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LORETTA BARNER
PITKIN CITY RECORDER

270451

CONDOMINIUM DECLARATION
FOR
CURTON CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, DONNA LEE CURTON TRUST is the owner of the following described real property situated in the County of Pitkin, State of Colorado, to wit:

PARCEL 2, Second Amendment, HERNDON SUBDIVISION, according to the plat thereof recorded in Plat Book 16 at Page 49 together with an easement for ingress and egress, utility, water line, and off street parking over Parcel 1, Herndon Subdivision, Second Amendment as set forth on said plat.

WHEREAS, the above described real property is presently developed with the following improvements: a two story wood frame duplex.

WHEREAS, Declarant desires to create a condominium project on said property under the Condominium Ownership Act for the State of Colorado, and to establish thereby a plan for the ownership in fee simple of real property estates consisting of the area or space contained in each of the "units" as hereinafter defined, and the ownership by one or more of the individual and separate owners thereof, as tenants in common, of all of the remaining real property hereinafter defined and referred to as the "Common Elements."

NOW, THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, uses, restrictions, limitations and obligations shall be deemed to run with the land, shall be a burden upon and a benefit to Declarant, Declarant's heirs, personal representatives, successors and assigns and any persons acquiring or owning an interest in the real property and improvements, their grantess, lessees, successors, heirs, executors, administrators, devisees or assigns.

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

a. Unit means each of the two (2) individual air spaces contained within the interior surfaces of the perimeter walls, floors, ceilings, windows, doors and built-in fireplaces of the duplex together with all fixtures and improvements therein contained, but not including any of the structural components of such building, if any, within a unit contained therein, which units are shown on the Condominium Map and identified thereon by the designations Unit A and Unit B.

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b. Condominium Unit. "Condominium Unit" means the fee simple interest and title in and to a unit together with the undivided interest in the general common elements and the appurtenant limited common elements (expressed as a percentage of the entire ownership interest in the common elements).

c. Owner means the person or persons or entity or entities, including Declarant, who owns fee simple title to a Condominium Unit. The term owner shall not include the owner or owners of any lesser estate or interest.

d. Mortgage means any mortgage, deed of trust or other security instrument by which a condominium unit or any part thereof is encumbered.

e. Mortgagee means any person or entity named as the mortgagee or beneficiary under any mortgage which encumbers the interest of any owner.

f. Real Property means Parcel 2, Second Amendment, Herndon Subdivision, Pitkin County, Colorado.

g. Project means the real property and all buildings and other improvements now or hereafter located on the real property and all rights, easements and appurtenances belonging thereto.

h. Common Elements means all of the project except the two units. The common elements include but are not limited to (i) all of the real property; (ii) the foundations, columns, girders, beams, supports, main walls, roofs, patios, decks, balconies, yards and crawlspaces contained in the building improvements which are the subject of this Declaration, and the "party wall" dividing Unit A and Unit B as shown on the Condominium Map; (iii) the installations in such buildings consisting of the equipment and materials making up the central services such as tanks, pumps, motors, fans, compressors, ducts, power, sewer, light, gas, hot and cold water, heating, ventilating and air conditioning and, in general, all apparatus and installations existing for common use; and (iv) all other parts of the duplex necessary or convenient to its existence, maintenance and safety or normally in common use.

i. General Common Elements means all common elements except limited common elements.

j. Limited Common Elements means any common elements designated herein for the exclusive use of owners of particular condominium units.

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k. Condominium Map means the Condominium Map and all amendments thereto for CURTON CONDOMINIUM filed or to be filed in the records of the office of the Clerk and Recorder of Pitkin County, Colorado.

1. Managing Agent means the person or entity which shall be selected and appointed by the owners of the units pursuant to the provisions of paragraph 12 of this Declaration.

2. Division into Condominium Units. The project is hereby divided into condominium units, each consisting of a separate fee simple estate in a particular unit and the following described appurtenant undivided fee simple percentage interest in the common elements:

<u>Unit Designation</u>	<u>Interest</u>
Unit A	50%
Unit B	50%

Each owner shall own his appurtenant undivided interest in the common elements as a tenant in common with the owner or owners also owning an interest in such common elements and shall have the exclusive right to use and enjoy any limited common elements which are designated for such exclusive use.

3. Inseparability of a Unit. Each unit and the undivided percentage interests in the common elements appurtenant thereto shall be inseparable and may be conveyed, leased, encumbered, devised or inherited only as a condominium unit.

4. Description of a Condominium Unit. Every deed, lease, mortgage, trust deed, will or other instrument may legally describe a condominium unit by its identifying unit designation, followed by the words "CURTON CONDOMINIUM" with further reference to the recorded Declaration and Map. Every such description shall be deemed good and sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect not only the unit but also the general common elements and limited common elements appurtenant thereto.

5. Separate Assessment and Taxation - Notice to Assessor. Declarant shall give written notice to the Assessor of Pitkin County, Colorado, of the creation of condominium ownership of this property, as is provided by law, so that each unit and the interests appurtenant thereto shall be deemed a separate parcel and subject to separate assessment and taxation.

6. Title. A condominium unit may be held and owned by more than one person as joint tenants or as tenants in common, or in any

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real property tenancy relationship recognized under the laws of Colorado.

7. Nonpartitionability of Common Elements. The common elements shall be owned in common by the owners as hereinabove provided, and there shall be no judicial or other partition of the common elements or any part thereof, nor shall any owner bring any action seeking partition thereof.

8. Use of Units; General Common Elements. Each owner shall be entitled to exclusive ownership and possession of his unit. Each owner may use the general common elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other owners.

9. Use and Occupancy. Each condominium unit shall be used and occupied for residential purposes only. Lease or rental of a condominium unit for residential purposes shall not be considered to be a violation of this covenant.

10. Easements or Encroachments. If any portion of the common elements now or hereafter encroaches upon a unit, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion of a unit now or hereafter encroaches upon the common elements or upon an adjoining unit, a valid easement for the encroachment and for maintenance of same, so long as it stands, shall and does exist. For title or other purposes, such encroachment and easements shall not be considered or determined to be encumbrances either on common elements or the units.

11. Termination of Mechanic's Lien Rights and Indemnification. 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 the filing of a lien against the unit of the other owner not expressly consenting to or requesting the same, or against the interests in the common elements owned by such other owner. Each owner shall indemnify and hold harmless the other owner from and 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 unit at such owner's request.

12. Administration and Management. Each owner shall manage his own unit and shall jointly function as the managing agent for the common elements, until such time as the owners of both of the units agree upon the appointment of a managing agent to administer both units and the common elements. Notices of appointment of the managing

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agent by the owners of both of the units hereunder shall be signed and acknowledged by the owners and placed on record by the manager insofar as required by law or practice.

13. Reservation for Access - Maintenance, Repair and Emergencies. The managing agent and each owner has the irrevocable right to have 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 general common elements thereon or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the general common elements or to the other unit.

Damage to the interior of any part of a unit resulting from maintenance, repair, emergency repair or replacement of any of the general common elements or as a result of emergency repairs within a unit at the instance of the managing agent shall be a common expense of both of the owners of units having an interest in such general common elements; 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.

14. Owners' Maintenance Responsibility. An owner shall maintain and keep the interior of his own unit in good taste and repair, including the fixtures thereof. 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. Notwithstanding anything to the contrary in this Condominium Declaration, an owner shall be responsible for all repairs and maintenance to the general common elements which are appurtenant to or surround only his unit; provided, however, that repairs and maintenance to general common elements appurtenant to both units (i.e. party walls) shall be the responsibility of both owners equally.

15. Compliance with Provisions of Declaration. Each owner shall comply strictly with the provisions of this Declaration as the same may be lawfully amended from time to time. Failure 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 (where appropriate) or by an aggrieved owner or owners. The prevailing party in such action shall be entitled to recover reasonable attorneys' fees.

16. Revocation or Amendment to Declaration. This Declaration shall not be revoked nor shall any of the provisions herein be amended unless the owners of both units, and all of the holders of any recorded mortgage or deed of trust covering or affecting either or both condominium units consent and agree to such revocation or amendment by instrument(s) which shall be duly recorded.

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17. Assessment for Common Elements. The owners of both of the units shall be obligated to pay the assessments imposed by the owners or the managing agent to meet the common expenses incurred in connection with such units. The assessments shall be made pro rata according to each owner's percentage interest in and to the common elements. Assessments for the estimated common expenses, including all insurance shall be due in advance on the first day of each month or other time period established by the owners or the managing agent. The managing agent or other owner incurring the cost shall prepare and deliver or mail to each owner an itemized statement showing the various estimated or actual expenses for which the assessments are made.

Assessments for reasonable actual common expenses shall be made by the managing agent, or an owner incurring the same, among other things, for the following: expenses of management; taxes and special assessments, until separately assessed; fire insurance with extended coverage and vandalism and malicious mischief insurance with endorsements attached issued in the amount of the maximum replacement value of both of the units; casualty, public liability and other insurance premiums; landscaping and care of general common elements; utilities; repairs and renovations; garbage collection; snow removal and snow plowing; wages; water charges; cable and/or satellite TV service; legal and accounting fees; management fees; expenses and liabilities incurred by the managing agent or other owner under or by reason of this Declaration; the payment of any deficit remaining from a previous period; the creation of a reasonable contingency or other reserve or surplus fund as well as other costs and expenses relating to the appurtenant common elements. The omission or failure of the owners or managing agent to fix the assessment for any month or other period of time shall not be deemed a waiver, modification or a release of the owners from their obligation to pay.

18. Insurance. One policy of public liability insurance, covering all of the common elements shall be purchased and maintained in effect at all times by the owners of both of the condominium units, in an amount deemed appropriate by such owners, and the cost thereof shall be shared in accordance with such owners' respective undivided percentage interests in the common elements. In addition, the owners or managing agent shall purchase and maintain in effect at all times fire, casualty, and extended coverage insurance on the condominium units as discussed in paragraph 17 above. Insurance coverage on the furnishings, additions and improvements incorporated into a unit and all items of personal property belonging to an owner, and casualty and public liability insurance coverage within each undivided unit shall be the sole responsibility of the owner thereof.

19. Owners' Personal Obligation for Payment of Assessments. The amount of the common elements assessed against or incurred on account

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of both of the units shall be the personal and individual debts of the owners thereof. Suit to recover a money judgment for unpaid common expenses shall be maintainable by the managing agent, or the other aggrieved owner without foreclosure or waiving the lien securing same. No owner may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his unit.

20. Lien for Nonpayment of Common Expenses. All sums due or unpaid for the share of common expenses chargeable to any of the units, including interest thereon at eighteen percent (18%) per annum, shall constitute a lien on such unit superior (prior) to all other liens and encumbrances except:

a. Tax and special assessment liens on the unit in favor of any assessing entity; and

b. All sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance and including additional advances or the refinance or extension of these obligations made thereon prior to the arising of the assessment lien.

To evidence such lien, the manager or aggrieved owner may, but shall not be required to, prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the defaulting owner of the condominium unit and a description of the condominium unit. Such a notice shall be signed by the manager or aggrieved owner, as appropriate, and may be recorded in the office of the Clerk and Recorder of Pitkin County, Colorado. Such lien for the common expenses shall attach from the date of the failure of payment of the debt, and may be enforced by the foreclosure on the defaulting owner's condominium by the manager on behalf of the aggrieved owner or the aggrieved owner in like manner as a mortgage or deed of trust on real property upon recording of a notice of claim thereof. In any such foreclosure, the defaulting owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The foreclosing party shall have the power to bid on the condominium unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

The amount of the common expenses chargeable against the condominium units plus interest thereon at eighteen percent (18%) per annum and the costs and expenses, including attorney's fees, of collecting the same shall also be a debt of the owner thereof at the time the same is due. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing same.

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Any encumbrancer holding a lien on the condominium units may pay any unpaid common expense payable with respect to such unit, and upon such payment such encumbrancer shall have a lien on such unit for the amounts paid of the same priority as the lien of his encumbrance.

21. Liability for Common Expense Upon Transfer of Condominium Unit. Upon payment of a reasonable fee not to exceed twenty-five dollars (\$25.00), and upon written request of any owner or any mortgagee or prospective mortgagee of either of the units, the managing agent or the owner of the other unit shall issue a written statement setting forth the amount of the unpaid common expenses, if any, with respect to the subject unit, the amount of the current assessment and the date such assessment becomes due, and any credit for advance payments or for prepaid items, including but not limited to insurance premiums, which shall be conclusive upon the issuer of such statement in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness is complied with within ten (10) days, all unpaid common expenses which became due prior to the date of making such request shall be subordinate to the lien of the person requesting such statement.

The grantee of a unit shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his proportionate share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor; provided, however, that upon payment of a reasonable fee not to exceed twenty-five dollars (\$25.00), and upon written request, any prospective grantee shall be entitled to a statement from the managing agent or owner of the other unit, setting forth the amount of the unpaid assessments, if any, with respect to the subject unit, the amount of the current quarterly assessment and the date that such assessment becomes due, and any credit for advance payments or for prepaid items, including but not limited to insurance premiums, which shall be conclusive upon the issuer of such statement. Unless such request for a statement of indebtedness shall be complied with within ten (10) days of such request, then such grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessments against the subject unit.

22. Mortgaging a Condominium Unit. Any owner shall have the right from time to time to mortgage or encumber his interest by deed of trust, mortgage or other security instrument. A first mortgage shall be one which has first and paramount priority under applicable law. The owner of a condominium unit may create junior mortgages on the following conditions: (1) any such junior mortgages shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, liens for common

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expenses, and other obligations created by this Declaration; (2) the mortgagee under any junior mortgage shall release, for the purpose of restoration of any improvements on the mortgaged premises, all of his right, title and interest in and to the proceeds under all insurance policies on the premises which were effected and placed on the premises by the managing agent or other owners. Such release shall be furnished forthwith by a junior mortgagee upon written request of the managing agent or owners of the other unit.

23. Attorney-in-Fact in Case of Destruction, Repair or Obsolescence. This Declaration hereby makes mandatory the irrevocable appointment of an attorney-in-fact to deal with condominium units upon their destruction or repair.

Title to both of such condominiums units is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed from the Declarant or from any owner shall constitute appointment of the attorney-in-fact herein provided. All of the unit owners irrevocably constitute and appoint the managing agent, from time to time appointed pursuant to this Declaration, their true and lawful attorney in their name, place and stead for the purpose of dealing with the property upon its destruction, repair or obsolescence as is hereafter provided. If there is no managing agent, then the owners shall jointly perform the functions of the attorney-in-fact as described herein. The attorney-in-fact shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a condominium unit owner which are necessary or appropriate to the exercise of the powers granted. Repair and reconstruction of the improvements as used in the succeeding subparagraphs means restoring the improvements to substantially the same condition in which they existed prior to the damage, with each unit and the general common elements and limited common elements appurtenant thereto having the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the attorney-in-fact for the purpose of repair, restoration and replacement unless the owners of the condominium units and all first mortgagees thereof agree not to rebuild in accordance with the provisions set forth hereinafter.

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

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(b) If the insurance proceeds are insufficient to repair and reconstruct the improvements, the damage or destruction shall be promptly repaired and reconstructed by the attorney-in-fact, using the proceeds of insurance and the proceeds of an assessment to be made against both of the unit owners and their condominium units. These deficiency assessments shall be a common expense and made pro rata according to each owner's fractional interest in the common elements, and shall be due and payable within thirty days after written notice thereof. The attorney-in-fact shall have the authority to cause the repair or restoration of the improvements using all of the insurance 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 paragraph 20. In addition thereto, the attorney-in-fact shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay the deficiency assessment within the time provided, and if not so paid, the attorney-in-fact shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the attorney-in-fact. The proceeds derived from such a sale of a condominium unit shall be used and disbursed by the 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 assessment liens in favor of any assessing entity;
- (3) For payment of unpaid common expenses;
- (4) For payment of junior liens and encumbrances in the order of and to the extent of their priority; and
- (5) The balance remaining, if any, shall be paid to the condominium unit owner.

(c) An owner of one of the units may give notice to the other unit owner that the units are obsolete and that the same should be renewed or reconstructed. If both owners agree, then the expense thereof shall be payable by both of the owners as common expenses; provided, however, that any owner not in agreement to such renewal or construction may give written notice to the attorney-in-fact that such unit shall be purchased by the attorney-in-fact on behalf of the other owner for the fair market value thereof. If the owner desiring to sell and the attorney-in-fact can agree in writing on the fair market value thereof, then the sale shall be consummated within thirty days thereafter. If the parties are unable to agree, the date when either party notifies the other that he is unable to agree with the other

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shall be the "commencing date" from which the periods of time mentioned hereafter in this paragraph shall be measured. Within ten days following the commencing date, each party shall nominate in writing, and give notice of such nomination to the other party, an appraiser who shall be a realtor and be qualified to make appraisals of condominiums and similar property in Pitkin County, Colorado. If either party fails to make such a nomination, the appraiser nominated shall, within five days after default by the other party, appoint and associate with him another similarly qualified appraiser. If the two appraisers designated by the parties, or selected pursuant hereto in the event of the default of one party, are thereafter unable to agree on the fair market value of the unit within fourteen days, they shall appoint another similarly qualified appraiser to be arbitrator between them. The arbitration decision of the third appraiser shall be made within fourteen days after the date of his appointment. The decision of the appraisers as to the fair market value shall be final and binding. The expenses and fees of such appraisers shall be borne equally by the attorney-in-fact and the owner desiring to sell. The sale shall be consummated within fifteen days thereafter, and the attorney-in-fact shall disburse such proceeds as is provided in subparagraph (b)(1) through (5) of this paragraph.

(d) Owners of both units may agree that the units are obsolete and that the same should be sold. Such agreement must have the unanimous approval of every first mortgagee. In such instance, the attorney-in-fact shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the attorney-in-fact, both of the units shall be sold by the attorney-in-fact for both of the owners, subject to all of the provisions contained in this Declaration and the Map. The sales proceeds shall be apportioned among the affected owners on the basis of each owner's fractional interest in the common elements and such apportioned proceeds shall be paid into separate accounts representing each condominium unit. Each such account shall be in the name of the attorney-in-fact, and shall be further identified by the number of the unit and the name of the owner. From each separate account, the attorney-in-fact shall use and disburse the total amount of such accounts, without contribution from one account to another, for the same purpose and in the same order as provided in subparagraph (b)(1) through (5) of this paragraph.

24. Attorney-in-Fact in Case of Condemnation. This Declaration hereby makes mandatory the irrevocable appointment of an attorney-in-fact to deal with the project in the event of its complete or partial condemnation. Title to all of the condominium units is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed from the Declarant or from any owner shall constitute appointment of the attorney-in-fact herein provided. The managing agent is hereby appointed the true and

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lawful attorney to act in the name, place and stead of the owners for the purpose of dealing with the project upon its condemnation as is hereinafter provided. If there is no managing agent appointed, then the owners shall jointly perform the functions of the attorney-in-fact as described herein. The attorney-in-fact 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 or appropriate to the exercise of the powers herein granted.

(a) 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 any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

(1) Proceeds. All compensation, damages or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award" shall be payable to the attorney-in-fact.

(2) Complete Taking. In the event that the entire project is taken, condemned, sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership, pursuant thereto shall terminate. The Condemnation Award shall be apportioned among the owners on the basis of each owner's fractional interest in the real property common elements, provided that if a standard different from the value of the property 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 principles set forth in the last preceding subparagraph, the attorney-in-fact 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 paragraph 23(b)(1) through (5).

(3) 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 attorney-in-fact 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 or injury to the general common elements, (b) the total amount allocated to severance damages shall be

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apportioned to that condominium unit which was not taken or condemned, (c) the respective amounts allocated to the taking or injury to a particular unit and/or improvements an owner had 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 attorney-in-fact determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, the judicial decree or otherwise, then in allocating the Condemnation Award the attorney-in-fact 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 paragraph 23(b)(1) through (5).

(4) Reorganization. In the event a partial taking results in the taking of a complete unit, the owner thereof automatically shall cease to be an owner under this Declaration.

(5) Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in paragraph 23 hereof, in which case such paragraph shall be construed to apply to both condominium units.

25. Mailing of Notices. Each owner shall register his mailing address with the other owner and managing agent, if any, and all notices or demands intended to be served upon any owner shall be sent by either registered or certified mail, return receipt requested, postage prepaid, addressed in the name of the owner at such registered mailing address. All notices or demands to be served on mortgagees pursuant hereto shall be sent by either registered or certified mail, return receipt requested, postage prepaid, addressed in the name of the mortgagee at such address as the mortgagee may have furnished to the owners in writing. Unless the mortgagee so furnishes such address, the mortgagee shall not be entitled to receive any 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.

26. Period of Condominium Ownership. The separate condominium estates created by this Declaration and the Condominium Map shall continue until this Declaration is revoked in the manner and as provided in paragraph 16 of this Declaration or until terminated in the manner and as is provided in paragraph 24 of this Declaration.

27. Rules and Regulations. The following rules and regulations are hereby adopted concerning and governing the project.

(a) No animals, livestock or poultry of any kind shall be raised, bred or kept on the property. Dogs, cats or other household

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pets shall be permitted provided they do not constitute a nuisance, create noise that disturbs the other owner, or are a source of annoyance or health hazard due to unsanitary conditions to the residents of the project or the owner of the other unit. A unit owner shall be responsible at his sole cost and expense to clean up any litter and correct any damage caused by his pets.

(b) No nuisances, loud noises, noises which may be heard in the other unit, or any use or practice which is a source of annoyance to residents or which interferes with the peaceful enjoyment or possession and proper use of the property by its residents shall be allowed on the project. All parts of the project shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard to exist. Each unit owner, at his own expense, shall be responsible to dispose of, in a proper manner, and in the designated location only, any rubbish, trash or garbage he creates or accumulates on the project.

(c) No unit owner shall permit any use of his unit or make use of the common elements which shall increase the rate of insurance on the project without first obtaining the written consent of the other owner and agreeing with the other owner that the owner causing such increase will be solely responsible to pay the amount of the increase. Such agreement shall be in writing signed by both owners.

(d) Each unit owner shall be responsible to pay for, in equal shares, all costs and expenses associated with snow plowing the driveway on the property and maintaining the surface and structure of the driveway. During the winter months the driveway shall be plowed regularly and as necessary. The driveway surface shall be maintained in a good and usable condition.

(e) The parking spaces and garages, if any, shall be limited common elements and each owner shall be permitted to park only two (2) cars on the project in the parking spaces so designated on the Condominium Map as "L.C.E."B" (Most easterly Spaces for Unit A and most westerly contiguous Spaces for Unit B) and shall not block the other owner's ingress and egress. Unit owners may construct a garage at their own expense on their respective parking spaces. Such garage, if constructed, shall be a limited common element for the respective unit.

(f) Each unit owner shall be responsible, at his own expense, to maintain in a clean, neat and presentable condition that portion of the yard designated as a limited common element appurtenant to his or her unit.

(g) Neither unit owner shall store, keep or maintain any items of personal property outside the unit other than on the deck of that unit, or on any common walks, except for motor vehicles which must be parked in the designated spaces.

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The above rules and regulations, in the event they are inconsistent with any other portions of this Condominium Declaration, shall be deemed controlling. These rules and regulations may not be amended in any way except by a written consent, signed and acknowledged by all record owners and first mortgagees of record, which consent shall be recorded in the office of the Clerk and Recorder of Pitkin County, Colorado. The owners may adopt such other additional rules and regulations as may be mutually agreed to in writing.

28. 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.

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

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

IN WITNESS WHEREOF, Declarant has duly executed this Declaration June __, 1985.

DONNA LEE CURTIS TRUST

By:



By: _____

8-12-85

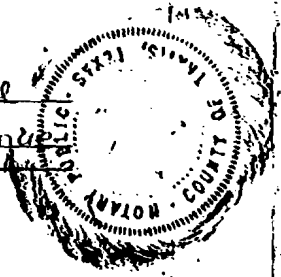
STATE OF TEXAS)
) ss.
COUNTY OF Hays)

The foregoing instrument was acknowledged before me this 26th day of June, 1985 by Robert H. McIntyre, Trustee of the DONNA LEE CURTON TRUST.

Witness my hand and official seal.

My commission expires: 3-20-88.

Denise Lane
Notary Public
Address: 910 West Avenue
Austin, Texas 78701



STATE OF TEXAS)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of June, 1985, by _____, Trustee of the DONNA LEE CURTON TRUST.

Witness my hand and official seal.

My commission expires: _____.

Notary Public
Address: _____

8-12-85