enforce any provision of the Declaration, the Bylaws, or the rules and regulations by self-help and/or by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity for compliance with the hearing procedure. The Board may also suspend an Owner's right to vote and use the recreational facilities for violation of any duty imposed under the Declaration, Bylaws or Association rules.

The Association or its duly authorized agent shall have the power to enter upon any portion of the Common Elements, including the Limited Common Elements, and the Parking Units to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the Bylaws or the rules and regulations. Such removal, abatement and restoration shall be accomplished at the violator's sole cost and expense. If the Association exercises its right subject to this Section, all costs, shall be assessed against the violating Owner or Occupant and shall constitute a lien against the Unit. Additionally, subject to the Act, the Association shall also be entitled to reasonable attorney's fees actually incurred and collected as an assessment pursuant to this Declaration. The Association shall also have the authority to record in the Boulder County real property records a notice of violation identifying any uncured violation of the Declaration, Bylaws or rules and regulations regarding the Unit and or the Unit Owner.

Section 14.3 Failure to Enforce. The failure of the Board to enforce any provision of the Declaration, Bylaws or rules and regulations shall not be deemed a waiver of the right of the Board to do so thereafter. No right of action shall exist against the Association for failure of enforcement where: (i) the





Board determines that the Association's position is not strong enough to justify taking enforcement action; (ii) a particular violation is not of such a material nature as to be objectionable to a reasonable person or justify the expense and resources to pursue; or (iii) the Owner or party asserting a failure of enforcement possesses an independent right to bring an enforcement action at law or in equity and has failed to do so.

ARTICLE 15  
AMENDMENTS.

Except where a higher vote is required for action under any other provision of this Declaration or by the Act, in which case such higher vote shall be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the Unit Owners holding at least 67% of the total Association vote.

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. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Boulder County, Colorado real property records.

In addition to the above, material amendments to this Declaration must be approved by Eligible Mortgage Holders who represent at least 51% of the votes of Units that are subject to Mortgages held by Eligible Mortgage Holders. Notwithstanding the above, the approval of any proposed amendment by an Eligible Mortgage Holder shall be deemed implied and consented to if the Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment provided in Section 13.6 of this Declaration. Material amendments are those that establish, provide for, govern or regulate any of the following:

- (a) voting rights;
- (b) increases in assessments that raise the previously assessed amount by more than 25% percent, assessment liens or subordination of such liens;
- (c) reductions in reserves for maintenance, repair and replacement of the Common Elements;
- (d) responsibility for maintenance and repair of the Condominium;
- (e) reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use;
- (f) reallocation of rights to use the Common Elements or Limited Common Elements;
- (g) redefinition of any Unit boundaries;
- (h) convertibility of Units into Common Elements or of Common Elements into Units;
- (i) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- (j) hazard insurance or fidelity bond requirements;
- (k) imposition of any restrictions on the leasing of Units;
- (l) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- (m) restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than that specified in the Governing Documents); and
- (n) amendment of any provisions that expressly benefit Eligible Mortgage Holders or insurers or guarantors of first mortgages on Units in the Condominium.



Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the Owners, may amend this Declaration to correct any scrivener's errors, comply with any applicable state, city or federal law, and/or to bring the Condominium into compliance with applicable rules and regulations of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA") pursuant to federal law.

Any action to challenge the validity of an amendment adopted under this Article must be brought within one year of the effective date of such amendment. No action to challenge such amendment may be brought after such time.

ARTICLE 16  
GENERAL PROVISIONS.

Section 16.1 SECURITY. THE ASSOCIATION MAY, BUT SHALL NOT BE REQUIRED TO, FROM TIME TO TIME, PROVIDE MEASURES OR TAKE ACTIONS WHICH DIRECTLY OR INDIRECTLY IMPROVE SECURITY ON THE CONDOMINIUM; 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 THE ASSOCIATION SHALL NOT HAVE A DUTY TO PROVIDE SECURITY ON THE CONDOMINIUM. FURTHERMORE, THE ASSOCIATION DOES NOT GUARANTY THAT NON-UNIT OWNERS AND NON-OCCUPANTS WILL NOT GAIN ACCESS TO THE CONDOMINIUM AND COMMIT CRIMINAL ACTS ON THE CONDOMINIUM NOR DOES THE ASSOCIATION GUARANTEE THAT CRIMINAL ACTS ON THE CONDOMINIUM WILL NOT BE COMMITTED BY OTHER UNIT OWNERS OR OCCUPANTS. 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 UNIT OWNER. THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF MEASURES UNDERTAKEN.

Section 16.2 Dispute Resolution. Prior to filing a lawsuit against the Association, the Board, or any officer, director, or property manager of the Association, a Unit Owner or Occupant must request and attend a hearing with the Board of Directors. Any such request shall be in writing and shall be personally delivered to any member of the Board of Directors or the property manager, if any, of the Association. The Owner or Occupant shall, in such request and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Owner's or Occupant's grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the person requesting the hearing. The Board shall schedule this hearing for a date not less than ten or more than 21 days from the date of receipt of the request.

Section 16.3 Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

Section 16.4 Electronic Records, Notices and Signatures. Notwithstanding any other portion of this Declaration, records, signatures and notices shall not be denied validity or effectiveness hereunder solely on the grounds that they are transmitted, stored, made or presented electronically. The relevant provisions of the Bylaws shall govern the giving of all notices required by this Declaration.

Section 16.5 Duration. The covenants and restrictions of this Declaration shall run with and bind the Property perpetually unless otherwise terminated as provided herein.

Section 16.6 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect the application of such provision to other circumstances or affect any other provision(s), which shall remain in full force and effect.



IN WITNESS WHEREOF, the undersigned officers of Saddlebrooke at Rock Creek Homeowners Association, Inc., hereby certify that this Amended and Restated Declaration was duly adopted by the Members of the Association of that the District Court of Boulder County has entered an order approving this Amended and Restated Declaration.

This 28<sup>th</sup> day of September, 2007.

SADDLEBROOKE AT ROCK CREEK HOMEOWNERS ASSOCIATION, INC.

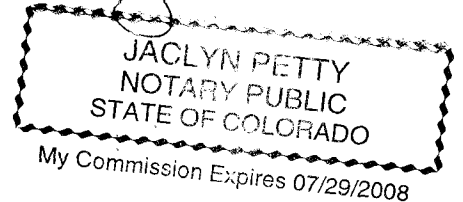
By: [Signature] (President, B.O.D.)  
Attest: Robert W. Mammaerts, President

STATE OF COLORADO )  
COUNTY OF Boulder ) ss.

The foregoing Declaration was acknowledged before me by Robert W.A. Mammaerts N/A of the Saddlebrooke at Rock Creek Association, on this 28<sup>th</sup> day of September, 2007.

[Signature]  
Notary Public

My commission expires: 7-29-2008



STATE OF COLORADO )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing Declaration was acknowledged before me by \_\_\_\_\_ of the Saddlebrooke at Rock Creek Association, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

EXHIBIT "A"Legal Description of Condominium

ALL OF ROCK CREEK RANCH FILING NO. 16A, AS SHOWN ON THE PLAT, THEREOF RECORDED DECEMBER 27, 1995, UNDER RECEPTION NO. 1572534, COUNTY OF BOULDER, STATE OF COLORADO.

EXCEPT THAT PORTION, THEREOF, CONVEYED BY INSTRUMENT RECORDED FEBRUARY 28, 1996 UNDER RECEPTION NO. 01587015. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN ROCK CREEK RANCH FILING NO. 16A, A SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF ROCK CREEK RANCH FILING NO. 16A, THENCE SOUTH 78 DEGREES 20 MINUTES 09 SECONDS WEST ALNG THE SOUTH LINE OF SAID SUBDIVISION, 492.00 FEET; THENCE NORTH 11 DEGREES 39 MINUTES 51 SECONDS WEST, 97.00 FEET; THENCE NORTH 35 DEGREES 58 MINUTES 25 SECONDS WEST, 120.00 FEET ; THENCE NORTH 17 DEGREES 31 MINUTES 33 SECONDS EAST, 31.00 FEET; THENCE NORTH 57 DEGREES 26 MINUTES 08 SECONDS EAST, 26.94 FEET; THENCE NORTH 38 DEGREES 47 MINUTES 34 SECONDS EAST, 36.97 FEET; THENCE NORTH 13 DEGREES 27 MINUTES 47 SECONDS WEST, 50.83 FEET TO A POINT ON A CURVE ON THE SOUTHEASTERLY LINE OF A PROPOSED TWENTY-FOUR (24) FOOT WIDE ACCESS EASEMENT; THENCE ALONG SAID ACCESS EASEMENT AND ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 72.00 FEET, A CENTRAL ANGLE OF 56 DEGREES 14 MINUTES 30 SECONDS (THE CHORD OF WHICH BEARS NORTH 35 DEGREES 57 MINUTES 36 SECONDS EAST, 67.87 FEET), 70.68 FEET; THENCE SOUTH 86 DEGREES 48 MINUTES 38 SECONDS EAST, 50.56 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 177.64 FEET, A CENTRAL ANGLE OF 21 DEGREES 25 MINUTES 37 SECONDS, 66.43 FEET; THENCE SOUTH 40 DEGREES 24 MINUTES 49 SECONDS WEST, 10.82 FEET; THENCE SOUTH 49 DEGREES 35 MINUTES 11 SECONDS EAST, 50.00 FEET; THENCE NORTH 40 DEGREES 24 MINUTES 49 SECONDS EAST, 48.00 FEET TO A POINT ON A CURVE ON THE NORTHEASTERLY LINE OF SAID SUBDIVISION; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 5930.00 FEET, A CENTRAL ANGLE OF 03 DEGREES 50 MINUTES 11 SECONDS (THE CHORD OF WHICH BEARS SOUTH 51 DEGREES 30 MINUTES 16 SECONDS EAST, 396.98 FEET, 397.06 FEET TO THE POINT OF BEGINNING.



**EXHIBIT "B"**

**Allocated Interests of Dwelling Units and Parking Units  
in Common Expenses, Common Elements and Voting**

Each of the 176 Parking Units is allocated 1 basis point for determining its allocated interest in Common Elements, Common Expenses and Voting.

Type of Dwelling Units as set forth on the Map	Square Footage of Dwelling Units	Basis Points for Dwelling Unit (1 basis point = 10 square feet)	For Dwelling Units: (1) Percentage of Common Elements; (2) Percentage of Common Expenses; (3) Weighted Voting Percentage	For Parking Units: (1) Percentage of Common Elements; (2) Percentage of Common Expenses; (3) Weighted Voting Percentage
A1 Units (1-bedroom Units) as depicted on the Map	1009 sq. ft. for each of the 81 Units in this category	101 basis points for each of the 81 Units in this category	.23432 for each of the 81 Units in this category	.00432% for each Parking Unit
B1 Units (2-bedroom Units) as depicted on the Map	1434 sq. ft. for each of the 214 Units in this category	143 basis points for each of the 214 Units in this category	.32432% for each of the 214 Units in this category	
C1 Units (3-bedroom Units) as depicted on the Map	1645 sq. ft. For each of the 29 Units in this category	165 basis points for each of the 29 Units in this category	.37432 for each of the 29 Units in this category	
<b>TOTAL</b>		<b>43,568 plus 176 Total Basis Points for all Parking Units = 43,744</b>	<b>99.23968%</b>	<b>.76032%</b>

**Total Percentage of Common Expenses,  
Common Elements, and Voting = 100%**



EXHIBIT "C"

Addendum to Lease Agreement for  
Saddlebrooke at Rock Creek Condominiums

STATE OF COLORADO

BOULDER COUNTY

This Addendum is made this \_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called "Lessor"), \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_ (hereinafter called "Lessee")  
adds the following provisions to the residential lease agreement entered into between Lessor and Lessee  
dated \_\_\_\_\_ ("Lease"):

1. ASSOCIATION IS THIRD-PARTY BENEFICIARY. Lessee and Lessor acknowledge that the Saddlebrooke at Rock Creek Homeowners Association, Inc. (hereinafter the "Association"), is a third-party beneficiary of the promises made in this Addendum.

2. COMPLIANCE AND ENFORCEMENT BY ASSOCIATION. Lessee shall comply strictly with the Amended and Restated Declaration for Saddlebrooke at Rock Creek Condominiums (hereinafter the "Declaration"), the Bylaws of Association (hereinafter the "Bylaws"), and the administrative rules and regulations adopted pursuant thereto, as any of the foregoing may be lawfully amended from time to time. Lessee shall control the conduct of his or her family and guests in order to assure compliance with the foregoing and shall indemnify and hold Lessor and the Association harmless for any such person's failure to comply. Lessee acknowledges that the violation by Lessee, or any occupant or person living with Lessee, of any provision of the Declaration, Bylaws, or the rules and regulations adopted thereunder, shall constitute a default under this Lease.

In order to enforce the provisions of this Addendum, the Association may bring an action against the Lessor or Lessee for damages or injunctive relief or may impose any other sanction authorized by the Declaration or Bylaws or available at law or in equity including, without limitation, the right to suspend the Lessee's use of Common Elements and to impose fines upon Lessee for such violations. Failure by the Association to enforce any of its rights shall not be deemed a waiver of the right to do so thereafter.

Lessee and Lessor hereby represent that Lessee has been given a copy of the Declaration, Bylaws, and rules and regulations of Saddlebrooke at Rock Creek Homeowners Association, Inc., that Lessee has read them, and that Lessee is bound by them.

If Lessee or a person living with Lessee violates the Declaration, Bylaws or a rule or regulation for which a fine is imposed, the Association shall have the option to assess a fine against Lessee; provided, however, if the fine is not paid by Lessee within the time period set by the Board of Directors of the Association, Lessor shall pay the fine upon notice from the Association of Lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Condominium Unit.

3. ASSIGNMENT AND SUBLEASING. In addition to any other restrictions on assignment and subletting set forth in the Lease, Lessee shall not assign this Lease or sublet the Unit or any part thereof unless the assignee executes and delivers an addendum substantially identical to this Addendum agreeing to be bound by the terms hereof.

4. SUBORDINATION OF RIGHTS. Lessee's and Lessor's rights shall be subject to all rights of the Association and any bona fide mortgage or deed to secure debt which is now or may hereafter be placed upon the Premises by Lessor.



5. CONFLICTS. If there is a conflict between the Lease and this Addendum, this Addendum shall control. All unaffected provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

LESSOR: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Please Print)

LESSEE: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Please Print)