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CONDOMINIUM DECLARATION
FOR
BROOKSIDE CONDOMINIUMS

BOOK 2902 PAGE 589
WILLIAM S. S. S. S.
COUNTY OF ADAMS
ADAMS COUNTY, COLO.

Aug 3 10 25 AM '84

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Brookside Development, Inc., a Colorado corporation, (hereinafter called "Declarant"), is the owner of that certain parcel of real property described in Exhibit A attached hereto and by reference expressly incorporated herein; and

WHEREAS, Declarant desires to subject and place upon the above-described property certain covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities and other charges set forth herein for the purpose of protecting the value and desirability of said property and for the purpose of furthering a plan for the improvement, sale and ownership of said property, to the end that a harmonious and attractive development of said property may be accomplished and the health, comfort, safety, convenience and general welfare of the Declarant, its successor and assigns in said property, or any portion thereof, promoted and safeguarded.

WHEREAS, Declarant intends, by this instrument, and does hereby establish a plan for the ownership in fee simple of the real property estates subject to the easements, restrictions, reservations, conditions, taxes, and assessments as set forth in this Declaration, consisting of the area or space contained in each of the air space units in the building improvements and the co-ownership by the individual and separate owners thereof, as tenants in common, all of which remaining property is hereinafter defined and referred to as the "Common Elements".

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

Section 1. Submission to Condominium Ownership.

(a) Declarant does hereby submit the real property described in Exhibit A hereto and the improvements situated thereon to condominium ownership pursuant to the Condominium Ownership Act of the State of Colorado.

(b) The name of the Project shall be Brookside Condominiums.

Section 2. Definitions. Unless the context shall expressly provide otherwise:

(a) "Unit" means an individual air space which is contained within the windows, doors, and unfinished perimeter walls, floors, and ceilings of each Unit as shown on the Condominium Map to be filed for record, together with all fixtures and improvements therein contained but not including any of the Common Elements, if any, located within the Unit. The term "unfinished perimeter walls, floors, and ceilings" as used herein shall not include any paint, carpeting, wallpaper, panelling, brick facing, or other wall, floor, or ceiling decorator treatment.

(b) "Condominium Unit" means the fee simple interest and title in and to a Unit, together with the undivided interest in the Common Elements appurtenant to such Unit, and all other rights and burdens created by this Declaration.

(c) "Owner" means a person, persons, firm, corporation, partnership, association, or other legal entity, or any combination thereof, which own(s) an interest in one or more Condominium Units, but excluding, however, any such person having an interest therein merely as a Mortgagee (unless such Mortgagee has acquired fee simple title interest therein pursuant to foreclosure or any proceedings in lieu thereof).

(d) "Common Elements" means and includes all of the land described above and all the improvements thereto and thereon located, excluding Units. The Common Elements shall consist of the "General Common Elements" and "Limited Common Elements", both of which terms are herein defined. The Common Elements shall be owned, as tenants in common, by the Owners of the Separate Units, each Owner of a Unit having an undivided interest in such Common Elements as is hereinafter provided.

(1) "General Common Elements" means all of the Project, as hereinafter defined, except those portions thereof which constitute Units and except Limited Common Elements, as hereinafter defined, and also means all parts of a Building or any facilities, improvements and fixtures which may be within a Unit which are or may be necessary or convenient to the support, existence, use, occupation, operation, maintenance, repair or safety of a Building, or any part thereof, or of any other Unit therein.

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

- (i) all of the land and easements which are part of the Project;
- (ii) all portions of the Project not located within any Unit;
- (iii) all foundations, columns, girders, beams and supports of a Building, the exterior walls of a Building, the main or bearing walls within a Building, the main or bearing subflooring and the roofs of a Building;
- (iv) all porches, balconies, and parking spaces (except those designated by the Map as Limited Common Elements, as hereinafter defined and provided);
- (v) all entrances, exits, halls, corridors, load-bearing walls within a Unit, driveways, lobbies, lounges, garden or landscaped areas, storage space, stairs, stairways and fire escapes, if any, not within any Unit;
- (vi) all utility, service and maintenance rooms, space, fixtures, apparatus, installations and central facilities for power, light, gas, telephone, television, hot water, cold water, the entire drainage system from the point of entry through the various floors or perimeter walls of the Units, heating, air conditioning, incineration, or similar utility used for service or maintenance purposes, including but not limited to furnaces, tanks, boilers, pumps, motors, fans, vents, and fixtures, apparatus, installations and facilities of all kinds and types;
- (vii) all rooms or premises for the lodging or housing of managers, custodians or persons in charge of or employed to handle, supervise, operate and maintain the Project, if any; and

(viii) all other parts of the Project in common use and necessary or convenient to the existence, maintenance and safety of the Project.

(2) "Limited Common Elements" means those parts of the Common Elements designated as Limited Common Elements on the Map as hereinafter defined, including but not limited to parking spaces (to be assigned by the Association pursuant to Section 11 below), balconies and patios (which includes any fence or wall completely or partially surrounding same other than the exterior wall of a Building), and fireplace flues, as are specifically designated on the Map as being appurtenant to a particular Unit by notation containing the same Unit number as the Unit to which said Limited Common Element is appurtenant. Any Limited Common Element designated as such is hereby reserved for the exclusive use of the Owner or Owners of the Unit to which it is appurtenant, except as otherwise provided in this Declaration.

(e) "Condominium Project" or "Project" means all of the real property described in Exhibit A hereto and improvements submitted by this Declaration and subsequently submitted by Supplemental Declaration, if any, as is hereinafter provided.

(f) "Declaration", or "Supplemental Declaration" means this Declaration and amendments and supplements thereto, if any.

(g) "Common Expenses" means and includes (i) expenses of administration, operation, management, repair, and/or replacement of the Common Elements; (ii) expenses declared common expenses by the Association; (iii) all sums lawfully assessed against the Common Elements by the Board of Managers of the Association; and (iv) expenses agreed upon as Common Expenses by the Association of Unit Owners.

(h) "Recreation Common Expenses" means and includes (i) all expenses expressly declared to be common expenses by the Articles of Incorporation or the By-Laws of the Recreation Association; (ii) all other expenses of administering, servicing, managing, maintaining, repairing or replacing the Recreation Facilities; and (iii) all expenses lawfully determined to be common expenses by the board of directors of the Recreation Association.

(i) "Association of Unit Owners" or "Association" means the association formed as a Colorado not-for-profit corporation bearing the name of Brookside Condominium Association, Inc., the Articles of Incorporation (hereinafter referred to as the "Articles") and By-Laws (hereinafter referred to as the "By-Laws") of which shall govern the administration of this Condominium Project and the members of which Association shall be all of the Owners of the Condominium Units.

(j) "Building" means a building containing Condominium Units as shown on the Map.

(k) "Map", "Condominium Map", or "Supplemental Map" means and includes the engineering survey of the real property described in Exhibit A (and Exhibit D in the event the Project is enlarged pursuant to Section 39 below) depicting and locating thereon all improvements situated on said real property; the floor and elevation plans and any other drawing or diagrammatic plan depicting a part of or all of this Condominium Project, which shall include but may not necessarily be limited to the matters set forth in Section 6 of this Declaration.

(l) "Mortgage" as used herein shall mean any mortgage, deed of trust, or other document pledging, or burdening to any extent or degree, a Condominium Unit as security for the payment of a debt or obligation.

(m) "First Mortgage" shall mean any Mortgage as above defined which has a first and prior lien as compared with other Mortgages.

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

(o) "First Mortgagee" means the holder or owner of any First Mortgage.

(p) "Board of Managers" or "Board" shall be those persons elected by the Owners pursuant to the By-Laws who are vested with the powers and duties of administering the affairs of the Association.

(q) "Recreation Association" means the association formed as a Colorado not-for-profit corporation bearing the name of Brookside Recreation Association, Inc., the Articles of Incorporation and By-laws of which shall govern the administration of the Recreation Facilities as defined herein, and the members of which shall include but not be limited to all of the Owners of the Condominium Units. The Recreation Association shall be responsible for the administration, regulation, use and maintenance of the Recreation Facilities in accordance with the Recreation Association's Articles of Incorporation and its By-laws.

(r) "Recreation Facilities" means all property, improvements and recreational amenities which are now or hereafter owned by the Recreation Association and intended for the common use and enjoyment of its members. Such Recreational Facilities shall initially include a swimming pool and poolhouse, which will be located adjacent to the property described in Exhibit A, pool equipment and furnishings and may later include a meeting room.

Section 3. Division of Property into Condominium Units and Conveyance of Units. The real property described in Exhibit A hereto, including the improvements thereon, is hereby divided into 12 fee simple estates in land which is the maximum number of condominium units that may be created in or on the real property described in Exhibit A hereto. Each such estate shall consist of a separately designated Unit and an undivided interest in and to the Common Elements allocated to each such Unit, as set forth in Exhibit B attached hereto and incorporated by reference herein.

Section 4. Common Elements. All of the Owners of Condominium Units in the Condominium Project shall have a non-exclusive right in common with all of the other Owners to use of sidewalks, streets, and drives located within the entire Condominium Project. In addition to rights of use herein described and elsewhere described in this Declaration, the Association, its Board of Managers, and its Managing Agent shall have the unrestricted irrevocable easement to traverse, cross, and utilize any portion of the Common Elements which may be necessary or in their convenience in order to maintain, operate, repair, or replace General and/or Limited Common Elements. Except as specifically herein required, no reference to Limited Common Elements, whether such Limited Common Elements are exclusive or non-exclusive, need be made in any instrument of conveyance or other instrument delivered in accordance with Section 5 of this Declaration.

Section 5. Description of Condominium Unit.

(a) After the Condominium Map and this Declaration have been recorded in the Office of the County Clerk and Recorder of Adams County, Colorado, as herein provided, every contract, deed, lease, mortgage, trust deed, will, or other instrument shall legally describe a Condominium Unit as follows:

Condominium Unit No. _____, Brookside Condominiums, in accordance with the Condominium Declaration for Brookside Condominiums recorded on _____, 19____, in Book _____ at Page _____, and Condominium Map recorded on _____, 19____, in Book _____ at Page _____ of the Adams County records.

Each such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber, or otherwise affect not only the Unit, but also the undivided interest in the Common Elements appurtenant to said Unit and all other appurtenant properties and property rights, and incorporate all of the rights and burdens incident to ownership of a Condominium Unit and all of the limitations thereon as described in this Declaration and the Condominium Map. Each such description shall be construed to include a non-exclusive easement for ingress and egress to and from an Owner's Unit and the use of all of the Limited Common Elements appurtenant to said Unit as well as all the General Common Elements.

(b) The reference to the Map and Declaration in any instrument shall be deemed to include any supplements or amendments to the Map or Declaration, without specific reference(s) thereto.

Section 6. Condominium Map. The Map, and any supplements or amendments thereto, shall be filed for recordation in the office of the County Clerk and Recorder, Adams County, Colorado. The Map may be filed for record in whole or in parts or sections. Each such Map shall be recorded prior to the conveyance of any of the Condominium Units shown thereon. Each such Map shall depict and show at least the following: The legal description of the land and a survey thereof; the location of the Buildings in reference to the exterior boundaries of the land; the floor and elevation plans; the location of the Units within the Buildings, both horizontally and vertically; the thickness of the common walls between or separating the Units; the location of any structural components or supporting elements of the Buildings located within a Unit; the Condominium Unit designations; and the parking areas. Each such Map shall contain the certificate of a registered professional engineer, licensed architect, or registered land surveyor certifying that the Map substantially depicts the location and the horizontal and vertical measurements of the Units, the Unit designations, parking areas, and the elevations of the constructed unfinished floors and ceilings, and that such Map was prepared subsequent to substantial completion of any improvements shown thereon. In interpreting the Map, the existing physical boundaries of each separate Unit as constructed shall be conclusively presumed to be its boundaries. Declarant reserves the right to amend the Map, from time to time, without the consent of any Owner being required, to conform the same according to the actual location of any improvements, to establish, vacate, and relocate in either the outside or within the Buildings, or the Project, utility easements, access easements, and parking easements and parking spaces, and to establish and designate certain General Common Elements as Limited Common Elements. Declarant's right, as hereinabove set forth, shall expire four years from the date of this Declaration.

Section 7. Inseparability of a Condominium Unit. Each Unit, together with any appurtenant undivided interest in the Common Elements, as well as all other appurtenances thereto, rights therein, and burdens thereupon, shall together comprise one Condominium Unit, which Condominium Unit shall be inseparable and may be conveyed, leased, devised, or encumbered only as a Condominium Unit.

Section 8. Separate Assessment and Taxation - Notice to Assessor. Declarant shall give written notice to the Assessor of the County of Adams, Colorado, of the submission of the real property described in Exhibit A hereto and the improvements

situated thereon to condominium ownership, which notice shall set forth descriptions of all of the Condominium Units, as is provided by law, so that each Unit and the undivided interest in the Common Elements appurtenant thereto shall be deemed a separate parcel for purposes of separate assessment and taxation; and the Association upon the request of any First Mortgagee, shall furnish proof that all taxes, real estate assessments, and charges shall relate only to the individual Condominium Unit and not to the Condominium Project as a whole.

Section 9. Form of Ownership - Title. A Condominium Unit may be held and owned in any real property tenancy relationship recognized under the laws of the State of Colorado.

Section 10. Non-Partitionability and Transfer of Common Elements. The Common Elements shall be owned in common by all of the Owners of the Units and shall remain undivided. By the acceptance of his deed or other instrument of conveyance or assignment, each Owner specifically waives his right to institute or maintain, or both, a partition action or any other action designed to cause either a division of ownership of the Common Elements or any action seeking to declare or affect the status of ownership in the Common Elements as anything other than the status of ownership described in this Declaration, and each Owner specifically agrees not to institute any action therefor. Further, each Owner agrees that the provisions of this Declaration, including but not limited to this Section 10, may be pleaded as a bar to the institution or maintenance of such an action, and shall be in any action, at law, equity, or otherwise, such a bar. A violation of this provision shall entitle the Association to personally collect, jointly and severally, from the parties violating the same, the actual attorney fees, costs, expenses, and other damages the Association incurs in connection therewith.

Section 11. Use of General and Limited Common Elements. Except as otherwise set forth in this Declaration, each Owner shall be entitled to exclusive ownership and possession of his Unit. Each Owner may use the appurtenant General and Limited Common Elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of other Owners. The Association, acting through its Board of Managers, may adopt rules and regulations governing the use of General and Limited Common Elements, but such rules and regulations shall be uniform and nondiscriminatory. Each Owner, by the acceptance of his deed or other instrument of conveyance or assignment of a Unit, agrees to be bound by any such adopted rules and regulations.

Each Owner agrees that certain vehicular parking space(s), which are part of the Limited Common Elements, may be assigned by the Association acting by and through its Board of Managers, pursuant to terms and conditions acceptable to the Association, to the Owners of Units within the Condominium Project and, upon such assignment, said parking space(s) shall be for the exclusive use of the Owner of the Unit to which it has been assigned. All Owners hereby grant, empower, and appoint the Association as their true and lawful attorney-in-fact for such purpose.

Section 12. Use and Occupancy. Each Unit shall be used and occupied by its Owner, his family, and their guests or tenants only for residential purposes, provided, however, that said restriction shall not apply to the Declarant, its agents, employees, officers, and assigns during the period useful for Declarant to sell the Units to persons other than Declarant. The aforesaid notwithstanding, the Association may use one or more Condominium Units which it owns or leases as business offices and as residences for any on-site resident manager or custodian, or both.

Section 13. Easements.

2022 2902 PAGE 505

(a) Encroachments. In the event that, for any reason, any portion of the Common Elements encroaches upon any Unit or Units or in the event that any portion of a Unit encroaches upon any other Unit or Units or upon any portion of the Common Elements or in the event any such encroachment shall occur in the future as a result of: (i) settling of a Building; or (ii) alteration or repair to the Common Elements; or (iii) repair or restoration of a Building(s) or a Unit(s) after damage by fire or other casualty, or condemnation or eminent domain proceedings, a valid easement shall exist for the encroachment and for the maintenance of same so long as the Building(s) stands. In the event that any one or more of the Units or Buildings or other improvements comprising part of the Common Elements are partially or totally destroyed and are then rebuilt or reconstructed in substantially the same location, and as a result of such rebuilding any portion thereof shall encroach as provided in the preceding sentence, a valid easement for such encroachment shall exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or on the Units for the purpose of marketability of title or other purposes. In interpreting any and all provisions of the Declaration and deeds, Mortgages, and other instruments describing a Unit or Units, the actual location of the Unit shall be deemed conclusively to be the property intended to be conveyed, reserved, or encumbered, notwithstanding any deviations of the location of the Unit or Units affected, either horizontally, vertically, or laterally from its location as indicated on the Condominium Map.

(b) Maintenance Easement. The Association and its officers, agents, employees, and assigns shall have, and hereby are granted, an easement upon, across, over, in, and under the Common Elements and a right to make such use of the Common Elements as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration, including the right to construct, operate, and maintain on the Common Elements, maintenance and storage facilities for the use of the Association.

(c) Emergency Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies and to persons performing similar emergency services to enter upon all or any part of the Condominium Project necessary or reasonably appropriate for use in the performance of such emergency services.

(d) Easement for Access to Recreational Facilities. The Recreation Association, its officers, agents, employees, members and its assigns shall have and hereby are granted an easement upon, across, and over, in and under the Common Elements as may be necessary or appropriate to provide ingress and egress to the Recreation Facilities for the use and enjoyment thereof, and for the purpose of performing the duties and functions which the Recreation Association is obligated or permitted to perform pursuant to this Declaration, including the right to construct, operate, maintain, and repair the Recreation Facilities for the common use and enjoyment of the members of the Recreation Association.

(e) Easements Deemed Appurtenant. The easements, uses and rights created for an Owner shall be appurtenant to the Owner and all conveyances and encumbrances of a Unit and other instruments affecting title to a Unit shall be deemed to grant and reserve the easements, uses and rights provided for herein, even though no specific reference to such easements, uses and rights appears in any such conveyance, encumbrance or other instrument.

(f) Recorded Easements and Licenses. The following easements, licenses and restrictions appurtenant to or included in the Project to which any portion of the property described on Exhibit A or Exhibit D is or may become subject are as follows:

(i) Restriction contained in Letter recorded November 14, 1967 in Book 1400, Page 389, as follows: "We (Joseph L. Nicciche and Northview Development Co.) hereby agree that we will not permit the construction or maintenance of a Package Liquor Store on the real property owned by us in the Southwest 1/4 of Section 22, Township 2 South, Range 6B West of the 6th P.M."

(ii) Those as indicated on the Subdivision Plat for Brookside Subdivision as recorded in the records of the Clerk and Recorder of Adams County, Colorado at Reception No. B505107, File No. 16, Map No. 97, on May 21, 1984.

Section 14. Termination of Mechanic's Lien Rights and Indemnification. Subsequent to the completion of any alterations, modifications, or additions to any and all of the improvements described on the Map, no labor performed or materials furnished and incorporated in a Unit with the consent of or at the request of a Unit Owner, his agent, his contractor, or his subcontractor or any other person acting on his behalf shall be the basis for filing a lien against the Condominium Unit of any other Owner not expressly consenting to or requesting the same, or against all or any part of the Common Elements. Each Owner shall indemnify and hold harmless each of the other Owners and the Association from and against all liabilities, claims, demands, costs, and expenses, including but not limited to attorneys' fees incurred in the defense thereof, arising from the claim or demand of any lienholder against the Condominium Unit of any other Owner or against the Common Elements for construction performed or for labor, materials, services, or other products incorporated in the Owner's Condominium Unit at such Owner's request or on his individual behalf. The provisions herein contained are subject to the rights of the managing agent or Board of Managers of the Association as set forth in Section 15. Notwithstanding the foregoing, any Mortgagee of a Condominium Unit who shall become the Owner of such Condominium Unit pursuant to a lawful foreclosure sale or the taking of a deed in lieu of foreclosure shall not be under any obligation to indemnify and hold harmless any other Owner against liability for claims arising prior to the date such Mortgagee becomes an Owner..

Section 15. Brookside Condominium Association, Inc.

(a) The interests of all Owners of Condominium Units shall be governed and administered by this Declaration and the Articles of Incorporation and By-Laws of the Brookside Condominiums Association, Inc. An Owner of a Condominium Unit upon becoming an Owner shall be a member of the Association and shall remain a member for the period of his ownership. An Owner of a Unit shall have one vote as a member of the Association.

(b) The Association is hereby granted all of the powers necessary to govern, manage, maintain, repair, administer, and regulate the Condominium Project and to perform all of the duties required of it. Notwithstanding the above, unless at least 100 percent of the First Mortgagees of Condominium Units (based upon one vote for each First Mortgage owned or held) and 75 percent of the Owners (other than the Declarant) of the individual Condominium Units have given their prior written approval, the Association shall not be empowered or entitled, by act or omission, to:

- (1) Seek to abandon or terminate the Condominium Project;
- (2) Partition or subdivide any Condominium Unit;

(3) Seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium Project shall not be deemed a transfer within the meaning of this Section);

(4) Use hazard insurance proceeds for loss to any property in the Condominium Project (whether to Units or to Common Elements) for other than the repair, replacement, or reconstruction of such property, except as provided by any applicable statute in case of substantial loss to the Units and/or Common Elements of the Condominium Project;

(5) Change the pro rata interest or obligations of any individual Condominium Unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or (ii) determining the pro rata share of ownership of each Condominium Unit in the Common Elements unless such change of pro rata interest or obligations of any individual Condominium Unit is pursuant to Section 39 below respecting enlargement of the Project, in which event the restrictions provided herein shall not apply.

(c) The Association shall grant to each First Mortgagee of a Condominium Unit the right to examine the books and records of the Association at any reasonable time. Further, the Association shall notify each First Mortgagee of any Condominium Unit of any proposed amendment of the Association's Articles of Incorporation or By-Laws or any change in the Association's Managing Agent at least 10 days prior to the effective date of such amendment or change.

(d) Upon approval by the Board, the Association may acquire, and hold for the use and benefit of all of the Owners, real property, including a Unit or Units and tangible or intangible personal property; may provide or lease any Unit or other property owned or leased by it to its managing agent or other employees; may lease any Unit or personal property owned or leased by it and not then otherwise required for the performance of its primary functions hereunder to a third party or parties; and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their interests in the General Common Elements. A transfer of an ownership interest in a Unit, including transfer through foreclosure, shall transfer to the new Owner all of the prior Owner's beneficial interest in such property without any reference thereto. Any such property acquired for the direct use and benefit of all of the Owners may be used by all Owners in accordance with the purposes for which it is intended, subject to the rules and regulations of the Association. The Board may authorize the Association to borrow, not to exceed 100 percent of the cost of acquisition of any such Unit or property, and to evidence and secure such borrowing by the promissory note of the Association and a mortgage or other encumbrance upon the Unit or property so acquired. Special assessments under the provisions of Section 22 of the Declaration may be levied for the purpose of paying the purchase price or down payment on any such Unit or property or for the purpose of paying installments of principal and interest on the purchase money loan. Periodic assessments under the provisions of said Section 22 may include sums to maintain, operate, and repair any such Unit or property and/or to make periodic interest and principal payments on any purchase money loan therefor.

(e) Notices of meetings of the Association's members (each Owner being a member) shall be given to all Owners in accordance with the By-laws of the Association. Notice of any other matters affecting the Project) which are required to be given by the Association to the Owners pursuant to this Declaration; 2) which the Board of Managers deems necessary or advisable to give to all Owners; 3) which an Owner is required to give to all other Owners.

4) which an Owner deems necessary or advisable to give to all other Owners shall be given by mailing such notice, postage prepaid, to all Owners addressed to the Owner's address last appearing on the books of the Association or supplied by such Owner to the Association for the purpose of receiving such notices.

Section 16. Recreation Association Membership; Assessment for Recreation Facilities.

(a) Each Owner shall be a member of the Recreation Association and shall remain a member until he ceases to be an Owner. Each member of the Recreation Association and the members of his immediate family shall be entitled to the use and enjoyment of the Recreation Facilities until he ceases to be an Owner. Each member shall comply strictly with the provisions of this Declaration and of the articles of incorporation and bylaws of the Recreation Association. Each member shall be bound by and shall comply with rules, resolutions and decisions of the Recreation Association duly made or adopted in the manner set forth in the articles of incorporation or bylaws of the Recreation Association. Failure of the member to comply with such provisions, rules, resolutions or decisions shall be grounds for an action to recover damages or to obtain injunctive relief, or both, maintainable by the Recreation Association on behalf of the other members.

(b) All fees or charges assessed by the Recreation Association for the administration, regulation, use and maintenance of the Recreation Facilities pursuant to and in accordance with its articles of incorporation and its bylaws shall be in addition to the regular assessment for the Common Expenses imposed by the Board of Managers of Brookside Condominium Association, Inc. In addition, the Recreation Association's bylaws may authorize the Recreation Association, during the period of any delinquency in payment of assessments or charges duly levied against an Owner by the Recreation Association respecting the administration, regulation, acquisition, use and maintenance of the Recreation Facilities (1) to revoke a delinquent Owner's right to use the Recreation Facilities and (2) to suspend a member's voting privileges; however, no such suspension shall affect the rights of a First Mortgagee.

(c) Except as set forth in this Section, each Owner shall pay his pro rata share of the Recreation Common Expenses attributable to each Unit owned by him. Such proration shall be a fraction, the numerator of which is one and the denominator of which is the total number of Condominium Units in this Project, of the total Recreation Common Expenses assessable against Units in this Project as is determined by the Board of Managers of the Recreation Expenses assessable against Units in this Project shall be 50% of the total sums assessable by the Recreation Association with respect to unpurchased Units owned by Declarant, those Units shall not be assessed. However, Declarant agrees to pay to the Recreation Association a sum equal to the difference between the monthly cost of operating and maintaining the Recreation Facilities and the amount of funds payable by the members of the Recreation Association. This obligation of Declarant to subsidize the operations of the Recreation Association shall terminate when Declarant relinquishes his right to elect the Recreation Association's board of directors. Subsequent to Declarant's relinquishment of his right to elect the Recreation Association's board of directors, Declarant shall be obligated as any other Owner in respect to Condominium Units then owned by Declarant to pay the estimated assessments for Recreation Common Expenses imposed by the Recreation Association's board of directors.

(d) The bylaws of the Recreation Association shall empower its board of directors to fix, determine, levy and collect periodic and special assessments to be paid by the Owners to meet the common expenses and to create a contingency reserve therefor. The bylaws shall also establish the procedures by which

the assessments shall be made known to and paid by the Owners. An action may be brought by the Recreation Association to recover unpaid common expenses from the Owner liable for payment thereof, with or without foreclosing or waiving the lien described in the following subparagraph.

(e) The Recreation Association shall have the same rights and obligations with respect to assessments and liens as the Association has with respect to assessments and liens as set forth in Sections 22 and 25, except that any lien against a Condominium Unit in favor of the Recreation Association shall be subordinate to any lien of record of the Association against such Condominium Unit.

Section 17. Reservation for Access - Maintenance, Repair, and Emergencies.

(a) The Owners shall have, and hereby are granted, the irrevocable right to be exercised by the Association's Board of managers or officers, or custodian, or managing agent, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any of the Common Elements therein or accessible therefrom, or at any hour for making emergency repairs, maintenance, or inspection therein necessary to prevent damage to the Common Elements or to another Unit.

(b) Damage to the interior or any part of a Unit resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Elements or as a result of emergency repairs within another Unit, at the instance of the Association, shall be a Common Expense of all of the Owners, provided, however, that, if such damage needed to be repaired is caused by the negligent or tortious act or acts of a Condominium Unit Owner, members of his family, his agent, employee, invitee, licensee, or tenants, then such Unit Owner shall be responsible and liable for all of such damage and the cost thereof shall forthwith become said Owner's obligation, which must be paid within 30 calendar days after written demand from the Association's Board of Managers. Said obligation shall be a Common Expense as it relates to said Condominium Unit Owner(s) only and shall be subject to the provisions elsewhere herein provided. All damaged improvements shall be restored substantially, to the extent reasonably practical, to the same condition in which the improvements existed prior to the damage. All maintenance, repairs, and replacement of the Common Elements, whether located inside or outside of Units (unless necessitated by the negligence, misuse, or tortious act of a Condominium Unit Owner, in which case such expense shall be charged to such Owner), shall be the Common Expense of all of the Owners. However, the Association shall not be obligated to seek redress for damages caused by a negligent Owner, and this covenant shall not abrogate the insurance provisions of this Agreement.

Section 18. Maintenance and Service Responsibility.

(a) Owner:

(1) Each Owner shall be required to maintain all interior non-supporting walls, floors, and ceilings of his Unit; and all materials such as, but not limited to, plaster, gypsum drywall, panelling, wallpaper, paint, wall and floor tile and flooring, and other materials which make up the finished surfaces of the perimeter walls, ceiling, and floors within the Unit; but not including the pipes, wire, conduits, systems, or other General Common Elements which serve one or more other Units except as a tenant in common with the other Owners. Such pipes, wires, conduits, systems, or other General Common Elements shall not be disturbed or relocated by an Owner without the prior written consent and approval of the Board of Managers, and any such alteration, relocation, enlargement, addition, or modification shall be at the Owner's expense, which expense shall include all expenses incurred by the Association in reference thereto.

(2) An Owner shall maintain and keep his Unit in good repair to the extent repair shall be necessary in order to avoid damaging other Condominium Units or the Common Elements. Without limiting the generality of the foregoing, all fixtures and equipment and utilities installed within the Unit commencing at a point where the fixtures, equipment, and utilities enter the Unit shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair the proper functioning of the utilities, heating, air conditioning, or plumbing systems or integrity of a Building or the Buildings or impair any easement or hereditament. An Owner shall not build or construct doorways, passageways, or windows in the walls, floors, or ceilings of his Unit(s) nor make any other alterations thereto of any kind which would impair the structural integrity thereof without first providing an engineering feasibility study prepared by an engineer licensed by the State of Colorado, at Owner's sole expense, satisfactory to and approved by the Board of Managers, which states that, in the opinion of said engineer, that said alterations will not impair the structural integrity or support of the Building. An Owner shall always keep the balcony, porch, or patio area adjoining and appurtenant to his Unit and any other Limited Common Elements appurtenant thereto in a clean, orderly, and sanitary condition.

(b) Association:

(1) The Association shall reasonably maintain and repair all of the Common Elements within the Condominium Project. The cost of said maintenance and repair shall be a common expense of all of the Owners. The Association, acting through the Board of Managers, shall not need the prior approval of its members to cause such maintenance or repairs to be accomplished, notwithstanding the cost thereof. Notwithstanding the foregoing, if any Limited Common Element is damaged to an extent beyond what would normally be considered (as determined by the Board or its managing agent) as ordinary wear and tear, then the Owner of such Unit to which the damaged Limited Common Element is appurtenant shall be responsible for and shall bear the expense of repairing or replacing said damage. The decision of the Board or its Managing Agent as to whether such repair or replacement is necessary shall be final and binding on all Owners, including the Owners of the affected Unit, and the decision of the Board as to whether any damage is greater than what would normally be considered as ordinary wear and tear shall be final and binding on all Unit Owners, including the Owners of the affected Unit.

(2) The Association shall provide to the Owners such other services as are described in the By-Laws. Notwithstanding the above, the Association, acting through the Board of Managers, shall have the right to hire one or more persons or entities (including but not limited to Declarant), including a managing agent, contractors, and employees, to perform such services, provided, however, that any contract in regard to the hiring or employing of such managing agents, contractors, or employees shall not be for a term in excess of three years, be renewable by consent of the Association, and shall provide that any such contract be terminable on 30 days' written notice, with or without cause and without payment of a termination fee by the Association.

Section 19. Compliance with Provisions of Declaration, and Articles and By-Laws of the Association. Each Owner shall comply strictly with the provisions of the Declaration, the Articles of Incorporation, and By-Laws of the Association and the Recreation Association, and the decisions, resolutions, rules, and regulations of the Association and the Recreation Association adopted pursuant thereto as the same may be lawfully made and amended and/or modified from time to time. Failure to comply with any of the same shall be grounds for, among any other rights or remedies which may be available at law or in equity, an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all attorneys' fees incurred in connection

therewith, which action may be maintainable by the Association's Board of Managers or managing agent in the name of the Association on behalf of the Owners.

Section 20. Revocation, Amendment or Merger of Condominium Regime .

Except as is otherwise provided, this Declaration shall not be revoked unless all the Owners and all First Mortgagees consent and agree to such revocation by an instrument or instruments duly recorded in the office of the Clerk and Recorder of Adams County, Colorado. This Declaration shall not be materially amended nor shall the condominium regime be merged with a successor condominium regime 1) unless prior written approval thereof has been obtained from the Veteran's Administration, the Federal Housing Administration and Federal National Mortgage Association, as may be necessary, prior to the relinquishment of Declarant's reserved right to elect the Association's Board of Managers, and 2) unless the Owners representing an aggregate ownership of at least 75 percent of the Common Elements and 100 percent of the holders of recorded First Mortgages consent and agree to such amendment or merger by an instrument or instruments duly recorded in the office of the Clerk and Recorder of Adams County, Colorado provided however, that any such amendments shall not be considered material if they are for the purpose of correcting technical errors or for clarification only, and provided further than in no event shall the undivided interest of an Owner in the Common Elements be decreased without the unanimous consent of all Owners and First Mortgagees. The consent of any other Mortgagee shall not be required under the provisions of this Section. In determining whether the appropriate percentage of approval of Mortgagees is obtained when so required by the terms of this Declaration, each First Mortgagee shall have one vote for each First Mortgage owned.

Section 21. Additions, Alterations, and Improvements - General and Limited Common Elements. There shall be no capital additions, alterations, or improvements of or to the General or Limited Common Elements by the Board of Managers requiring an expenditure in excess of an amount equal to five percent of the Association's budget for any calendar or fiscal year in any one calendar year without prior approval of a majority of the Owners except in the event of an emergency; the limitations set forth above shall not apply to any expenditures made by the Board for maintenance, repair, replacement, or obsolescence of the Common Elements as set forth in Section 18, supra, for repair in the event of damage, destruction, or condemnation as provided in Sections 29 and 30, infra, or to any expenditures made for a down payment and/or for principal and interest payments on purchase money loans obtained to purchase a Unit or Units for occupancy by the managing agent or other personnel employed in connection with the Condominium Project.

Section 22. Assessment for Common Expenses.

(a) All Owners, except Declarant, shall be obligated to pay the estimated common expense assessments (hereinafter sometimes referred to as "Assessments") imposed by the Board of Managers of the Association to meet the Common Expenses and reserve fund as required by this Section. The Assessments shall be made in proportion to each Owner's "Percentage of Responsibility" for payment of Assessments, which Percentage of Responsibility is set forth on Exhibit C attached hereto and incorporated by reference herein. Declarant shall have no obligation to pay the ~~estimated common expense assessments~~, on Units owned by Declarant, imposed by the Board of Managers of the Association to meet the Common Expenses and reserves, but Declarant agrees to pay to the Association a sum equal to the difference between the monthly cost of operating and maintaining the Common Elements, exclusive of reserves, and the amount of funds payable by the other Owners to the Association. This obligation of Declarant to subsidize the operations of the Association shall terminate when Declarant relinquishes his right to elect the Association's Board of

Managers. Subsequent to the occurrence of either of the aforesaid events, Declarant shall be obligated as any other Owner in reference to Condominium Units then owned by Declarant to pay the estimated common expense assessments imposed by the Board of Managers to meet the Common Expenses and reserves. Subject to specific provisions elsewhere provided in this Declaration, the Limited Common Elements shall be maintained by the Association (except, however, this shall not impose upon the Association the obligation to clean balconies, porches, and patios).

(b) Assessments for the estimated Common Expenses shall be due in advance on the first day of each calendar month. If any such monthly installment shall not be paid within 30 days after it shall become due and payable, the Association's Board of Managers may assess a "late charge" thereon in an amount not exceeding \$10.00 to cover the extra cost and expenses involved in handling such delinquent assessments. In addition, any monthly installments not paid within 30 days after becoming due and payable will accrue interest charges at the rate of 20% per annum until paid in full.

(c) Each Owner hereby agrees that the Association's lien on a Condominium Unit for Assessments as provided in Section 25 below shall be superior to the Homestead Exemption provided by 1973 C.R.S., Section 38-41-201 (as amended), and each Owner hereby agrees that the acceptance of the deed or other instrument of conveyance in regard to any Condominium Unit within this Project shall signify such grantee's waiver of the homestead right granted in said Section of the Colorado statutes. The Association or Board of Managers shall cause to be prepared, deliver, or mailed to each Owner at least once each year a payment statement setting forth the estimated common expense Assessments. Regarding any special assessments, the Board of Managers may implement such procedure as they deem appropriate.

(d) In the event the ownership of a Condominium Unit, title to which is derived from Declarant, commences on a day other than the first day of the assessment period, the Common expense Assessments for that period will be prorated.

(e) Common expense Assessments shall be based upon the cash requirements deemed to be such aggregate sum as the Board of Managers of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the administration, maintenance, repair, operation, addition, alteration, and improvement of the Common Elements, except as otherwise provided, the Project and personal property owned by the Association. Said sum may include but shall not be limited to expenses of management; taxes and special assessments until separately assessed; premiums for insurance; landscaping and care of grounds; common lighting and heating; repairs and renovations; trash collection; wages; common water and sewer charges; legal and accounting fees; management fees; expenses and liabilities incurred by the Association's Board of Managers on behalf of the Unit Owners under or by reason of this Declaration and the Articles of Incorporation and By-Laws of the association; for any deficit remaining from a previous period; for the creation of a reasonable contingency, reserve, working capital, and sinking funds; and any and all other costs and expenses relating to the Common Elements, the Project, or both.

(f) The omission or failure to fix the Assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification, or a release of the Owners from their obligations to pay the same.

(g) The Association shall be obligated to establish an adequate reserve fund for the maintenance, repair, and replacement of those Common Elements that must be replaced periodically and such reserve fund shall be funded through the monthly payments of the Common Expenses and not be extraordinary special assessments.

(h) In addition to the Assessments authorized above, the Association may at any time and from time to time determine, levy, and assess in any assessment year, which determination, levy, and assessment may be made by the Association's Board of Managers with or without vote of the members of the Association, a special assessment applicable to that particular assessment year for the purpose of defraying, in whole or in part, the unbudgeted costs, fees, and expenses of any construction, reconstruction, repair, demolition, replacement or maintenance of the Common Elements, the Project, or any facilities located thereon, specifically including, but not limited to, any fixtures and personal property related thereto. The amounts determined, levied, and assessed pursuant hereto shall be assessed to each Owner in accordance with his "percentage of responsibility" set forth on Exhibit C attached hereto, provided, however, that all Owners of a particular Condominium Unit shall be jointly and severally liable to the Association for the payment of all assessments, including the annual assessment for Common Expenses and any special assessments.

Section 23. Insurance.

(a) The Board of Managers of the Association shall obtain and maintain at all times, to the extent obtainable, policies involving standard premium rates, established by the Colorado Insurance Commissioner, and written with companies licensed to do business in Colorado and having a Best's Insurance Report rating of AAA or better, covering the risks set forth below. The Board of Managers of the Association shall not obtain any policy where: (i) Under the terms of the insurance company's charter, by-laws, or policy, contributions or assessments may be made against the mortgagor or Mortgagee's designee; or (ii) by the terms of the carrier's charter, by-laws, or policy, loss payments are contingent upon action by the company's Board of Directors, policyholders, or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent Mortgagees or the mortgagor from collecting insurance proceeds. The types of coverages to be obtained and risks to be covered are as follows, to-wit:

(1) Fire insurance with extended coverage and standard all risk endorsements, which endorsements shall include endorsements for vandalism and malicious mischief. Said casualty insurance shall insure the entire Condominium Project and any property, the nature of which is a Common Element (including all of the Units, fixtures therein initially installed by the Declarant, but not including furniture, furnishings, or other personal property supplied by or installed by Unit Owners), together with all service equipment contained therein in an amount equal to the full replacement value, without deduction for depreciation. All policies shall contain a standard noncontributory mortgage clause in favor of each Mortgagee of a Condominium Unit, which shall provide that the loss, if any, thereunder shall be payable to the Brookside Condominium Association, Inc., for the use and benefit of Mortgagees as their interests may appear.

(2) If the Condominium Project is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, a "blanket" policy of flood insurance on the Condominium Project in an amount which is the lesser of the maximum amount of insurance available under the Act or the aggregate of the unpaid principal balances of the Mortgages on the Condominium Units comprising the Condominium Project.

(3) Public liability and property damage insurance in such limits as the Board of Managers of the Association may from time to time determine, but not in an amount less than \$500,000.00 per injury, per person, per occurrence, and umbrella liability limits of \$1,000,000.00 per occurrence covering all...

Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance, and other use of the project. Said policy shall also contain a "severability of interest endorsement".

(4) Workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

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

(6) The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate.

(b) All policies of insurance, to the extent obtainable, shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of a Condominium Unit Owner and shall provide that such policies may not be cancelled or modified without at least 10 days' prior written notice to all of the insureds, including Mortgagees. If requested, duplicate originals of all policies and renewals thereof, together with proof of payments of premiums, shall be delivered to all Mortgagees at least 10 days prior to expiration of the then current policies. The insurance shall be carried in blanket form naming the Brookside Condominiums Association, Inc., as the insured, as attorney-in-fact for all of the Condominium Unit Owners, which policy or policies shall identify the interest of each Condominium Unit Owner (Owner's name and Unit number designation) and First Mortgagee.

(c) Unit Owners may carry other insurance for their benefit and at their expense, provided that all such policies shall contain waivers of subrogation, and provided further that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

(d) Insurance coverage on furnishings, including carpet, draperies, oven, range, refrigerator, wallpaper, disposal, and other items of personal or other property belonging to an Owner and public liability coverage within each Unit shall be the sole and direct responsibility of the Unit Owner thereof, and the Board of Managers, the Association, and/or the managing agent shall have no responsibility therefor.

(e) In the event that there shall be any damage or destruction to or loss to a Unit which exceeds \$1,000.00 or any damage or destruction to or loss to the Common Elements which exceeds \$10,000.00, then notice of such damage or loss shall be given by the Association to the First Mortgagee of said Condominium Unit within 10 days after the occurrence of such event.

Section 24. Owner's Personal Obligation for Payment of Assessments. The amount of the Common Expenses assessed against each Condominium Unit shall be the personal and individual debt of the Owner thereof. No Owner may exempt himself from liability for his contribution for the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit. The Board of Managers shall have the responsibility to take prompt action to collect any unpaid assessment which remains unpaid for more than 20 days from the due date for payment thereof. In the event of default in the payment of the assessment, the defaulting Condominium Unit Owner shall be obligated to

pay interest at the rate of 10 percent per annum on the amount of the assessment from due date thereof, together with all incurred expenses, including attorneys' fees. A suit to obtain a money judgment for unpaid Common Expenses shall be maintainable without constituting an election of remedies or waiving the lien securing said debt.

Section 25. Assessment Lien.

(a) All sums assessed but unpaid for the share of Common Expenses chargeable to any Condominium Unit shall constitute a lien on such Condominium Unit superior to all other liens and encumbrances, except only for:

(1) Real estate taxes and special assessment liens on the Condominium Unit in favor of any public or quasi-public assessing entity; and

(2) All sums unpaid on a First Mortgage, including advances and all unpaid obligatory sums as may be provided by such encumbrances.

To evidence such lien, the Board of Managers shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of the accrued interest and late charges thereon, the name of the Owner of the Condominium Unit, and a description of the Condominium Unit. Such a notice shall be signed by one of the Board of Managers or by one of the officers of the Association and shall be recorded in the office of the Clerk and Recorder of the County of Adams, Colorado. Such lien shall attach on the date the Notice of Assessment is recorded. Such lien may be enforced by the foreclosure of the defaulting Owner's Condominium Unit by the Association in like manner as a mortgage on real property.

(b) An Owner shall be required to pay the costs, expenses, and reasonable attorneys' fees incurred by the Association in regard to any such default, including the cost of preparation and filing the lien and, in the event of foreclosure proceedings, all additional costs, expenses, and attorneys' fees incurred. An Owner of the Condominium Unit being foreclosed shall be required to pay to the Association the monthly common expense assessment for the Condominium Unit during the period of foreclosure, and the Association shall have the power and authority to bid for the Condominium Unit at a foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote and votes appurtenant to, convey, or otherwise deal with the same during such proceeding and its ownership thereof.

(c) Any encumbrancer holding a lien on a Condominium Unit may pay, but shall not be required to pay, any unpaid Common Expenses payable with respect to such Condominium Unit and, upon such payment, such encumbrancer shall have a lien on such Condominium Unit for the amounts paid of the same rank as the lien of his encumbrance without the necessity of having to record a notice or claim of such lien. Upon request of a Mortgagee of a Condominium Unit, the Association shall furnish a written notice to such Mortgagee of a Condominium Unit of any unpaid assessment remaining unpaid for longer than 60 days after the same is due, or other default of any covenant, condition, obligation, or term of this Declaration, the By-Laws, or the Articles not cured within 60 days, provided, however, that a Mortgagee shall have furnished to the Association evidence of its lien.

(d) Any recorded lien for nonpayment for the Common Expenses may be released by recording a Release of Lien executed by an officer or Manager of the Association.

(e) No additional liens, other than mechanics' liens, assessment liens, or tax liens may be obtained against the Common Elements, except the lien of any mortgage or deed of trust

granted by the Association, to the extent as is or may be permitted by the Declaration, to secure borrowings by the Association.

Section 26. Lien on Individual Units. All taxes, assessments, and Mortgages under Colorado law shall relate only to individual Units and not to the Condominium Project as a whole.

Section 27. Liability for Common Expenses upon Transfer of Condominium Is Joint.

(a) A grantee of a Condominium Unit, except as otherwise provided in Subparagraph (b) of this Section shall be jointly and severally liable with the grantor for all unpaid common expense assessments against the latter for the unpaid common expense assessments up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee therefor, provided, however, that, upon payment of a reasonable fee not to exceed \$20.00 and upon written request, any such prospective grantee shall be entitled to a statement from the Board of Managers or managing agent of the Association, setting forth the amount of the current monthly common expense assessment, the date that such assessment becomes due, and any credits for any advanced payments of Common Expenses and prepaid items, such as insurance premiums, but not including accumulated amounts for reserves, if any, which statement shall be conclusive upon the Association. Unless such request for such a statement shall be complied with within 10 days from receipt thereof, then such requesting grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien therefor, together with all costs of collection, interest, penalties, and reasonable attorneys' fees.

(b) Notwithstanding the terms and conditions of Section 27(a) of this Declaration, supra, in the event of any default on the part of any Owner under any First Mortgage which entitles the holder thereof to foreclose the same, any sale under such foreclosure, including delivery of a deed to the First Mortgagee in lieu of such foreclosure, shall be made free and clear of the provisions of Section 27(a) relating to the liability of a grantee for the unpaid common expense assessments of his grantor. Further, no First Mortgagee shall be liable for any unpaid common expense assessments accruing prior to the time such First Mortgagee becomes the Owner of any Condominium Unit or takes possession of a Condominium Unit pursuant to the remedies provided in its Mortgage, whichever event is later.

Section 28. Encumbrances - Priority. The Owner of a Condominium Unit may create a junior Mortgage, liens, or encumbrances on his Condominium Unit, provided, however, that any such junior Mortgages, liens, or encumbrances shall always be subordinate to the prior and paramount lien of the Association for Common Expenses and the lien of the Recreation Association for Recreation Common Expenses and all of the terms, conditions, covenants, restrictions, uses, limitations, and obligations under this Declaration, the Association's and the Recreation Association's Articles of Incorporation, and By-Laws, and provided further that such junior encumbrancer(s) shall release, for purposes of restoration of any improvements within the Project, all of his right, title, and interest in and to the proceeds under all insurance policies purchased by the Association or the Recreation Association. Such release shall be furnished forthwith by a junior Mortgagee upon written request of the Association and for the Recreation Association and, if such request is not granted, such release may be executed by the Association and for the Recreation Association's attorney-in-fact for such junior Mortgagee.

Section 29. Destruction, Damage, or Obsolescence Association as Attorney-in-Fact. This Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the Project in the event of its destruction, damage,

obsolescence, or condemnation, including the repair, replacement, and improvement of any Condominium Units, Buildings, Common Elements, or other portion of the Project which has been so destroyed, damaged, condemned, or become obsolete. Title to any Condominium Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed or other instrument of conveyance from the Declarant or from any Owner or grantor shall constitute appointment of the attorney-in-fact herein provided. All of the owners irrevocably constitute and appoint the Brookside Condominiums Association, Inc., as their true and lawful attorney in their name, place, and stead for the purpose of dealing with the project upon its damage, destruction, obsolescence, or condemnation as is herein-after provided. As attorney-in-fact, the Association, by its President and Secretary or Assistant Secretary or its other duly authorized officers and agents, shall have full and complete authorization, right, and power to make, execute, and deliver any contract, deed, or other instrument with respect to the interest of a Condominium Unit Owner which are necessary and appropriate to exercise the powers herein granted. In the event that the Association is dissolved or becomes defunct, a meeting of the Condominium Unit Owners shall be held within 30 days of either such event. At such meeting a new attorney-in-fact, to deal with the property upon its destruction, damage, obsolescence, or condemnation, shall be appointed. Said appointment must be approved by the Owners representing an aggregate ownership interest of 75 percent or more of the Common Elements and at least 75 percent of the First Mortgagees of the Condominium Units. Repair and reconstruction of the improvements as used in the succeeding subparagraphs means restoring the improvement(s) to substantially the same condition in which they existed prior to the damage, with each Unit and the General and Limited Common Elements having substantially the same vertical and horizontal boundaries as before, and all improvements being reconstructed or repaired in conformance with the project's original architectural plan and scheme. The proceeds of any insurance collected shall be available to the Association for the purpose of repair, restoration, reconstruction, or replacement unless all of the Owners and all First Mortgagees agree not to rebuild in accordance with the provisions hereinafter set forth.

(a) In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvement(s), shall be applied by the Association, as attorney-in-fact, to such reconstruction, and the improvement(s) shall be promptly repaired and reconstructed. The Association shall have full authority, right, and power as attorney-in-fact to cause the repair and restoration of the improvement(s). Assessments for Common Expenses shall not be abated during the period of insurance adjustments and repair and reconstruction.

(b) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is not more than 70 percent of the total replacement cost of all of the Condominium Units in this project, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association as attorney-in-fact, using the proceeds of insurance and the proceeds of a special assessment to be made against all of the Owners and their Condominium Units. Such special assessment shall be a Common Expense and made pro rata according to each Owner's interest in the Common Elements and shall be due and payable within 30 days after written notice thereof. The Association shall have full authority, right, and power as attorney-in-fact, to cause the repair, replacement, or restoration of the improvement(s) using all of the insurance proceeds for such purpose, notwithstanding the failure of an Owner to pay the assessment. The assessment provided for herein shall be a debt of each Owner and a lien on his Condominium Unit and may be enforced and collected as is provided in Section 26 hereof. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the Condominium Unit of any Owner refusing or failing to pay such

deficiency assessment within the time provided and, if not so paid, the Association shall cause to be recorded a notice that the Condominium Unit of the delinquent Owner shall be sold by the Association, as attorney-in-fact, pursuant to the provisions of this paragraph. Assessments for Common Expenses shall not be abated during the period of insurance adjustment and repair and reconstruction. The delinquent Owner shall be required to pay to the Association the costs and expenses for filing the notice, interest at a rate of 10 percent per annum on the amount of the assessment, and all reasonable attorneys' fees. The proceeds derived from the sale of such Condominium Unit shall be used and disbursed by the Association, as attorney-in-fact, in the following order:

- (1) For payment of the balance of the lien of any First Mortgage;
- (2) For payment of taxes and special assessments liens in favor of any assessing entity and the customary expenses of sale;
- (3) For payment of unpaid Common Expenses and all costs, expenses, and fees incurred by the Association;
- (4) For payment of junior liens and encumbrances in the order of and to the extent of their priority; and
- (5) The balance remaining, if any, shall be paid to the Condominium Unit Owner.

(c) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is more than 70 percent of the total replacement cost of all of the Condominium Units in this Project, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of a special assessment to be made against all of the Owners and their Condominium Units, provided, however, that Owners representing an aggregate ownership interest of 75 percent or more of the Common Elements and at least 75 percent of the First Mortgagees of record may agree not to repair or reconstruct the improvements; and, in such event, the Association shall forthwith record a notice setting forth such fact or facts and, upon the recording of such notice by the Association's President and Secretary or Assistant Secretary, the entire Project shall be sold by the Association pursuant to the provisions of this paragraph, as attorney-in-fact for all of the Owners, free and clear of the provisions contained in this Declaration, the Map, Articles of Incorporation, and By-Laws. Assessments for Common Expenses shall not be abated during the period prior to sale. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each Owner's interest in the Common Elements, and such divided proceeds shall be paid into separate accounts, each such account representing one of the Condominium Units. Each such account shall be in the name of the Association and shall be further identified by the Condominium Unit designation and the name of the Owner. From each separate account the Association, as attorney-in-fact, shall forthwith use and disburse the total amount of each of such accounts, without contribution from one account to another, toward the partial or full payment of the lien of any First Mortgage encumbering the Condominium Unit represented by such separate account. Thereafter, each such account shall be supplemented by the apportioned amount of the proceeds obtained from the sale of the entire property. Such apportionment shall be based upon each Condominium Unit Owner's interest in the Common Elements. The total funds of each account shall be used and disbursed, without contribution from one account to another, by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in Subparagraphs (b)(1) through (5) of this Section. In the event that the damage is to be repaired or reconstruction is to be made, then the provisions of Section 29(b) shall apply.

(d) The Owners representing an aggregate ownership interest of 75 percent or more of the Common Elements in this Project may agree that the Common Elements are obsolete and adopt a plan for the renewal and reconstruction, which plan must have the approval of at least 75 percent of the First Mortgagees of record at the time of the adoption of such plan. If a plan for the renewal or reconstruction is adopted, notice of such plans shall be recorded, and the expense of renewal and reconstruction shall be payable by all of the Owners as a Common Expense, whether or not they have previously consented to the plan of renewal and reconstruction. The Association, as attorney-in-fact, shall have the absolute right and power to sell the Condominium Unit of any Owner refusing or failing to pay such assessment within the time provided and, if not so paid, the Association shall cause to be recorded a notice that the Condominium Unit of the delinquent Owner shall be sold by the Association. The delinquent Owner shall be required to pay to the Association the costs and expenses for filing the notices, interest at the rate of 10 percent per annum, and all reasonable attorneys' fees. The proceeds derived from the sale of such Condominium Unit shall be used and disbursed by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in Subsection (b)(1) through (5) of this Section.

(e) As provided in Section 15(b) hereof, the Owners representing an aggregate ownership interest of 75 percent or more of the Common Elements may agree that the Condominium Project is obsolete and that the same should be sold. Such plan or agreement must have the approval of 75 percent of the First Mortgagees of the Condominium Units. In such instance, the Association shall forthwith record a notice setting forth such fact or facts and, upon the recording of such notice by the Association's President and Secretary or Assistant Secretary, the entire Condominium Project shall be sold by the Association, as attorney-in-fact, for all of the Owners, free and clear of the provisions contained in this Declaration, the Map, the Articles of Incorporation, and the By-Laws. The sale proceeds shall be apportioned among the Owners on the basis of each Owner's interest in the Common Elements, and such apportioned proceeds shall be paid into separate accounts, each such account representing one Condominium Unit. Each such account shall be in the name of the Association and shall be further identified by the Condominium Unit designation and the name of the Owners. From each separate account the Association, as attorney-in-fact, shall use and disburse the total amount (of each) of such accounts, without contribution from one account to another, for the same purposes and in the same order as is provided in Subsection (b)(1) through (5) of this Section.

Section 30. Condemnation. If at any time or times during the continuance of the condominium ownership pursuant to this Declaration all or any part of the Condominium Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions of this Section shall apply:

(a) Proceeds. All compensation, damages, or other proceeds therefrom, the sum of which is hereafter called the "Condemnation Award", shall be payable to the Association.

(b) Complete Taking.

(1) In the event that the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners on the same basis of each Condominium Unit Owner's interest in the Common Elements, provided, however, that, if a standard different from the value of the property as a whole is employed as the measure of the Condemnation Award in the

negotiation, judicial decree, or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

(2) On the basis of the principle set forth in the last preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable in the same manner provided in Section 29(b)(1) through (5) hereof.

(c) Partial Taking. In the event that less than the entire Condominium Project is taken or condemned, sold, or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable the Association shall reasonably and in good faith allocate the Condemnation Award between compensation, damages, or other proceeds and shall apportion the amounts so allocated among the Owners as follows: (a) The total amount allocated to taking of or injury to the Common Elements shall be apportioned among the Owners on the basis of each Owner's interest in the Common Elements; (b) the total amount allocated to severance damages shall be apportioned to those Condominium Units which were not taken or condemned; (c) the respective amounts allocated to the taking of or injury to a particular Unit and to the improvements an Owner has made within his own Unit shall be apportioned to the particular Unit involved; and (d) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If the allocation of the Condemnation Award is already established in negotiations, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be disbursed as soon as practicable in the same manner provided in Section 29 (b)(1) through (5) hereof.

(d) The Association shall notify all Owners and all First Mortgagees registered pursuant to Section 33 hereinbelow of the commencement of any condemnation proceedings pursuant to the provisions of said Section 33.

(e) Notwithstanding the provisions contained in this Section, no provision or term hereof shall be construed to give an Owner, the Association, or any other party priority over any rights of a First Mortgagee of a Unit, pursuant to its Mortgage, in the case of a distribution to such Owner of all or a portion of a Condemnation Award.

Section 31. Reorganization. In the event a partial taking results in the taking of a complete Unit, the Owner thereof automatically shall cease to be a member of the Association, shall cease to hold any right, title, or interest in the remaining Common Elements, and shall execute any and all documents necessary to accomplish the same. Thereafter, the Association shall reallocate the ownership, voting rights, and assessment ratio in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Owners and to First Mortgagees of remaining Units for amendment of this Declaration as provided in Section 20.

Section 32. Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Section 29 hereof.

Section 33. Registration of Mailing Address. Each Owner shall register his mailing address and the name and address of his First Mortgagee, if any, with the Association, and notices or demands intended to be served upon an Owner shall be sent by mail, postage prepaid, addressed in the name of the Owner and

First Mortgagee at such registered address. Copies of such notices shall be sent to First Mortgagees in a like manner, except when such notices pertain to matters specifically relating to Mortgage(s), in which case such notice shall be sent by certified mail, return receipt requested, or registered mail.

Section 34. Period of Condominium Ownership. The separate condominium estates created by this Declaration and the Map shall continue until this Declaration is revoked in the manner and as provided in Section 20 of this Declaration or until terminated in the manner and as is provided in Section 29 and 30 of this Declaration.

Section 35. Assessment Reserves and Working Capital Account. Each Owner, other than the Declarant, shall be required to deposit at time of initial purchase and thereafter to maintain with the Association the sum of \$150, which sum shall be used by the Board of Managers as a reserve for paying such Owner's monthly common expense assessment, for capital repairs and/or replacements, purchase of equipment, and for extraordinary Common Expenses. Such advance payment shall not relieve an Owner from making the regular monthly common expense assessment as the same come due. Upon the sale of his Condominium Unit, an Owner shall be entitled to a credit from his grantee from any unused portion thereof. Failure to so maintain said fund shall constitute a default on behalf of an Owner and the Association shall be entitled to proceed under the remedies granted to it in Section 19, *supra*. Any interest accruing on such deposit shall not be required to be distributed by the Association. However, such interest, if any, for tax purposes is hereby recognized and declared to be a constructive receipt received by an Owner.

Section 36. Restrictive Covenants and Obligations.

(a) Subject to subparagraph (b) hereof, the Condominium Project is hereby restricted to residential dwellings for residential use and uses related to the convenience and enjoyment of such residential use. No residential buildings other than Buildings shown on the Map shall be erected or constructed on the Condominium Project except by vote of the majority in interest of the Condominium Unit Owners. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used or permitted to be kept or stored on any portion of the Condominium Project at any time, either temporarily or permanently.

(b) Notwithstanding any provisions herein contained to the contrary, it shall expressly be permissible for the Declarant, his agent, employees, and contractors to use and maintain, at no cost, during the period of sale of the Condominium Units, upon such portion of the Condominium Project as Declaration may choose, including any of the recreational facilities, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient, or incidental to the construction and sale or rental of Condominium Units, including, but without limitation, a business office, storage area, construction yards, signs, model units, sales office, construction office, parking areas, and lighting.

(c) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the Condominium Project, except that not more than two dogs, cats, or other household pets may be kept, provided, however, that the right to keep a household pet shall be coupled with the responsibility to pay for any damage caused by an Owner's pet. Every owner of a pet shall maintain strict control over his pet and shall prohibit the pet from making loud, disturbing noises or any other behavior reasonably annoying to other Owners. The Association may adopt rules and regulations to supplement this covenant.

(d) No advertising signs (except as permitted in certain areas periodically designated by the Association's Board of Managers), unsightly objects, or nuisances shall be placed

placed, or permitted to remain on the Condominium Project, nor shall the Condominium Project be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Condominium Unit or any resident thereof. Further, no business activities of any kind whatever shall be conducted in any Building or in any portion of the Condominium Project except those permitted by law and the Board of Managers (the exercise of its discretion may be inconsistent), provided, however, that the foregoing restriction shall not apply to the business activities, signs, and improvements, if any, of the Declarant, its agents, contractors, and assigns during the sale and rental period.

(e) No nuisance shall be allowed on or in the Condominium Project, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful enjoyment or possession and proper use of the Condominium Project. All parts of the Condominium Project shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage be allowed to accumulate nor any fire hazard to exist.

(f) No immoral, improper, offensive, or unlawful use shall be permitted or made of any part of the Condominium Project. All valid laws, ordinances, and regulations of all governmental bodies having jurisdiction shall be observed.

(g) Except for those improvements erected or installed by the Declarant, no exterior additions to, alterations of, or decoration of any Buildings, nor changes in fences, hedges, walls and other structures shall be commenced, erected, or maintained without the prior written approval of the Association's Board of Managers.

(h) No commercial type vehicles, campers, trailers, boats, recreational vehicles, and no trucks shall be stored or parked on the Common Elements nor shall they be parked on any common driveway except while engaged in transport to or from a Building.

(i) All unused automobiles or vehicles of any kind, except as hereinafter provided, shall not be stored or parked on any portion of the Condominium Project. "Unused vehicles" shall be defined as any vehicle which has not been driven under its own propulsion for a period of three weeks or longer. A written notice describing the "unused vehicle" and requesting removal thereof may be personally served upon the owner or posted on the unused vehicle and, if such vehicle has not been removed within 72 hours thereafter, the Association shall have the right to remove the same without liability to it, and the expense thereof shall be charged against the owner of the vehicle. If such owner shall be a member of the Association, the cost thereof shall be added to his next assessment due.

(j) Nothing shall be done or kept in any Condominium Unit or in or on the Common Elements, or any part thereof, which would result in the cancellation of the insurance on the Project, or any part thereof, or increase in the rate of insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written approval of the Association. Nothing shall be done or kept in any Condominium Unit or in or on the Common Elements, or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit, or other imposed requirement of any governmental body. No damage to or waste of the Common Elements, or any part thereof, shall be committed by an Owner or by any member of the Owner's family or by any guest, invitee, or contract purchaser of an Owner and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from such damage or waste caused by him, the members of his family, or his guests, invitees, or contract purchaser of an Owner.

(k) Without the prior written approval of the Association, no exterior television, radio, or other communication antennas or aerials of any type shall be placed, allowed, or maintained on any portion of the Common Elements or the Project.

(l) The Owner of a Condominium Unit shall have the right to lease his Condominium Unit under the following conditions:

(1) No Owner may lease less than his entire Condominium Unit;

(2) All leases shall be in writing;

(3) All leases shall provide that the terms of the lease and lessee's occupancy of the Condominium Unit shall be subject in all respects to the provisions of this Declaration and to the provisions of the Articles of Incorporation and By-Laws of the Association. Any failure by the lessee to comply therewith shall be a default under the lease. Any Owner who leases his Condominium Unit shall, within 10 days after the execution of such lease, forward a copy of the same to the Association or the Association's managing agent.

(4) Except for a First Mortgagee in possession of a Condominium Unit following the default under its Mortgage or in connection with foreclosure proceedings or any deed or other arrangement in lieu of foreclosure proceedings by such First Mortgagee, no Owner may lease his Condominium Unit for transient or hotel purposes.

(m) Additional and supplemental rules and regulations may be adopted by the Board of Managers concerning and governing the use of the General and Limited Common Elements, provided, however, that such rules and regulations shall be furnished to Owners prior to the time that they become effective and that such rules and regulations shall be uniform and nondiscriminatory except to the extent the Board has discretionary rights specifically given to it in this Declaration.

Section 37. General Reservations.

(a) Notwithstanding any other provisions expressly or impliedly to the contrary contained in this Declaration, the Articles of Incorporation, or By-Laws of the Association, Declarant reserves the right to elect the Board of Managers of the Association until a date which is either 1) 120 days after the date by which 75 percent of the Units in the Project have been conveyed to Unit purchasers or 2) 7 years from the date that the first unit in the Project is conveyed to a Unit Purchaser, whichever occurs first.

(b) Notwithstanding any other provisions expressly or impliedly to the contrary contained in this Declaration, the Articles of Incorporation, or By-Laws of the Recreation Association, the Declarant reserves the right to elect the board of directors of the Recreation Association until a date which is either 1) 120 days after the date by which 75 percent of the Units in the Project have been conveyed to Unit purchasers or 2) 7 years from the date that the first unit in the Project is conveyed to a Unit Purchaser, whichever occurs first.

(c) Notwithstanding any other provisions expressly or impliedly to the contrary contained in this Declaration, Declarant reserves the exclusive right to act as or appoint and discharge, from time to time, the managing agent until a date which is either 1) 120 days after the date by which 75 percent of the Units in the Project have been conveyed to Unit purchasers or 2) 7 years from the date that the first unit in the Project is conveyed to a Unit Purchaser, whichever occurs first.

Section 38. Acceptance of Provisions of All Documents. The conveyance or encumbrance of a Condominium Unit shall be deemed to include the acceptance of all of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association and the Recreation Association; and rules and regulations and Management Agreement and shall be binding upon each grantee without the necessity of inclusion of such an express provision in the instrument of conveyance or encumbrance.

Section 39. Enlargement of Project in Phases by Declarant; Association's Right to Acquire Additional Property.

(a) Declarant reserves the right to enlarge this project in phases to include an additional building or buildings of the same general type as the Buildings containing the Condominium Units by submitting to this Project, from time to time, a Supplemental Condominium Map and Statement of Annexation, including all or part of the real property described in Exhibit D attached hereto and by reference incorporated herein. Nothing in this Declaration shall be interpreted as obligating Declarant to enlarge this Project. Declarant reserves the right to use real property described in Exhibit D for purposes other than enlarging this Project. Phase I consists of the real property described in Exhibit A together with the improvements thereon, which, pursuant to Section J of this Declaration has been divided into 12 fee simple estates. It is anticipated that Phases II, III, IV, V, VI, VII, VIII and IX if constructed, shall add a maximum of 12, 12, 14, 14, 14, 14, 14, and 14 fee simple estates, respectively to the Project. Nothing contained herein shall obligate Declarant to construct Phases II, III, IV, V, VI, VII, VIII and IX or annex such phases to this Project if so constructed. Each such Supplemental Condominium Map and Statement of Annexation shall describe each condominium unit in the same manner as is set forth in this Declaration, and each such unit and building designation shall be dissimilar to any other unit and building designation in the Project. The real property described on each such Supplemental Condominium Map and the improvements thereon shall be divided into the fee simple estates as set forth thereon, and all the provisions contained in this Declaration shall be applicable to such additional fee simple estates and Condominium Units created thereby. All conveyances of Condominium Units after such expansion shall be effective to transfer the rights in the Condominium Project as expanded, by use of the form of description set forth in Section 5 hereof, with additional references to the Statement of Annexation and Map.

(b) The Owners of each additional Condominium Unit brought into the Project by Statement(s) of Annexation and Supplemental Condominium Map(s) shall be entitled to the same voting privileges in the Association as the initial Owners of the property described in Exhibit A hereto. The Owner's interest in the Common Elements (as they may be expanded by Declarant as above-described) shall not exceed nor be less than the following percentages set forth below opposite the respective phases, if constructed:

- (1) If Phase II is added:
Maximum - 5.0%; Minimum - 3.2%.
- (2) If Phases II and III are added:
Maximum - 3.5%; Minimum - 1.9%.
- (3) If Phases II, III and IV are added:
Maximum - 2.7%; Minimum - 1.4%.
- (4) If Phases II, III, IV, and V are added:
Maximum - 2.2%; Minimum - 1.1%.

- (5) If Phases II, III, IV, V and VI are added:
Maximum - 1.9%; Minimum 0.8%.
- (6) If Phases II, III, IV, V, VI and VII are added:
Maximum - 1.6%; Minimum - 0.7%.
- (7) If Phases II, III, IV, V, VI, VII and VIII are added:
Maximum - 1.3%; Minimum - 0.6%.
- (8) If Phases II, III, IV, V, VI, VII, VIII and IX is added:
Maximum - 1.2%; Minimum - 0.5%.

No enlargement to the Project by the construction of additional phases by Declarant or any successor or assign shall be permissible after seven years subsequent to the effective date of this Declaration.

(c) Any assessments made by the Association upon the Owners for Common Expenses relating to Common and Limited Elements added to the Project in conjunction with the construction of additional phases or otherwise shall be made in proportion to each such Owner's "Percentage of Responsibility" as may be set forth in Exhibit B hereto or similar exhibit attached to any "Statement(s) of Annexation" prepared and recorded by Declarant, its successors or assigns.

(d) New additions of General and Limited Common Elements, including real property and tangible or intangible personal property, may be constructed or acquired by the Association, and the Association may dispose of the same by sale or otherwise. The beneficial interest in any such property shall be owned by all of the Owners in the same proportion as their respective interests in the General Common Elements, as described on Exhibit B or similar exhibit attached to any Statement(s) of Annexation as may be prepared and recorded by Declarant, its successors and assigns, and such interest thereon shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each Owner may use such property in accordance with the purpose for which it is intended without hindering or encroaching upon the lawful rights of the other Owners. Except for property, additions, repairs, and replacements which the Association is otherwise specifically authorized or required to hold under other provisions of the Declaration or By-Laws, the approval requirements regarding capital expenditures in excess of a certain percentage of the annual budget shall apply to any such acquisition of new Common Elements. The power of any Owner to vote in Association matters as provided by the By-Laws shall not be changed solely by reason of the acquisition of such additional General or Limited Common Elements by the Association.

Section 40. General

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

(b) "Declarant" as used herein means the named Declarant, its successors and assigns.

EXHIBIT A

TO

CONDOMINIUM DECLARATION

FOR

BROOKSIDE CONDOMINIUMS

DESCRIPTION

2, Block 2, BROOKSIDE SUBDIVISION AMERCO, City of Thornton, County of Adams, State of Colorado, more described as follows:

to the Southwest corner of said Lot 2; thence N 06°25'40" E, (bearings are based on the plat of BROOKSIDE (AMCO), along the South line of said Lot 2, a distance of 51.37'; thence N 0°17'01" W, a distance of N 09°42'59" E, a distance of 50.00'; thence S 45°17'01" E, a distance of 18.24'; thence S 0°17'01" E, 18.49' to said South line; thence N 06°25'40" E, a distance of 82.00' to the Southeast corner of said along the East and North boundary of said Lot 2 the following (11) courses and distances: (1) N 8°30' thence (2) N 09°42'59" E, 1.92'; thence (3) N 0°17'01" W, 27.67'; thence (4) S 09°42'59" W, 4.91' thence W, 11.00'; thence (6) N 15°42'59" E, 29.64'; thence (7) N 09°42'59" E, 4.43'; thence (8) N 0°17'01" W, (9) S 09°42'59" W, 1.04'; thence (10) N 15°42'59" E, 27.05'; thence (11) S 09°42'59" W, 64.00'; thence a distance of 24.17'; thence S 09°42'59" W, a distance of 50.00'; thence N 0°17'01" W, a distance of North line of said Lot 2; thence along the North and West lines of said Lot 2, the following (3) courses (1) S 09°42'59" W, 108.00'; thence (2) S 55°11'09" W, 88.13' to a point on a curve; thence (3) along curve to the right having a radius of 690.00', a central angle of 21°10'30", an arc distance of 255.01' BEGINNING, containing 47,568 square feet (1.09 acres) more or less.

EXHIBIT B
TO
CONDOMINIUM DECLARATION
FOR
BROOKSIDE CONDOMINIUMS

The real property described in Exhibit A to this Declaration is hereby divided into the following fee simple estates in land:

(a) Twelve (12) fee simple estates consisting of 12 separately designated Units, each such Unit being identified by number on the Map.

(b) The remaining portion of the entire premises referred to as the Common Elements shall be held in fee simple as tenants in common by the Owners, with each such undivided interest being appurtenant to one of the 12 Units. Declarant does hereby establish each undivided interest in the Common Elements appurtenant to each of the Units as follows:

<u>UNIT NUMBER</u>	<u>APPURTENANT UNDIVIDED INTEREST IN COMMON ELEMENTS</u>
7	8.484%
8	8.484%
9	0.484%
10	8.484%
11	8.261%
12	8.261%
13	8.261%
14	8.261%
15	9.840%
16	7.315%
17	9.006%
18	6.860%
Total	100.00%

EXHIBIT D

2002 620

TO

CONDOMINIUM DECLARATION

FOR

BROOKSIDE CONDOMINIUMS

Real Property which Declarant may include in future phases shall be:

A part of the SW 1/4 of Section 22, Township 2 South, Range 68 West, of the 6th P.M., City of Thornton, County of Adams, State of Colorado, being more particularly described as follows:

Lots 3 and 4, Block 2 of Brookside Subdivision according to the Subdivision map recorded in the records of the Clerk and Recorder, Adams County, Colorado at Reception No. B505107, File No. 16, Map No. 97 and as thereafter amended.