

**Amended Declaration
of
Covenants, Conditions, and Restrictions
of
Minotaur Village Homeowners Association**

**A
Condominium Community
Located in the City of Lafayette
County of Boulder
State of Colorado**

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A Note to the Members of the Minotaur Village Homeowners Association

This document is a restoration of the original *Amended Declaration of Covenants Conditions and Restrictions* that was filed with Boulder County on June 21, 1982.

The original document was electronically scanned and reformatted to provide legible copies to the community and to post on the Minotaur Village Web site. This document and other governing documents are located at www.minotaurvillage.org.

THIS DECLARATION, made on the date hereinafter set forth by MINOTAUR VILLAGE VENTURE, a joint venture, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Lafayette, County of Boulder, State of Colorado which is more particularly described as:

All of Lots 3 and 4, Minotaur Village, a Subdivision in the County of Boulder, State of Colorado, according to the recorded plat thereof, more particularly described as follows:

Commencing at the Southeast Corner of the NW; of the NA of Section 10, T1S, R69W of the 6th P.M.; thence N89° 42' 03" W, 759.10 feet along the South line of the NA of the NW ¼ of said Section 10 to the Southwest Corner of said Minotaur Village, thence N11° 01' 00" E, 267.26 feet along the Westerly line of said Minotaur Village to a point of curve to the left, thence Northerly, 41.00 feet along the arc of said curve to the left and along the Westerly line of said Minotaur Village to the Southwest Corner of said Lot 3 and the TRUE POINT OF BEGINNING; said arc having a radius of 680.00 feet, a central angle of 03° 27' 17" and being subtended by a chord that bears N9° 17' 22" E, 40.99 feet;

Thence Northerly, 124.08 feet along the arc of said curve to the left and along the Westerly line of said Lots 3 and 4 to a point of reverse curve, said arc having a radius of 680.00 feet, a central angle of 10° 27' 16" and being subtended by a chord that bears N02° 20' 05" E, 123.91 feet;

Thence Northeasterly, 15.20 feet along the arc of said reverse curve and along the Northwesterly line of said Lot 4 to a point tangent said arc having a radius of 10.00 feet, a central angle of 87° 05' 33" and being subtended by a chord that bears N40° 39' 14" E, 13.78 feet;

Thence N84° 12' 00" E, 204.00 feet along the Northerly line of said Lot 4 to the most Northerly Corner thereof:

Thence S05° 48' 00" E, 20.49 feet along the Easterly line of said Lot 4 to the most Easterly Corner thereof:

Thence Southwesterly, Southerly and Southeasterly, 115.27 feet along the arc of a curve concave to the East and along the Easterly lines of said Lots 3 and 4 to a point of reverse curve, said arc having a radius of 50.00 feet, a central angle of 132° 05' 26" and being subtended by a chord that bears S18° 09' 17" W, 91.39 feet;

Thence Southeasterly and Southerly, 21.03 feet along the arc of said reverse curve and along the Easterly line of said Lot 3 to a point tangent, said arc having a radius of 25.00 feet, a central angle of 48° 11' 23" and being subtended by a chord that bears S23° 47' 44" E, 20.41 feet;

Thence S00° 17' 57" W, 73.10 feet along the Easterly line of said Lot 3 to the Southeast Corner thereof;

Thence N74° 14' 23" W, 48.76 feet along the Southerly line of said Lot 3;

Thence N89° 42' 03" W, 47.00 feet along the Southerly line of said Lot 3;

Thence N63° 34' 11" W, 51.38 feet along the Southerly line of said Lot 3;

Thence N82° 26' 17" W, 59.00 feet along the Southerly line of said Lot 3 and the TRUE POINT OF BEGINNING.

Additional real property may be annexed to and become a part of Minotaur Village Condominiums and the purposes and powers set forth herein shall apply in full to such annexed real property which is more particularly described in the *Declaration of Covenants, Conditions and Restrictions* of Minotaur Village Condominiums, Exhibit 1 thereof.

WHEREAS, Declarant desires to establish a plan of condominium ownership on the subject property pursuant to the Colorado Condominium Ownership Act, Article 33 of Chapter 38, C.R.S. (1973) as amended and

WHEREAS, Declarant intends to enlarge this condominium project by submitting to it additional lands with additional buildings containing additional units, to a maximum of one hundred fourteen (114) units; the property intended to be added is more particularly described on Exhibit 1 attached hereto and incorporated by reference.

WHEREAS, Declarant does hereby establish a plan for the, separate fee simple ownership of real property estates consisting of individual air space units, as hereinafter described, and the co-ownership by, the individual and the separate owners thereof, as tenants in common of all of the remaining portions of the property, which is hereinafter defined and referred to as the Common Elements; and Declarant defines the character, duration, rights, obligations and limitations of such ownership;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I - Definitions

Unless the context shall expressly provide otherwise, the following definitions shall apply:

1.1 Unit

Unit means an individual air space unit which is contained within the finished perimeter walls, floors, ceilings, windows and doors of such Unit in a building as shown on the Map to be filed for record, together with all fixtures and improvements therein contained but not including any of the structural components or other common elements of the building, if any, which may be situated within a unit; the term unit shall also include the air space contained within the finished interior perimeter walls, floors, ceilings and doors of any enclosed garage indicated on the Map as appurtenant to the dwelling portion of such unit, which garage may or may not be contiguous to such dwelling portion.

1.2 Owner

Owner means the Person or Persons, as hereinafter defined, owning a Unit in fee simple together with an undivided interest in fee simple in the Common Elements in the percentage specified and established in this Declaration, including the Declarant so long as any Condominium Unit, as hereinafter defined, is owned by Declarant, and including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.3 Common Elements

Common Elements means and includes all of the Condominium Project and all the improvements now or hereinafter constructed thereon; excluding the Units. The Common Elements shall consist of the General 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.

1.4 General Common Elements

General Common Elements means all of the Project, as hereinafter defined; except the portions thereof which constitute Units of Limited Common Elements, 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; repairs or safety of a Building or any part thereof or any other Unit therein. Without limiting the generality of the foregoing; the following shall constitute General Common Elements:

- a. all of the land and easements which are part of the Property;
- b. all foundations; columns; girders, beams and supports of a Building;
- c. the exterior walls of a Building; the main or bearing walls within a Building; the main or - bearing sub flooring and the roofs of a Building;

- d. all other parts of the Project necessary in common use or convenient to its existence, maintenance and safety.

1.5 Condominium Unit

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 binders by this Declaration.

1.6 Entire Premises, Condominium Unit, Property, Condominium Project, or Project

Entire Premises, Condominium Unit, Property, Condominium Project, or Project means all of the land, the improvements, structures, and building thereon, and all rights, easements and appurtenances belonging thereto.

1.7 Common Expenses

Common Expenses means and includes:

- a. all sums lawfully assessed against the Owners by the Board; as hereinafter defined;
- b. expenses or liabilities incurred in the administration; maintenance; repair or replacements of the Common Elements; including any assessments for the creation and maintenance of reserves;
- c. expenses declared Common Expenses by provisions of this Declaration and the *Bylaws*; and
- d. expenses agreed upon as Common Expenses by a vote of the Owners representing an aggregate ownership interest of at least two-thirds (2/3) of the Common Elements owned by owners other than Declarant and 100% of the Class B members.

1.8 Association of Unit Owners or Association

Association of Unit Owners or Association means the Minotaur Village Homeowners Association Colorado Corporation not for profit, its successors and assigns; the *Articles of Incorporation and Bylaws* of which shall govern the administration of this condominium property and the members of which shall be all of the Owners of the Condominium Units.

1.9 Buildings

Buildings means the building improvements which contain the Condominium Units

1.10 Condominium Map or Map

Condominium Map or **Map** means the surveyor's survey of the property locating thereon the improvements; the floor and elevation plans and any other drawings or diagrammatic plans depicting all or a part of the property.

1.11 Limited Common Elements

Limited Common Elements means those Common Elements which are reserved or to use certain Owners to the exclusion of the others, including but not limited to, certain balconies, porches, patios, parking spaces, and garages.

1.12 Person

Person means an individual, corporation, partnership, combination, association, trustee or any other legal entity.

1.13 Mortgage and Morgagee

Mortgage means and includes any mortgage, deed of trust or other assigned or security instrument creating a lien on any Condominium Unit. Mortgage shall also mean and refer to any executory land sales contract wherein the Administration of Veterans Affairs, an Officer of the United States of America, is identified as the seller, whether such contract is recorded or not and whether such contract is owned by the said Administrator or has been assigned by the said Administrator and is owned by the Administrator's assignee or by a remote assignee and the land records in the office of the Clerk and Recorder of Boulder County, Colorado, show the said Administrator as having the record title to the Condominium Unit. **Morgagee** shall mean and refer to any Person named as a Morgagee or beneficiary any Mortgage (including the Administrator of Veterans Affairs, an Officer of the United States of America, and his assigns under any executory land sales contract wherein the said Administrator is identified as seller, whether such contract is recorded or not and the land records in the office of the Clerk and Recorder of Boulder County, Colorado, show the said Administrator as having the record title to the Condominium Unit) under which the interest of any Owner is encumbered, or any successor to the interest of any such Person under such Mortgage.

1.14 Board of Directors or Board

Board of Directors or **Board** means the governing body of the Association.

1.15 Managing Agent

Managing Agent means the independent contractor employed by the Board to perform the management and operational functions of the Condominium Project.

1.16 Bylaws

Bylaws means the bylaws of the Association.

1.17 Articles

Articles means the *Articles of Incorporation* of the Association.

1.18 Guest

Guest means any agent, employee, tenant, guest, licensee or invitee of an Owner.

1.19 Declarant

Declarant means the Declarant named herein and such successor or successors as may be designated hereafter by Declarant by written notice duly recorded.

1.20 Declaration

Declaration means this Declaration together with any supplement or amendment hereto recorded in the office of the Clerk and Recorder of Boulder County, Colorado.

ARTICLE II - Condominium Map or Map

The map shall be recorded with the Boulder County Clerk and Recorder prior to the first conveyance of any Condominium Unit. The map shall properly locate each Condominium Unit and shall depict and show at least the following: the legal description of the land and a survey thereof; the locations of the Buildings and ether description of the land and a survey thereof; the locations of the Buildings and other improvements both' horizontally and vertically; floor and elevation plans of the Buildings showing the Building and Unit designations and the horizontal and vertical locations and dimensions of each Unit and of the Limited Common Elements; the thickness of the common walls between or separating the Units; the location of any structural components or supporting elements of the Buildings; and such other information as the Declarant may in its discretion include therein. Minor variations in Unit dimensions caused by the presence of structural components of Common Elements within such Units may be designated generally by annotation on the Map, and the use of such general designation rather than any more specific description shall not operate to alter the common ownership of the Common Elements nor to vest any greater interest in such Common Elements in any particular Unit Owner.

The Map shall contain the certificate of registered land surveyor certifying that the Map fully and accurately depicts and describes the foregoing information.

Declarant hereby reserves unto itself and the Board, the right, from time to time, on or before January 1, 1986, without the consent of any Owner being required, to amend the Map and supplement(s) thereto, to conform the Map to the actual location of any of the constructed improvements, to establish, vacate and relocate utility easements, access road easements and declarant owned garages or parking spaces, and to establish certain General Common Elements as Limited Common Elements, provided, however, that: any such amendment, confrontation,

establishment, vacation and relocation shall have been approved in writing in advance of such action(s) by the Veteran's Administration

In interpreting any and all provisions of this Declaration or the Bylaws, subsequent to deeds to and/or Mortgages of Condominium Units, the actual location of a Unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered, notwithstanding any minor deviations from the location of such Unit indicated on the Map.

ARTICLE III - Nature and Incidents of Condominium Ownership

3.1 Division of Property into Condominium Ownership

The Entire Premises are hereby divided into the following estates in fee simple absolute:

Twelve (12) separate estates in fee simple absolute, each estate consisting of One (1) Unit together with an appurtenant undivided Twelfth (1/12) interest in and to the Common Elements. The Common Elements shall be held by the Owners of such Condominium Units as tenants in common and not as joint tenants.

3.2 Reservation to Enlarge and Supplement Condominium Project

- a. Declarant, for itself, its successors and assigns, shall have and hereby expressly reserves the right to enlarge this Condominium Project by annexing and submitting hereto, within four (4) years from the date of recordation: of this Declaration, all or a part of the real property, and improvements thereon, described on Exhibit I hereto. All such annexations must be according to a general plan approved by the Veterans Administration. Such additions shall be expressed in and by duly recorded Supplement(s) to this Declaration and by filing for record of additional-sections) or supplement(s) to the Map. The reference to the Map and Declaration in any instrument shall be deemed to include any supplement to the Map and Declaration without specific reference thereto.
- b. Upon Declarant's annexation of additional property to this Declaration and the filing of the supplemental condominium map thereof, the undivided interest in the Common Elements (including all Common' Elements located on the Property described on Page One hereof, all Come, Elements located on the additional property contained in such annexation and all Common Elements contained in any other property annexed to this Declaration prior to such annexation) appurtenant to each Condominium Unit shall automatically be reduced to a fraction, the numerator of which shall be the number one (1) and the denominator of which shall be the total number of Condominium Units constructed and closed, up to a maximum of one hundred fourteen (114) units then subject to this Declaration, and the undivided interest in the Common Elements appurtenant to each Condominium Unit described in and annexed by such supplemental condominium map shall be the same fraction. The new

undivided interest in the Common Elements for the Condominium Units initially created by this Declaration and for the Condominium Units annexed by such supplemental condominium map shall be set forth in the supplement to this Declaration annexing such additional real property. The maximum undivided interest in the Common Elements for each of the Condominium Units initially created by this Declaration shall be 1/12 and the minimum undivided interest in the Common Elements for all Condominium Units in the entire Condominium Project after all of the real property described on Exhibit I hereto has been annexed shall be 1/114.

- c. Except as may be otherwise provided by the provisions of such Supplements(s) to this Declaration, all of the provisions contained in this Declaration shall be applicable to such additional Condominium Units submitted to this Condominium Project.
- d. As additional Condominium Units are submitted to this Condominium Project and in order that the Common Expenses of the Condominium Project be shared equitably by the Owners of the initially submitted Condominium Units and the Owners of all subsequently submitted additional Condominium Units, the Common Expenses shall be shared pro rata according to the undivided interests of the Owners in the Common Elements after such annexation. Each Condominium Unit in the Condominium Project, regardless of the number of Owner shall be entitled to one vote which shall not change by the enlargement of the Condominium Project or otherwise.
- e. Annexations to this Declaration pursuant to this Section will contain new additions to the General and Limited Common Elements which additions may contain any or all of the types of General and Limited Common Elements described herein. Notwithstanding any such annexation, each Owner (regardless of whether such Owner is the owner of a Condominium Unit enumerated on page one herein above or is the owner of a Condominium Unit contained in an annexation) shall remain fully liable in accordance with the provisions hereof with respect to his obligation for the payment of the Common Expenses of the Association, including the expenses for such new General and Limited Common Elements and new recreational facilities, costs and fees, if any.
- f. It is contemplated that additional property described on Exhibit I will ultimately be annexed to this Condominium Project, but Declarant, its successors and assigns, shall have no affirmative obligation to do so. The rights of Declarant, its successors and assigns, as described herein shall apply to all properties which are added to this Condominium Project in accordance with these provisions relating to enlargement thereof.

3.3 Title

Title to a Condominium Unit may be held or owned by any Person or entity in any manner in which title to real property may be held or owned in the State of Colorado.

3.4 Transferability

Except as hereinafter expressly provided to the contrary, title to any Condominium Unit shall be freely transferable in accordance with applicable law; and sale thereof shall not be subject to any right of first refusal, first option to purchase or other similar restriction to favor of any Owner, the Association or Declarant.

3.5 Inseparability

No part of a Condominium unit or of the legal rights comprising ownership thereof may be separated from any other part thereof during the period of Condominium ownership hereby prescribed. Each Unit and the undivided interest in the Common Elements appurtenant thereto shall always be conveyed, devised, encumbered and otherwise affected as a Condominium Unit only. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Condominium Unit or any part thereof shall constitute a gift, devise, bequest, transfer, encumbrance, conveyance or disposition, respectively, of the entire Condominium Unit, together with all appurtenant rights created by law or by this Declaration.

3.6 Nonpartitionability

The Common Elements shall be owned in common by all of the Owners of the Units and shall remain undivided, and no Owner shall bring any action for partition or division of the Common Elements.

3.7 Separate Assessment and Taxation, Notice to Assessor

Declarant shall give notice to the Boulder County Assessor of the creation of Condominium ownership of this property, as it, provided by law, so that each Unit and its appurtenant undivided interest in the Common Elements shall be deemed a separate parcel and subject to separate assessment and taxation.

3.8 Limited Common Elements

A portion of the Common Elements is reserved for the exclusive use of the individual Owners of the respective Units associated therewith, and such areas are designated as the "Limited Common Elements". The Limited Common Elements so reserved are the yards, balconies, patios and individual parking places and storage spaces as shown on the Map. Each such yard, balcony, patio, individual parking space or carport is reserved to the exclusive use of the Owner of the Unit which has immediate access to, is associated with and adjoins said yard, balcony, patio, individual parking space or carport.

3.9 Use of General and Limited Common Elements

Each Owner shall be entitled to exclusive ownership and possession of his Unit. Each Owner has the exclusive right to use the Limited Common Elements appurtenant to his Unit. Each Owner has the nonexclusive right to use the Common Elements in accordance with the purposes for which any such elements are intended without hindering or encroaching upon the lawful rights of the other Owners.

3.10 Easements for Encroachments

In the event any portion of the Common Elements encroaches or shall in the future encroach upon any Unit or any Unit encroaches or shall in the future encroach upon the Common Elements or another Unit as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements, a valid easements for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists. Such encroachments and easements shall not be considered or determined to impair or otherwise adversely affect the marketability of title of either the Common Elements or the Condominium Units.

3.11 Owner's Right to Ingress and Egress and Support

Each owner shall have a right of vehicular and pedestrian ingress and egress over, upon and across the common elements as is reasonable and necessary to have access to his unit, his garage(s), and parking area(s), the recreation facilities, and a public street or road, and shall have the right to horizontal and lateral support of his unit.

3.12 Easements of Access for Repair, Maintenance, and Emergencies

The Owners shall have the irrevocable right, to be exercised by the Board of Managers of the Association, to have such access to each unit from time to time during reasonable hours as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Elements situated therein or there under to prevent damage to the Common Elements or to another Unit or Units.

Damage to the interior of 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 insistence of the Association shall be a Common Expense of all of the Owners; provided, however, that if such damage is the result of the negligence of a Unit Owner, then such Unit Owner shall be responsible for all of such damage. Restoration of the damaged improvements shall be to substantially the same condition as that of such improvements prior to the damage.

3.13 Association's Right to Use of Common Elements

The Association shall have a nonexclusive right and easement 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.

3.14 Declarant's Rights Incident to Initial Construction and Subsequent Repair and Renovation

Declarant, and its employees and agents, shall have the right of ingress and egress over, upon and across the Common Elements and the rights to store materials and equipment thereon and to make such other use thereof as may reasonably be

necessary incident to the completion of the construction and any subsequent repair or renovation of the project or any phase thereof until such time as all phases are completed. In addition, Declarant shall have the right to maintain a sales office or offices and to post advertising signs upon the property until all Units have been constructed and sold or one (1) year after completion of all construction, whichever first occurs.

3.15 Owner's Maintenance Responsibility of Unit and Appurtenant Limited Common Elements

For purposes of maintenance, repair, alteration and remodeling, an Owner shall be deemed to own the windows, doors, interior nonsupporting walls, the materials (such as, but not limited to, plaster, gypsum dry walls, paneling, wallpaper, brick, stone, paint, wall and floor tile and flooring, but not including the sub flooring) making up the finished surfaces' of the perimeter walls, ceilings and floors within the Unit and the Unit doors and windows. The Owner shall not be deemed to own any utilities running through his Unit which serve more than one (1) Unit except as a tenant in common with the other Owners, and such utilities shall not be disturbed or relocated by an Owner without the consent and approval of the Associations. Such right to repair, alter, and remodel shall carry the obligation to replace any finishing materials removed with similar or other types or kinds of finishing materials of equal or better quality.

An Owner shall maintain and keep the interior, including the fixtures of his own Unit in good repair. All fixtures and equipment installed within the unit commencing at a point where the utility lines, pipes, wires, conduits, or systems (which, for brevity, are hereafter referred to as "utilities") enter the Unit shall be maintained and kept in repair by the Owner thereof. An Owner shall keep the limited Common Elements appurtenant to his Unit, including the yard and patio, in a clean and sanitary condition. All other maintenance and repairs to any limited Common Element (including but not limited to balconies and patios), except where caused by the negligent acts of an Owner, shall be a Common Expense. An Owner shall not act nor do any work that will impair the structural soundness or integrity of the Building or impair any easement or hereditament.

3.16 Owner's Duty of Compliance

Each Owner shall comply strictly with the provisions of this Declaration, the provisions of the Articles of Incorporation and Bylaws of the Association, and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure so to comply shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Managing Agent or Board of Directors in the name of the Association on behalf of the Owners or, in a proper case, by an aggrieved Owner.

3.17 Easements Deemed Created

All conveyances of Condominium Units hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give full effect to Sections 3.9, 3.10, 3.11, 3.12, 3.13, and 3.14 hereinabove, even though no specific references to such easements or to those Sections appear in any such conveyance.

ARTICLE IV - Description of a Condominium Unit

Every contract for the sale of a Condominium Unit written prior to the filing for record of the Condominium Map may legally describe a Condominium Unit and all rights appurtenant thereto by its identifying Unit designation followed by the, words "Minotaur Village Condominiums" with reference to diagrammatic floor plans of each of the Buildings comprising the Project, showing elevations, the identifying Unit designations and the respective locations to be occupied by the Buildings. Upon the filing of the Condominium Map for record in Boulder County, Colorado, such descriptions shall conclusively be presumed to relate to the corresponding Units reflected thereon, notwithstanding any variance between such diagrammatic floor plans and the Condominium Map.

After the Condominium Map shall have been filed for record in Boulder County, Colorado, every contract for the sale of a Condominiums Unit and every other instrument affecting title to a Condominium Unit; may describe that Condominium Unit by the designation shown on the Condominium Map with the appropriate reference to the Condominium Map and to this Declaration, as each shall appear on the records of the County Clerk and Recorder of Boulder County, Colorado, in the following fashion:

Condominium Unit _____

Building _____

MINOTAUR VILLAGE CONDOMINIUMS as shown on the
Condominium Map for MINOTAUR VILLAGE CONDOMINIUMS
recorded _____, 19_____, in a
Plan File _____ as Nos. _____ on
Film _____, as Reception No. _____
and as defined by the Declaration o Condominium for MINOTAUR VILLAGE
CONDOMINIUMS recorded
_____ 19_____, on Film _____, as
Reception NO. _____.

Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the Common Elements, and to incorporate all the rights incident to ownership of a Condominium Unit and all the limitations on such ownership as described in this Declaration. Reference to the original Condominium Map shall be deemed to include any amendments thereto.

ARTICLE V - Termination of Mechanic's Lien Rights and Indemnification

Subsequent to the completion of the improvements to be performed by Declarant, no labor performed or materials furnished and incorporated in a Unit with the consent or at the request of the Owner thereof or his agent or his contractor or subcontractor shall be the basis for filing of a lien against the Unit of any other Owner not expressly consenting to or requesting the same, or against the Common Elements, Each Owner shall indemnify and hold harmless each of the other Owners and the Association from and against all liability arising from the claim of any lien against the Unit of any other Owner or against the Common Elements for construction performed or for labor, materials, services or other products incorporated in or otherwise attributable to the Owner's condominium Unit at such Owner's request.

ARTICLE VI - The Association of Unit Owners

6.1 Members

Every owner, upon becoming an owner or part owner, of a Minotaur Village Condominium unit, shall be entitled and required to be, and shall automatically be and become a member of the Minotaur Village Homeowners' Association. An Owner shall be entitled to one (1) membership for each Condominium Unit owned by him. Where ownership of a Condominium Unit is held by more than one (1) person, the membership corresponding to that Condominium Unit shall be held by such persons in accordance with their respective ownership interests in the Condominium Unit. No person or entity other than an Owner may be a member of the Association, and memberships may not be transferred except in connection with the transfer of a Condominium Unit; provided, however, that the rights of membership may be assigned to the Mortgagee of a Condominium Unit as security for a loan secured by a Deed of Trust on the Condominium Unit.

6.2 Classes of Memberships and Voting Rights

The Association shall have two (2) classes of voting membership, whose designations are as follows:

Class A: Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Unit.

Class B: The only Class B member shall be the Declarant which shall be entitled to three (3) votes times the number of Units actually constructed and owned by Declarant or which the Declarant has the reserved right to construct; provided that

Class B membership shall close and be converted to Class A membership on the happening of either of the following event, whichever occurs earlier;

- a. When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or
- b. on January 1, 1986.

6.3 Management and Control of Common Elements

The Association shall, subject to the rights and duties of the Owners set forth in [Article III](#) hereof, be responsible for the exclusive management and control of the Common Elements and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good clean, attractive and sanitary condition, order and repair. The Association shall be responsible for the maintenance and repair of the exterior surfaces of Buildings and improvements located on the Project, including, without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, the maintenance and repair of roofs, and maintenance and repair of utility lines, air conditioning equipment and all other improvements or materials located within or used in connection with the Common Elements. The cost of such management, operation, maintenance and repair shall be borne as provided in [Article VII](#).

The Association shall have the right to grant easements for utility purposes over, upon, under or through any portion of the Common Elements, and is hereby irrevocably appointed as attorney in fact for each Owner for such purpose.

6.4 Miscellaneous Services

The Association may obtain and pay for the services of: any Person or entity or manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any Person or entity with whom or which it contracts. The Association may obtain and pay for legal, accounting and other services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. The Association may arrange with others to furnish lighting, heating, water, trash collection, sewer service and other common services to each Unit. The cost of such services shall be borne as provided in [Article VII](#).

Any agreement for professional management of the Condominium Project or for any other services shall provide for termination by either party without cause or payment of any termination fee on ninety (90) days' or less written notice, or by the Association for cause on thirty (30) days' written notice. No such agreements shall be entered into for a term exceeding three (3) years. Any determination by the Association to terminate professional management of the property and assume such management itself may be made only upon the written approval of all first Mortgagees of Condominium Units.

6.5 Personal Property for Common Use

The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Elements. Such interest shall not be transferable except with the transfer of a Condominium Unit. A transfer of a Condominium 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 other Owners. The transfer of title to a Condominium Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Condominium Unit.

6.6 Rules and Regulations

The Association may make reasonable rules and regulations governing the use of the Units and of the Common Elements, which rules and regulations shall be consistent with the rights and duties established' in this Declaration. The Association may suspend any Owner's voting rights in the Association during any period or periods during which such Owner fails to comply with such rules and regulations, or with any other obligations of such Owner under this Declaration. The Association may also take judicial action against any Owner to enforce compliance with such rules, regulations or other obligations or to obtain damages for non-compliance, all to the extent permitted by law.

6.7 Control of Association

The original Board of Manager of the Association shall be composed of three (3) Managers to be appointed by Declarant. Appropriate election of a new Board of Managers and transfer of control of the Association to purchasers of Units shall take place not later than one hundred twenty (120) days after the earliest date on which the Class B membership is closed and converted to Class A membership (as provided in [Section 6.2](#) hereinabove) or January 1, 1986, whichever is sooner.

6.8 Inspection of Books and Records

All Unit Owners at convenient weekday hours, shall have access to inspect the books, records, and financial statements of the Association. Any first Mortgagee or insuror of any first Mortgage affecting a Condominium Unit shall be entitled, upon request, to:

- a. inspect the books and records of the Association during normal working hours; and
- b. require the preparation of and, if preparation is required, receive an annual financial statement of the Association, except that such a statement need not be finished earlier than ninety (90) days following the end of the Association's fiscal year.

6.9 Implied Rights

The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

6.10 Transfer

Except as otherwise expressly stated herein, any of the rights, interests and obligations of the Association set forth herein or reserved herein may be transferred or assigned to any other person or entity; provided, however, that no such transfer or assignment shall relieve the Association of any of the obligations set forth herein. Any such transfer or assignment shall not revoke or change any of the rights or obligations of any owners as set forth herein.

6.11 Amplification

The provisions of this Article are to be amplified by the Articles of Incorporation of the Association and by the Bylaws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

ARTICLE VII - Assessments

7.1 Agreement to Pay Assessment

Declarant, for each Condominium Unit owned by it within the Project, and for and as the Owner of the Project and every part thereof, hereby covenants, and each Owner of any Condominium Unit by the acceptance of a deed therefore, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association annual assessments made by the Association for the purposes provided in this Declaration and special assessments for capital improvements and other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

7.2 Amount of Total Annual Assessments

The total annual assessments against all Condominium Units shall be based upon advance estimates of cash requirements by the Association to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Elements or furnishing utility services to the Units, which estimates may include, among other things, expenses of management; taxes and special assessments, until the Condominium Units are separately assessed as provided herein; premiums for all insurance which the Association is required or permitted to maintain pursuant hereto; landscaping and care of grounds; common lighting and heating; water charges; trash collection;

sewer service charges; repairs and maintenance; wages for Association employees; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus and/or sinking fund; the creation of a working capital fund and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration.

7.3 Annual Assessments

Until January 1st of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment shall be Six Hundred Forty-eight and no/100 (\$648.00) Dollars per Unit.

From and after January 1 of the year immediately following the conveyance of the first Unit by Declarant to an Owner other than Declarant, the maximum annual assessment for each Unit may be increased, without any vote of the Owners, by an amount equal to:

- a. one and one-half (1-1/2) times the increases in the Cost of Living Index for the Denver Metro area issued by the United States Department of Labor Statistics multiplied by that portion of the assessment which is not attributable to taxes, insurance and utilities, plus
- b. such Units' pro rata share of the actual or estimated increases in the cost of utilities, taxes and insurance (the "Permitted Increase").

From and after January 1st of the year immediately following the conveyance of the first Unit to an Owner other than Declarant, the maximum annual assessment for each Unit may be increased by more than the Permitted Increase only by a vote of two-thirds (2/3) of the Owners, excluding Declarant, voting at a meeting duly called for this purpose. The Board may fix the annual assessment at an amount less than the maximum.

7.4 Notice of Annual Assessments and Time for Payment Thereof

Annual assessments shall be made on a January 1 through December 31 fiscal year basis. The Association shall give written notice to each Owner as to the amount of the annual assessment with respect to his Condominium Unit on or before December 1 each year for the fiscal year commencing on such date. Such assessments shall be due and payable in equal monthly installments commencing on January 1, and monthly thereafter throughout the year on the first day of each month, or more often at the discretion of the Board of Managers of the Association; provided, however, that the first installment shall be for the balance of the month or lesser period remaining after the date fixed by the Association as the date of commencement of the Project. Each installment shall bear interest at the rate of twelve (12%) percent per annum from the date it becomes due and payable if not paid within thirty (30) days after such date. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the Owner of any Condominium Unit for such assessment, but the date when payment shall become due in such a case shall be deferred to a date thirty (30) days after such notice shall have been given. Any default upon an installment obligation may, at the

election of the Association, be deemed to be a default on the entire remaining balance of the annual assessment on the respective Unit, and in such case the Association may declare the remaining balance immediately due and payable and obtain satisfaction thereof as hereinafter provided or by any other legal means.

7.5 Special Assessments

In addition to the annual assessments authorized by this Article, the Association may levy, in any assessment year, a special assessment, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. This section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other sections hereof which shall make specific reference to this Article. Any assessments made for Association expenses which particularly or disproportionately benefit any particular Owner or Class of Owners may, at the discretion of the Board of Managers, be allocated disproportionately among all or any portion of the Owners so long as such allocation is not arbitrary or capricious. Notice in writing of the amount of such special assessment and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice shall have been given. A special assessment shall bear interest at the rate of twelve (12%) percent per annum from the date it becomes due and payable if not paid within thirty (30) days after such date. Any such special assessment requires the assent of two-thirds (2/3) of each class of members voting in person or proxy at a meeting duly called for considering such special assessment.

7.6 Reserve Fund

The Association shall, upon its inception, establish an adequate reserve fund for the periodic maintenance, repair and replacement of and additions to the Common Elements, which fund shall continuously be maintained out of the annual assessments for Common Expenses.

7.7 Effect of Nonpayment of Assessments: Remedies of the Association

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit.

7.8 Subordination of the Lien to Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money loan evidenced by a recorded first mortgage or recorded first deed of trust, and to any executory land sales contract wherein the Administrator of Veterans Affairs (Veterans Administration) is seller, whether such contract is owned by the Veterans Administration or its assigns, and whether recorded or not. However, the lien of such assessments shall be superior to any homestead exemption as now or hereafter may be provided by Colorado or Federal law and the acceptance of a deed to land subject to this *Declaration of Covenants, Conditions and Restrictions* shall constitute a waiver of the homestead exemption as against the said assessment lien. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure, or any proceeding in lieu thereof, or the cancellation or foreclosure of any executory land sales contract wherein the Administrator of Veterans Affairs (Veterans Administration) is seller, whether such contract is owned by the Veterans Administration or its assigns and whether recorded or not, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

7.9 Statement of Account

Upon payment of a reasonable fee not to exceed Fifteen (\$15.00) Dollars and upon written request of any Owner of any Condominium Unit, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Condominium Unit, the amount of the current yearly assessment and the date that such assessment becomes or became due, credit for advanced payments or, prepaid items, including, but not limited to, an Owner's share of prepaid insurance premiums, which statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within twenty (20) days, all unpaid assessments which became due prior to the date of making such request shall be subordinate to the lien of a Mortgagee which acquires its interest subsequent to requesting such statement. Where a prospective purchaser makes such request, the lien for such unpaid assessments shall be released automatically if the statement is not furnished within the twenty (20) day period provided herein.

ARTICLE VIII - Use of Condominium Units

8.1 Residential

Each Condominium Unit shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Condominium Unit for lodging or residential purposes shall not be considered to be a violation of this covenant.

8.2 Lease of Condominium Unit

Owners shall be prohibited from leasing their Units for a term of less than one (1) month; provided, however, that this prohibition shall not apply to leases of Units owned by Declarant pending sale thereof. All leases shall be in writing and, pursuant to the leases, all lessors and lessees shall be made subject to the provisions of this Declaration and the Bylaws and resolutions of the Association.

8.3 Use of Common Elements

There shall be no obstruction of the Common Elements, nor shall anything be stored on any part of the Common Elements without the prior written consent of the Association, except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from, the Common Elements except upon the prior written consent of the Association.

8.4 Prohibition of Damage and Certain Activities

Nothing shall be done or kept in any Unit or in 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 of the rate of the insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the common elements or any part thereof shall be committed by any Owner, or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees; provided, however, that any invitee of the Declarant shall not under any circumstances be deemed to be an invitee of any other Owner. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other owner or to any person at any time lawfully residing in the Project.

8.5 Animals

No animals, livestock or poultry of any kind shall be raised, bred or kept on the properties, except that dogs, cats or household animals may be kept thereon if they are not raised, bred or maintained for any commercial purpose, and do not make objectionable noises or otherwise constitute a nuisance or inconvenience to any of the residents of the Units. In the event a dog, cat or other household animal shall constitute a nuisance or inconvenience to a resident of the Units, then the Board of Managers shall have the right to direct that the animal be permanently removed by the Unit Owner.

Dogs, cats and other household animals shall not litter the Common Elements. It shall be the duty of the Association to keep the Common Elements free from litter caused by and left by pets. The Owners of pets known to be at large shall be

properly assessed by the Board of Managers for the cleanup expenses incurred, together with the costs of collection and enforcement to include reasonable attorneys' fees, as a special assessment against the Owner of such pets causing such litter.

Dogs, cats and other household animals shall not be allowed to run at large within the property, but shall be at all times on a leash while such animal is outside his Owner's Unit. In addition, the Association may, by reasonable rule or regulation, invoke other controls related to animals in any Unit or on the Common Elements.

8.6 Rules and Regulations

No Owner shall violate the rules and regulations for the use of the Units and of the Common Elements as adopted from time to time by the Association.

8.7 Structural Alterations

No structural alterations to any Unit shall be made and no plumbing, electrical or similar work within the Common Elements shall be done, by any Owner, without the prior written consent of the Association.

ARTICLE IX - Insurance

9.1

The Board of Directors of the Managing Agent shall obtain and maintain at all times, to the extent obtainable, policies of insurance, written with financially responsible and able companies licensed to do business in Colorado, covering the risks set forth below. The insurance coverage with respect to the Common Elements shall be written in the name of, and the proceeds payable to, the Association. The Association, upon receipt of any such insurance proceeds, shall make every reasonable effort and shall act with dispatch to repair, replace or restore the damaged or destroyed property within a reasonable time period. The types of coverages to be obtained and risks to be covered are as follows, to-wit:

- a. Insurance against loss or damage by fire and lightning, and such other hazards as are customarily covered in Condominium Projects in the County of Boulder, Colorado, under extended coverage and all risk endorsements. Said casualty insurance shall insure the entire Condominium Project and any property, the nature of which is a Common Elements (including all of the Units and the fixtures therein initially installed or conveyed by the Declarant, but not including improvements, fixtures, decorating, furniture, furnishing, appliances, or other personal property supplied by or installed by 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 non-contributory mortgage clause in favor of each first Mortgagee, which shall provide that the loss, if any, thereunder, shall be payable to the Association for the use and benefit of such Owners and first Mortgagees as their

interests may appear.

- b. 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 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 first Mortgages on the Condominium Units Comprising the Condominium Project.
- c. Bodily injury and property damage liability insurance in such limits as the Board or Managing Agent may from time to time determine, but not in an amount less than Five Hundred Thousand (\$500,000.00) Dollars per injury per person per occurrence and umbrella liability limits of One Million (\$1,000,000.00) Dollars per occurrence, covering all claims for bodily injury or property damage. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other use of the Condominium Project. All liability insurance shall name the Association, the Board, the Managing Agent, the Declarant, first Mortgagees, the Owners and the officers of the Association, as insureds thereunder. If there are steam boilers in operation on the Condominium Project, there must be in force boiler explosion insurance providing for not less than Fifty Thousand (\$50,000.00) Dollars per accident per location.
- d. 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.
- e. Fidelity coverage in an amount equal to at least One Hundred Fifty (150%) percent of the Association's annual budget, against dishonesty of employees or any other Person handling funds of the Association, 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.
- f. The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Condominium Project, including plate or other glass insurance and any personal property of the Association located thereon.

9.2

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 an Owner and shall provide that such policies may not be cancelled or modified without at least twenty (20) days' prior written notice to all of the Owners, first Mortgagees and the Association. If requested, duplicate originals of all policies and renewals thereof, together with proof of payments of premiums, shall be delivered to all first Mortgagees at least ten (10) days prior to expiration of the then current policies. All casualty insurance shall be carried in blanket form naming the Association as the insured, as attorney-in-fact for all of the Owners and first

Mortgagees, as their interests may appear, which policy or policies shall identify the interest of each Owner (Owner's name and Condominium Unit number designation) and first Mortgagee.

9.3

Prior to obtaining any policy of casualty insurance or renewal thereof, pursuant to the provisions of this insurance paragraph, the Board or Managing Agent shall obtain an appraisal from a duly qualified real estate or insurance appraiser, which appraiser shall reasonably estimate the full replacement value of the entire Condominium Project, without deduction for depreciation, for the purpose of determining the amount of the insurance to be effected pursuant to the provisions of this insurance paragraph. In no event shall the insurance policy contain a coinsurance clause for less than ninety (90%) percent of the full replacement cost with an agreed amount endorsement. Determination of maximum replacement value shall be made annually, and each first Mortgagee e, if requested, shall be furnished with a copy thereof, within thirty (30) days after receipt of such written appraisals. Such amounts of insurance shall be contemporized annually in accordance with their currently determined maximum replacement value.

9.4

Owners may carry other insurance for their benefit' and at their expense, provided that the liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by any Owner.

9.5

Insurance coverage on improvements and fixtures installed by an Owner and furnishings, including carpet, draperies, oven, range, refrigerator, wallpaper, disposal and other items of personal property belonging to an Owner, and public liability coverage within each Unit shall be the sole and direct responsibility of the Owner thereof, and the Board of Directors, the Association and/or the Managing Agent shall have no responsibility therefor.

9.6

In the event that there shall be any damage destruction or loss to a Unit or any damage, destruction or loss to the General Common Elements, then notice of such damage or loss shall be given by the Association to the first Mortgagee of said Condominium Unit within ten (10) days after the occurrence of such event.

9.7

All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of a breach of warranty, act, omission,' negligence or non-compliance of any provision of such policy, including payment of the insurance premium applicable to that Owner's interest, or who permits or fails to prevent the happening of any event,

whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under any such policy, as to the interests of all other-insured Owners not guilty of any such actor omission, shall not be invalidated or suspended and shall remain in full force and effect.

9.8

If, due to the act or neglect of an Owner or such Owner's Guests or family, loss or damage shall be caused to any Person or property, including the Condominium Project or any Unit therein, such Owner shall be liable and responsible for the same except to the extent that such damage or loss is covered by insurance obtained by the Association and the carrier of the insurance has waived its rights of subrogation against such Owner. The amount of such loss or damage may be collected by the Association from such Owner, after notice and hearing, as an assessment against such Owner, by legal proceedings or otherwise, and such amount (including reasonable attorneys' fees) shall be secured by a lien on the Condominium Unit of such Owner as provided hereinabove for assessments or other charges.

ARTICLE X - Obsolescence

10.1 Adoption of a Plan

The Owners representing an aggregate ownership interest of eighty (80%) percent or more of the Units may agree that the Project is obsolete and adopt a written plan for renewal and reconstruction, which plan must have the unanimous approval of all first Mortgagees of record at the time of the adoption of such plan. Written notice of adoption of such a plan shall be given to all Owners, and such plan shall be recorded in the Boulder County, Colorado, real estate records.

10.2 Payment for Renewal and Reconstruction

The expense of renewal or reconstruction shall be payable by all of the Owners as assessments against their respective Condominium Units. These assessments shall be levied in advance pursuant to [Article VII](#) hereof and shall be allocated and collected as provided in that Article. Further levies may be made in like manner if the amounts collected prove insufficient to complete the renewal and reconstruction.

10.3 Dissents from the Plan

An Owner not a party to such a plan for renewal or reconstruction may give written notice of dissent to the Association within fifteen (15) days after the recordation of such plan. The Association shall then give written advice of such dissents to all the Owners within five (5) days after the expiration of such fifteen (15) day period. Within fifteen (15) days of receipt of such notice from the Association, the Owners representing an aggregate ownership of more than twenty (20%) percent of the Units may cancel the plan by written instrument recorded in the Boulder County, Colorado real estate records. If the plan is not cancelled, then the Condominium

Units of each dissenter shall be purchased at its fair market value as of the date of the written notice of dissent according the following procedures. If the Owner and the Association can agree on the fair market value thereof, then such sale and conveyance shall be completed within sixty (60) days thereafter. If the parties are unable to agree, the date when either party notifies the other than he or it is unable to agree with the other shall be the "commencing date" from which all periods of time mentioned herein shall be measured. Within ten (10) days following the commencing date, each party shall nominate a qualified appraiser by written nomination and shall give notice of such nomination to the other. If either party fails to make such nomination, the appraiser nominated shall, within five (5) days after default by the other party, appoint and associate with him another qualified appraiser. If the two appraisers designated by the parties, or selected pursuant hereto in the event of default of one party, are unable to agree, they shall appoint another qualified appraiser to be umpire between them, if they can agree on such person. If they are unable to agree upon such umpire, then each appraiser previously appointed shall nominate two qualified appraisers, and from the names of the four (4) persons so nominated, one (1) shall be drawn by lot by judge of any court of record in Colorado, and the person whose name is so drawn shall be the umpire. The nominations from among which the name of the umpire is to be drawn by lot shall be submitted within ten (10) days of the failure of the two (2) appraisers to agree, which, in any event, shall not be later than twenty (20) days following the appointment of the second appraiser. The decision of the appraisers as to the fair market value, or in the case of their disagreement, the decision of such umpire shall be final and binding. The expenses and fees of such appraisers shall be borne equally by the Association and the Owner. The sale shall be consummated within sixty (60) days after decision of the appraisers, and the Association as attorney in fact shall disburse the proceeds first to lienors in the order of the priority of their liens and the balance remaining to the Condominium Unit Owner. The obligation of the Association to make such purchase shall be conditioned on obligation fair market value of the Condominium Unit exceeding the obligations secured by liens on such Condominium Unit, and upon the marketability of the title of the Owner. Owner shall furnish the Association an appropriate abstract of title or commitment for title insurance evidencing marketability of his title not less than ten (10) days prior to the date set for completion of the sale. The Association, pursuant to [Article VII](#) hereof, may levy a Special Assessment sufficient to provide funds to pay for the Condominium Units of the Dissenters, provided that such assessments shall not apply to any of the Owners who are among the dissenters and shall not be liens against the Condominium Units of such Owners.

10.4 Sale of Obsolete Units

The Owners representing an aggregate ownership of eighty (80%) percent or more of the Units may agree that the Condominium Units are obsolete and that the project should be sold. Such an agreement must have the unanimous approval of every first Mortgagee of record at the time such agreement is made. 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, the 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 Condominium Map and the Bylaws of the Association. The net sale proceeds shall be apportioned among the Owners with one

(1) share to be apportioned to each Condominium Unit owned, and such apportioned proceeds shall be paid into separate accounts, each such account representing one (1) Condominium Unit. Each such account shall remain 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 use and disburse the total amount of such accounts without contribution from one (1) account to the other, first to lienors in the order of the priority of their liens and the balance remaining to each respective Owner.

10.5 Distribution of Excess

In the event amounts collected pursuant to [Section 10.2](#) are in excess of the amounts required for renewal and reconstruction, the excess shall be returned to the Owners by the Association by a distribution to each Owner in an amount proportionate to the respective amount collected from each such Owner.

ARTICLE XI - Condemnation

11.1 Consequences of Condemnation

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

11.2 Proceeds

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

11.3 Complete Taking

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 in equal shares, one (1) share to be apportioned to each Condominium Unit owned, provided that if a standard different from the value of the project as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree, or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable. 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. The Association shall distribute the Condemnation Award as soon as practicable thereafter to the parties in the shares so determined, such distribution to be made by checks payable jointly to the respective Owners and their Mortgagees.

11.4 Partial Taking

In the event that less than the entire project is taken or condemned, or 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 equally among Owners, One (1) share for each Condominium Unit owned;
- b. The total amount allocated to severance damages shall be apportioned equally among 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/or 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 taking or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, 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 made by checks payable jointly to the respective Owners and their respective first Mortgagees.

11.5 Reorganization

In the event a partial taking results in the taking of a complete Unit or Units, the Owners thereof automatically shall cease to be members of the Association and shall execute such documents as may be required by the Association to divest themselves of any remaining ownership of the Common Elements. The respective undivided fractional interests in the Common Elements of all remaining Owners shall automatically and without need of further action or documentation be adjusted to reflect the decrease in the total number of Units in the Project.

11.6 Reconstruction and Repair

Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in [Article X](#).

ARTICLE XII - Amendment to or Revocation of Declaration

12.1 Amendment

Prior to final VA/FHA approval, the declarant, with the approval of any holder of a first mortgage on a Condominium Unit, reserves the right to amend this Declaration to satisfy VA/FHA requirements for subdivision approval. Subsequent to VA/FHA approval, this Declaration may be amended only upon the written consent of seventy-five (75%) percent or more of the Class A members, One Hundred (100%) percent of the Class B members, if any, and of One Hundred (100%) percent of the holders of the first mortgages on Condominium Units. The certificate of the Association that such consent has been given shall be duly recorded together with the amendment.

12.2 Declarant's Rights

No amendment to this Declaration may be made which affects in any manner the Declarant's rights with regard to construction and sale of Units on the property without the express consent of the Declarant.

12.3 Revocation

This Declaration may be revoked and the Condominium regime hereby established be terminated only upon the written consent of Owners representing an aggregate ownership interest of seventy-five (75%) percent or more of the Condominium Units and of all first Mortgagees of record. The certificate of the Association that such consent has been given shall be duly recorded.

ARTICLE XIII - Notification of Insurors of First Mortgages

Upon prior written request, any insuror of any first mortgage affecting any Condominium Unit shall be entitled to timely written notice from the Association of any proposed amendment to or revocation of or other termination of the Condominium regime; any condemnation or eminent domain proceeding affecting the property or any part thereof; any significant damage or destruction to the Common Elements; and any default under this Declaration or the Bylaws of the Association which gives rise to a cause of action against the Owner of a Condominium Unit subject to a mortgage insured by said insuror if not cured within sixty (60) days.

ARTICLE XIV - Architectural Control

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to this said surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this; Article will be deemed to have been fully complied with.

ARTICLE XV - Miscellaneous

15.1 Compliance with Provisions of Declaration and Bylaws of the Association

Each Owner shall comply with the provisions of this Declaration, the Certificate of Incorporation and the Bylaws of the Association, and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully enacted or amended from time to time. Failure to comply with any of the same shall be grounds for an action or recover sums due and for damages or injunctive relief or both, maintainable by the Association on behalf of the Owners, or, in a proper case, by an aggrieved Owner.

15.2 Registration of Mailing Address

Each Owner shall register his mailing address with the Association, and all notices or demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notice or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the By-Laws of the Association. All notices or demands to be served on Mortgagees pursuant hereto shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Association in writing. Unless the Mortgagee furnishes the Association such address, the Mortgagee shall be entitled to receive none of the notices provided for in this Declaration. Any notice referred to in this Section shall be deemed given when deposited in the United States mail in the form provided for in this Section:

15.3 Priorities Enforcement, Invalidation and Annexation

In case of conflict between the Declaration and the Articles of Incorporation or the By-Laws, the Declaration shall control. In case of conflict between the Articles of Incorporation and the By-Laws, the Articles of Incorporation shall control.

So long as the Developer, his successors and assigns have control of the association the following actions will require the prior written approval of the Veteran Administration: annexation of additional properties, amendment of the Declaration, amendment of the Articles of Incorporation, amendment of the By-Laws, mergers, consolidations, mortgaging of the common elements, and dissolution.

The Association, or any owner, shall have the right to enforce, by any proceeding at law or inequity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect. Additional residential property may be annexed to the property with the consent of the members entitled to vote seventy-five (75%) percent of the votes attributable to units not owned by the Developer.

15.4 Owner's Obligations Continue

All obligations of the Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that he may have leased or rented said interest as provided herein, but the Owner of a Condominium Unit shall have no obligation for expenses or other obligations occurring after he conveys such Condominium Unit.

15.5 Number and Gender

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

15.6 Severability

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

15.7 Statute

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

15.8 FHA/VA Approval

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Elements, and amendment of this *Declaration of Covenants, Conditions and Restrictions*.

THIS DECLARATION IS EXECUTED ON THIS _____ DAY OF _____ 1982.

MINOTAUR VILLAGE VENTURE,
A Joint Venture

BY _____
James H. Tull, President of
TULL CONSTRUCTION COMPANY a General
Partner of MINOTAUR VILLAGE VENTURE

STATE OF COLORADO)

) ss.

COUNTY OF BOULDER)

SUBSCRIBED AND SWORN TO before me, a Notary Public, by JAMES H. TULL, President of Tull Construction Company, a General Partner of Minotaur Village Venture, a Colorado Partnership, THIS _____ DAY OF _____ 1982.

WITNESS my hand and official seal.

- See document originals for signature page -

Exhibit 1

All of Lots 1 and 2 and all of lots 5 through 19, inclusive, Minotaur Village, a Subdivision in the County of Boulder, State of Colorado, according to the recorded plat thereof, more particularly described as follows:

Commencing at the Southeast Corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 10, T15S, R69W of the 6th P.M. thence N89° 42' 03" W, 12.64 feet along the South line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 10 to the Southeast Corner of said Minotaur Village and the TRUE POINT OF BEGINNING;

Thence continuing N89° 42' 03" W, 746.46 feet along the South line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 10 to the Southwest Corner of said Minotaur Village;

Thence N11° 01' 00" E, 267.26 feet along the Westerly line of said Minotaur Village to a point of curve to the left;

Thence Northeasterly, 41.00 feet along the arc of said curve to the left and along the Westerly line of said Minotaur Village to the Southwest Corner of Lot 3 of said Minotaur Village, said arc having a radius of 680.00 feet, a central angle of 03°27'17" and being subtended by a chord that bears N09° 17' 22" E, 40.99 feet;

Thence S82° 26' 17" E, 59.00 feet along the Southerly line of said Lot 3.

Thence S63° 34' 11" E, 51.38 feet along the Southerly line of said Lot 3;

Thence S89° 42' 03" E, 47.00 feet along the Southerly line of said Lot 3;

Thence S74° 14' 23" E, 48.76 feet along the Southerly line of said Lot 3 to the Southeast Corner thereof;

Thence N00° 17' 57" E, 73.10 feet along the Easterly line of said Lot 3 to a point of curve to the left;

Thence Northwesterly, 21.03 feet long the arc of said curve to the left and along the Easterly line of said Lot 3 to a point of reverse curve, said arc having a radius of 25.00 feet, a central angle of 48° 11' 23" and being subtended by a chord that bears N23° 47' 44" W, 20.41 feet;

Thence Northwesterly, Northerly, and Northeasterly, 115.27 feet along the arc of said reverse curve and along the Easterly line of said Lot 3 and Lot 4 of said Minotaur Village to the most Easterly Corner of said Lot 4, said arc having a radius of 50.00 feet, a central angle of 132° 05' 26" and being subtended by a chord that bears N18° 09' 17" E, 91.39 feet;

Thence N05° 48' 00" W, 20.49 feet along the Easterly line of said Lot 4 to the Northerly line of said Minotaur Village;

Thence N84° 12' 00" E, 24.90 feet along the Northerly line of said Minotaur Village to a point of curve to the right;

Thence Southeasterly, 201.95 feet along the arc of said curve to the right and along the Northerly line of said Minotaur Village to a point tangent said arc having a radius of 570.00 feet, a central angle of 20° 18' 00" and being subtended by a chord that bears S85° 39' 00" E, 200.90 feet;

Thence S75° 30' 00" E, 250.91 feet along the Northerly line of said Minotaur Village to the Northeast Corner thereof;

Thence S00° 33' 38" E, 386.03 feet along the Easterly line of said Minotaur Village to the TRUE POINT OF BEGINNING.

EXCEPT:

All of Outlot A, Outlot B, Outlot C, Bacchus Drive and Crete Court as shown on the recorded plat of said Minotaur Village.