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**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
SUNPOINTE AT LAKEWOOD ESTATES CONDOMINIUMS II**

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**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
SUNPOINTE AT LAKEWOOD ESTATES CONDOMINIUMS II**

This Amended and Restated Declaration is made effective upon recording.

***RECITALS:***

A. Declarant, Nedlaw Construction Company, Inc., a Colorado corporation, recorded that certain Declaration of Covenants, Conditions and Restrictions of SunPointe at Lakewood Estates Condominiums II on July 5, 1984 at Reception No. 84062737 in the Office of the Clerk and Recorder for Jefferson County, State of Colorado as amended and supplemented by the following documents:

1. First Amendment to Declaration of Covenants, Conditions and Restrictions for SunPointe at Lakewood Estates Condominiums II recorded on June 22, 1988 at Reception No. 88060484 in the Office of the Clerk and Recorder for Jefferson County, State of Colorado;
2. Second Amendment to Declaration of Covenants, Conditions and Restrictions for SunPointe at Lakewood Estates Condominiums II recorded on December 30, 1993 at Reception No. 93220315 in the Office of the Clerk and Recorder for Jefferson County, State of Colorado; and
3. Other documents of record;

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

B. The Owners and the Association desire to amend and restate all provisions of the Original Declaration, as amended and supplemented, by virtue of this Amended and Restated Declaration of Covenants, Conditions and Restrictions for SunPointe at Lakewood Estates Condominiums II ("Declaration"), and intend, upon the recording of this Declaration, that all prior recorded declarations, amendments, and supplements thereto be superseded and replaced by this Declaration.

C. The Original Declaration provides for and allows for this Declaration in Section 19.2, which provides as follows:

This Declaration shall not be amended, except as otherwise herein provided, without the consent of Owners of Units to which at least 67% of the votes in the Association are allocated, and approval of 67% of the First Mortgagees.

D. The Original Declaration also provides in Section 21.7 as follows:

Whenever these Declarations require that a First Mortgagee receive notice, such requirement of notice shall be waived if the First Mortgagee has failed to register its name and proper address with the Association for the purpose of such notice.

E. Additionally, Section 21.8 of the Original Declaration provides:

Whenever these Declarations require the approval of First Mortgagees, only those First Mortgagees who have registered as provided under Section 21.7 need to be included in the request for approval and in any determination of whether the applicable percentage of First Mortgagees have approved any intended action of the first mortgagees have approved this Declaration.

F. There are currently no First Mortgagees that have registered with the Association pursuant to Sections 21.7 and 21.8 of the Original Declaration, and therefore, no mortgagee consent is required for this Declaration.

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

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

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

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

K. At least 67% of the Owners have approved this Declaration, or alternatively, a court order entered by the District Court for Jefferson County, Colorado pursuant to C.R.S. §38-33.3-217(7), has been entered approving this Declaration.



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

## **ARTICLE 1 DEFINED TERMS**

Section 1.1 Defined Terms. Each capitalized term in this Declaration or in the Map shall have the meaning specified or as used in the Act, unless otherwise defined in this Declaration or the context requires otherwise:

- (a) "Act" shall mean the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101 *et. seq.*, as it may be amended.
- (b) "Allocated Interests" shall mean the undivided interest in the Common Elements, the Common Expense liability, and the votes in the Association.
- (c) "Assessment" shall include all Common Expense Assessments and any other expense levied to a Unit pursuant to this Declaration or the Act, including interest, late fees, attorney fees, fines, and costs.
- (d) "Association" shall mean SunPointe at Lakewood Estates II Condominium Association, Inc., a Colorado nonprofit corporation, and its successors and assigns.
- (e) "Board" or "Board of Directors" or "Executive Board" shall mean the body designated in the Governing Documents to act on behalf of the Association.
- (f) "Common Elements" shall mean the Property within this Community other than the Units, which portion of the Property may be designated on the Map and in this Declaration. Common Elements shall include Limited Common Elements. The Common Elements shall be owned, as tenants in common, by the Owners of the separate Units, each owner of a Unit having an undivided interest in the Common Elements.
- (g) "Common Expenses" shall mean expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.
- (h) "Community" or "SunPointe at Lakewood Estates Condominiums II Community" shall mean the SunPointe at Lakewood Estates Condominiums II Community, as further defined by the recorded Map and this Declaration.
- (i) "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for SunPointe at Lakewood Estates Condominiums II, as amended, recorded in the office of the Clerk and Recorder of Jefferson County, Colorado.

(j) "Design Review Committee" or "Committee" means the committee appointed by the Board of Directors for the purpose of implementing the architectural review provisions of this Declaration and architectural guidelines for the Community to insure proper use, appropriate improvement, and harmonious additions, alterations and improvements within the Community.

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

(l) "Governing Documents" shall mean this Declaration, the Map, the Articles of Incorporation, the Bylaws, and any Rules and Regulations of the Sunpointe at Lakewood Estates II Condominium Association, Inc., as they may be amended.

(m) "Guest" shall mean a person staying at or visiting an Owner's Unit on a non-permanent basis, and as may be further defined by the Board of Directors through the Rules and Regulations and/or policies of the Association.

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

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

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

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

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

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

(t) "Proxy" shall mean (a) a person who is designated by another to represent that individual at a meeting or before a public body; or (b) the written authorization allowing one person to act on behalf of another.

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

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

## ARTICLE 2 NAMES/DESCRIPTION OF PROPERTY

Section 2.1 Name and Type. The type of Common Interest Community is a condominium community. The name of the Community is "SunPointe at Lakewood Estates Condominiums II". The name of the Association is the "SunPointe at Lakewood Estates II Condominium Association, Inc."

Section 2.2 Property. The Community is located in Jefferson County, State of Colorado. The Property subject to this Declaration is described in *Exhibit A* of this Declaration, in the Original Declaration, in the Map, and/or as is consistent with the common plan and scheme for the creation and operation of the Community. The Community may be subject to easements or licenses granted pursuant to this Declaration, granted by authority reserved in any recorded document, or established in the Act.

Section 2.3 Utility, Map and Map Easements. Easements for utilities and other purposes over and across the Units and Common Elements may be as shown upon a recorded plat or the Map of the Community, and as may be established pursuant to the provisions of this Declaration, or granted by authority reserved in any recorded document.

Section 2.4 Easements for the Association and Owners. Each Unit shall be subject to an easement in favor of the Association, acting through the Board of Directors (including its agents, employees and contractors), and to each Owner to allow for their performance of obligations in this Declaration. On exercising this easement right, the party exercising the right shall be responsible for any resulting damages. Non-emergency repairs shall be made only during regular business hours on business days after at least 24 hours notice to the occupants of a

Unit wherein repairs are to be made. The Association shall have an easement to enter a Unit to inspect for events which may be causing waste of water, heat or any other utility provided by the Association or paid as a part of Common Expenses. If the inspection reveals that the Owner has failed to maintain the Unit so as to prevent waste of common utility services provided for as a Common Expense, the Board shall follow the procedures provided for in this Declaration.

Section 2.5 Easement for Encroachments. If any part of the Common Elements encroaches or shall hereafter encroach upon a Unit, an easement for the existence of such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit currently encroaches upon the Common Elements, or upon another Unit, the Owner of that Unit shall and does have an easement for the existence of such encroachment and for the maintenance of same, except for incidental encroachments that may occur as a result of shifting of soils or settlement of a Unit. If any part of a Unit subsequently encroaches upon the Common Elements or upon another Unit, that encroachment shall be subject to all available remedies of the Association, or as allowed under this Declaration, unless the encroachment has been reviewed and approved (as provided for in this Declaration). The easement shall extend for whatever period of time the encroachment exists. Such easements for encroachments shall not be considered to be encumbrances either on the Common Elements or on a Unit. The actual location of a Unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered notwithstanding any minor deviations, either horizontally, vertically or laterally from the location of such Unit indicated on the Map.

Section 2.6 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of ingress and egress and enjoyment in, to, and over the Common Elements and Limited Common Elements appurtenant to his or her Unit, and such easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

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

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

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

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

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

Section 2.7 Delegation of Use. Owners may delegate their right of enjoyment to the Common Elements and facilities to Owner's family, tenants, invitees, lessees, and guests, subject to Rules and Regulations. If the Owner delegates rights to use the Common Elements and facilities to tenants or contract purchasers who reside in the Unit, the Owner shall not be entitled to use the Common Elements and facilities. The Board of Directors shall have the express right to limit Owners' ability to delegate their right to use the recreational amenities of the Community through Rules and Regulations and/or reasonable fees charged for such use.

Section 2.8 Loop Road Easement. A non-exclusive easement for ingress and egress is hereby granted to SunPointe at Lakewood Estates I Condominium Association, Inc., including all owners, members, and guests of members of said association across and over that property described in Exhibit C of this Declaration, the main loop road within the Community. A non-exclusive easement for access to and maintenance of certain Common Elements is hereby granted to SunPointe at Lakewood Estates Common Maintenance Association, Inc.

### ARTICLE 3 THE ASSOCIATION

Section 3.1 Membership. Every person who is an Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Ownership of a Unit shall be the sole qualification for membership. Each Unit shall be entitled to one vote. Fractional and cumulative voting are prohibited.

Section 3.2 General Purposes and Powers of the Association. The Association, through its Board of Directors, shall perform functions and manage the Community as provided in the Recitals section of this Declaration. All Owners and any purchaser of a Unit shall be deemed to have assented to, ratified and approved such designations and management. The Association shall have all power necessary or desirable to effectuate such purposes.

Section 3.3 Authority of the Association. The business affairs of the Community shall be managed by the Association. The Association shall be governed by the Act, to the extent it applies to communities created prior to July 1, 1992, this Declaration, the Map, its Articles of Incorporation and Bylaws, and any Rules and Regulations adopted by the Board of Directors. All corporate or other powers of the Association, unless otherwise specified or expressly reserved to the Members in the Governing Documents, shall be exercised by or under the authority of the Board of Directors, and the business and affairs of the Association shall be managed under the direction of the Board of Directors. The Board of Directors may, by written resolution, delegate authority to a manager or managing agent for the Association, provided no such delegation shall relieve the Board of final responsibility. The Association may exercise any right or privilege and shall perform all duties and obligations expressly granted or reasonably necessary or implied in the Governing Documents to effect such right or privilege or to satisfy such duty or obligation.

Section 3.4 Managing Agent. The Association may employ or contract for the services of a managing agent to whom the Board may delegate certain powers, functions, or duties of the Association, as provided in the Bylaws of the Association. The agreement shall be by written contract having a term of no more than three years and shall be subject to cancellation by the Association on 30 days notice, with or without cause, and without a cancellation fee. Further, any decision by the Association to terminate professional management and assume self management of the Community shall require the prior written consent of at least 67% of the total votes in the Association. The Board shall not be liable for any omission or improper exercise by a managing agent of any duty, power, or function so delegated by written instrument executed by or on behalf of the Board.

Section 3.5 Association Rights Regarding Units. The Association shall have the right, but not the obligation, to purchase, own, or lease any Unit for use as a manager's, building superintendent's, or engineer's residence or office. The Association may also maintain offices with the Common Elements and may use any Units owned by the Association for storage, recreation, or conference purposes or for any other use which the Association determines is reasonable and necessary.

Section 3.6 Allocated Interests. The ownership interest, Common Expense liability and votes in the Association allocated to each Unit are set as follows:

- (a) the percentage of ownership of the Common Elements, as set forth in Exhibit B of this Declaration;

(b) the percentage of liability for Common Expenses, as set forth in Exhibit B of this Declaration; and

(c) the number of votes in the Association, equally, with one vote per Unit.

Section 3.7 Security Disclaimer. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve security in the Community; however, each Owner, for himself or herself and his or her tenants, guests, licensees and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security in the Community. Furthermore, the Association does not guarantee that non-residents will not gain access to the Community and commit criminal acts in the Community, nor does the Association guarantee that criminal acts in the Community will not be committed by residents. It shall be the responsibility of each Owner to protect his or her person and property and all responsibility to provide such security shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide security or the ineffectiveness of measures taken.

Section 3.8 Education and Training. As a Common Expense, the Association shall, in accordance with the Act, provide education and training opportunities for Owners, residents and occupants, including providing funding and permitting use of facilities for such purposes. The Association shall provide education and training activities as a tool for fostering Owner, resident and occupant awareness of governance, operations and concerns of the Community and of the Association. Appropriate educational topics include dispute or conflict resolution, issues involving the Governing Documents, and education or topics benefitting or contributing to operation or governance of the Community and the rights and responsibilities of Owners and the Association. The Association may also fund and support education and training for officers and directors.

#### ARTICLE 4 UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 4.1 Number of Units. The number of Units presently included in the Community is 162.

Section 4.2 Unit Boundaries.

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

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

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

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

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

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

Section 4.3 Licensing of Use of Common Elements. The Association, acting through the Board, may license use of parts of the Common Elements to Owners on such terms and conditions as determined by the Board.

Section 4.4 Limited Common Elements.

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

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

(ii) Any patios, decks, steps, stoops, exterior doors, windows, or other fixtures designed to serve a single Unit, located outside the boundaries of the Unit, are Limited Common Elements allocated exclusively to the Unit and their use is limited to that Unit.

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



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

Section 4.5 Mechanic's Liens. No labor performed and/or materials furnished for use and incorporated into any Unit with the consent or at the request of the Owner thereof, his agent, contractor, or subcontractor, shall be the basis for the filing of a lien against a Unit of any other Owner not expressly consenting to or requesting the same, or against any interest in the Common Elements. Each Owner shall indemnify and hold harmless each of the other Owners and the Association from and against any liability or loss arising from the claim of any mechanic's lien against the Unit of any other Owner, the Common Elements, or any part thereof, for labor performed and/or materials furnished in work on the first Owner's Unit. The Association may pay any sums necessary to eliminate any lien filed against Units not benefitting from the labor and/or materials furnished and the Common Elements on behalf of the other Owners and all sums paid shall be an Individual Assessment against the Owner or Owners for whom the labor and/or materials were furnished.

## ARTICLE 5 MAINTENANCE AND SERVICE RESPONSIBILITIES

### Section 5.1 Association Maintenance and Services.

(a) Maintenance Obligations. The Board of Directors of the Association shall determine the specifications, scope, extent, nature and parameters of the Association's maintenance and service responsibilities. The cost of maintenance and repair of Limited Common Elements may be assessed against the Owner to whom the Limited Common Element is assigned under this Declaration. The Association shall maintain, repair, replace, and improve those items set forth in Exhibit D of this Declaration. To the extent Exhibit D does not clearly set forth the maintenance obligations for a particular component, the Board of Directors shall have the discretion to determine the maintenance obligations for such component.

(b) Maintenance of Common Elements by Owner. Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Elements by an Owner or occupant which is the responsibility of the Association hereunder (including, but not limited to landscaping of Common Elements) shall be performed at the sole expense of such Owner or occupant, and the Owner or occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

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

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

(e) Liability of Association.

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

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

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

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

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

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

Section 5.2 Owner's Maintenance Responsibility. Except as otherwise provided in this Declaration, each Owner shall have the obligation to maintain, repair, replace, and improve all items set forth in Exhibit D of this Declaration.

Section 5.3 Owner Responsibilities. Each Owner shall have the responsibility to:

- (a) perform his or her maintenance responsibility in such manner so as not to unreasonably disturb other persons in Units;
- (b) promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible;
- (c) pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Owner but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Owner, his or her family, tenants, guests, with the cost thereof to be added to and become part of the Owner's next chargeable Assessment;
- (d) An Owner shall be liable for all injuries or damages to person or property caused by or resulting from the Owner's maintenance or lack of maintenance of the Unit or any appurtenant Limited Common Element; and
- (e) Each Owner shall have the responsibility to perform his or her maintenance responsibility in such manner so as not to unreasonably disturb or put at risk other persons in Units, other Units or the Common Elements.

Section 5.4 Mold. Each Owner shall be required to take necessary measures to retard and prevent mold from accumulating in the Unit, and the Common Elements, including but not limited to appropriate climate control, removal of visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces and cleaning of the same. No Owner shall block or cover any heating, ventilation or air conditioning ducts. Owners shall immediately notify the Board in writing of the following: (a) any evidence of water leaks, water infiltration or

excessive moisture in a Unit; (b) any evidence of mold that cannot be removed by the Owner with a common household cleaner; (c) any failure or malfunction in heating, ventilation or air conditioning; (d) any inoperable doors, windows, heating, ventilation or air conditioning ducts. The receipt of notice by the Association shall not create any additional Association maintenance responsibility other than those set forth in this Declaration. Owners shall be responsible for any damage to his or her Unit and personal property, to any other Unit or the Common Elements, as well as any injury to the Owner or occupants resulting from the Owner's failure to comply with this section. Owners shall be responsible for all costs and expenses incurred by the Board to remove mold and/or damage within his or her Unit, to any other Unit or to the Common Elements if the Owner fails to meet the requirements of this Section.

Section 5.5 Inspection, Repair and Replacement of Designated Owner Maintenance Components. The Association shall have the right, but not the obligation, to conduct a periodic inspection, on a schedule to be determined by the Board of Directors, of designated Owner maintenance components as may be set forth in the Rules and Regulations. If, in the Board of Directors' sole discretion, the component needs to be maintained, repaired or replaced due to willful and negligent actions of the Owner, the Association may provide such maintenance, repair or replacement (even though such component may be the Owner's responsibility) and the cost of such periodic inspection, maintenance, repair or replacement may be assessed against the Owner of the Unit served by such component pursuant to the following Section of this Declaration.

Section 5.6 Failure to Maintain. If the Association determines that any Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair, or replacement of items of which he or she is responsible hereunder, then, except in the case of an emergency, the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Association.

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

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

## **ARTICLE 6**

### **COVENANT FOR COMMON EXPENSE ASSESSMENTS**

**Section 6.1    Creation of Association Lien and Personal Obligation to Pay Common Expense Assessments.** Each Owner, by acceptance of a deed for a Unit, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual Common Expense Assessments and such other Assessments as imposed by the Association. Such Assessments, including fees, charges, late fees, attorney fees, fines and interest charged by the Association and additional fees charged by the managing agent, including but not limited to, administration and witness fees, shall be the personal obligation of the Owner of such Unit at the time when the Assessment or other charges became or fell due. The annual Common Expense Assessments and such other Assessments as imposed by the Association, including fees, charges, late fees, attorney fees, fines and interest charged by the Association, shall be a charge on each Unit and shall be a continuing lien upon the Unit against which each such Assessment or charge is made. If any Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due. The personal obligation to pay any past due sums due the Association shall not pass to a successor in title unless expressly assumed by them. No Owner may become exempt from liability for payment of the Common Expense Assessments by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the Common Expense Assessments are made. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted by any reason including, without limitation, any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration. Except as provided in this Declaration, all Common Expense Assessments shall be assessed against all Units in accordance with the formula for liability for the Common Expenses as set forth in this Declaration. Common Expense Assessments are currently allocated among the Owners as set forth in Exhibit B.

**Section 6.2    Basis of Assessments.** The Common Expense Assessment may be made on an annual basis against all Units and shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such Assessment year, including 60% of the cost of maintenance of the Common Elements to be maintained by SunPointe at Lakewood Estates Common Maintenance Association, Inc.

Section 6.3 Annual Assessment. Common Expense Assessments shall be allocated as set forth in Exhibit B of this Declaration and shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board of Directors. The omission or failure of the Board of Directors to levy the Assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay.

Section 6.4 Special Assessments. In addition to the annual Assessments authorized above, the Association may levy, in any Assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any reconstruction, repair or replacement of the Common Elements, including fixtures and personal property related thereto, or for any other purpose deemed necessary and appropriate by the Board of Directors. Special Assessments may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall have the right to require that Special Assessments be paid in advance of the provision of the subject services or materials.

Section 6.5 Supplemental Assessments. The Association shall have the right to add to any Owner's Assessment as provided in this Article the following:

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

Section 6.6 Application of Payments. All sums collected on a delinquent account referred to an attorney shall be remitted to the Association's attorney until the account is brought current. All payments received on an account of any Owner or the Owner's Unit shall be applied to payment of any and all legal fees and costs (including attorney fees), expenses of enforcement and collection, late fees, returned check fees, lien fees and other costs owing or incurred with respect to such Owner pursuant to the Governing Documents, prior to application of the payment to any special or regular Assessments due or to become due with respect to such Owner.

Section 6.7 Effect of Non-Payment of Assessments.

(a) The Association may assess a reasonable late fee, as determined by the Board of Directors, on any Assessment, charge or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within 10 days after the due date thereof. Additionally, any Assessment, charge or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within 30 days after the due date thereof, as established by the Board of Directors, shall bear interest at the rate established by the Board of Directors, on a per annum basis to accrue monthly, from the due date.

(b) Failure to make payment within 90 days of the due date thereof shall cause the total amount of such Owner's Common Expense Assessment for the remainder of that fiscal year to become immediately due and payable at the option of the Board. The Board may, in its discretion, decelerate the Member's annual Assessment.

(c) Further, the Association may bring an action at law or in equity, or both, against any Owner personally obligated to pay such overdue Assessments, charges or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Owner's Unit. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid Assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving, the Association's lien therefor.

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

first lien security interest as set forth in its deed of trust or mortgage (including any of rents), to the extent permitted under the Act.

Section 6.8 Assignment of Rents. If a Unit is rented by its Owner, the rent is hereby pledged and assigned to the Association as security for the payment of all Assessments due by that Owner to the Association. If the Assessments owed by the Owner of a rented Unit are more than 30 days delinquent, the Association may collect, and the occupant or lessee shall pay to the Board, the rent for any Unit owned by the delinquent Owner, or that portion of the rent equal to the amount due to the Association; provided, however, the lessee need not make such payments to the Association in excess of or prior to the due date for monthly rental payments unpaid at the time of the Board's request. The Association shall send notice to the Owner by any reasonable means at least 10 days prior to initiating the collection of rent from the Owner's occupant or lessee. The occupant and/or lessee shall not have the right to question the Association's demand for payment. Payment by the occupant or lessee to the Association will satisfy and discharge the occupant or lessee's duty of payment to the Owner for rent, to the extent of the amount paid to the Association. No demand or acceptance of rent under this Section shall be deemed to be a consent or approval of the Unit rental or a waiver of the Owner's obligations as provided in the Declaration. The Association shall not exercise this power where a receiver has been appointed with respect to a Unit or Owner, nor in derogation of the exercise of any rights to rents by the holder of a first lien security interest of a Unit. If an occupant or lessee fails or refuses to pay rent to the Association as provided for in this Section, the Association shall have the right to bring an action for unlawful detainer for non-payment of rent under Colorado statutes, and the costs and attorney fees incurred by the Association in connection with that action shall be collectable from the occupant or lessee in that action, and from the Owner of the Unit in the same manner as any other Assessment under this Declaration.

Section 6.9 Lien Priority. The lien of the Association under this Section is prior to all other liens and encumbrances on a Unit except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) a first lien security interest on the Unit (except as allowed by the Act with regard to the limited lien priority allowed to the Association); and (3) liens for real estate taxes and other governmental assessments or charges against the Unit. This Section does not affect the priority of mechanics' or materialmen's liens. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. Sale or transfer of any Unit shall not affect the lien for said Assessments or charges except that sale or transfer of any Unit pursuant to foreclosure of any first lien security interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of Assessment charges as provided by applicable state law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Unit from continuing liability for any Assessment charges thereafter becoming due, nor from the lien thereof.



Section 6.10 Borrowing. The Association shall have the power to assign its right to future income, including the right to assign its right to receive Common Expense Assessments, but only upon the affirmative vote or approval of 67% of all Owners.

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

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

Section 7.1 Use/Occupancy.

(a) All Units within the Community shall be used only for those uses and/or purposes as allowed by the local zoning, control and regulation, and permitted by this Declaration, subject to any Rules and Regulations adopted by the Association. Units shall not be used for any purpose other than a residential dwelling except as set forth in this Section. Home occupations shall be allowed so long as the home occupations are incidental and secondary to the use of the Unit and do not change the residential character thereof, comply with local zoning ordinances and regulations, and comply with this Declaration. External advertising of any kind is prohibited. In no instance shall a home occupation be visible externally, nor shall any home occupation employ any person other than the Owner. Uses which have one or more of the following characteristics are not permitted: (a) manufacturing or fabrication of any kind; (b) storage of hazardous materials; (c) increased traffic or parked vehicles beyond that reasonable and customary to a residential dwelling use; (d) permanent or long term parking of heavy equipment, including semi trailers; (e) the use or rental of any structure on a Unit for any transient, hotel, motel, bed and breakfast, restaurant, bar or other commercial purposes.

(b) If the Owner of a Unit is a corporation, partnership, trust or other legal entity not being a natural person, the entity shall designate in writing the name(s) of the person(s) who will occupy the Unit. The designated person(s) shall not be changed more frequently than once every one year, and any such change must be designated in writing within 10 days of the change.

Section 7.2 Leasing and Occupancy. In order to preserve the character of the Community as predominantly Owner-occupied, and to comply with the eligibility requirements for financing in the secondary mortgage market, the leasing of Units shall be governed by the restrictions imposed by this Section. Except as provided herein, the leasing of Units shall be

prohibited. "Leasing," for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person other than the Owner; provided, however, for the purposes of this Declaration, leasing shall not include the occupancy of the Unit by the child or parent of an Owner. For purposes of this Declaration, occupancy by a roommate of an Owner who occupies the Unit as such Owner's primary residence shall not constitute leasing under this Declaration.

(a) General. Owners desiring to lease their Units may do so only if they have applied for and received from the Association either a "Leasing Permit" or a "Hardship Leasing Permit." Such a permit, upon its issuance, will allow an Owner to lease his or her Unit provided that such leasing is in strict accordance with the terms of the permit and this Section. The Association shall have the authority to establish conditions as to the duration and use of such permits consistent with this Section. All Leasing Permits and Hardship Leasing Permits shall be valid only as to specific Owners and Units and shall not be transferable between either Units or Owners; provided, however if a valid lease is in place at the date of transfer of the Unit, that lease may continue until the expiration of the lease term or for a maximum of one year, whichever is earlier.

(b) Applicability. Those Owners who are leasing their Units upon the effective date of this Declaration shall be entitled to a Leasing Permit, notwithstanding the percentage limitations set forth herein. However, upon conveyance or transfer of a Unit, any grantee of the Unit shall be subject to the provisions of this Section.

(c) Leasing Permits. An Owner's request for a Leasing Permit shall be approved if current, outstanding Leasing Permits have not been issued for more than 30% of the total Units in the Community. A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (1) subject to the terms of subsection (a) above, the sale or transfer of the Unit to a person or entity other than the Owner (excluding sales or transfers to (a) an Owner's spouse, (b) a person cohabitating with the Owner, and (c) a corporation, partnership, company, or legal entity in which the Owner is a principal); (2) the voluntary surrender of the permit by the Owner. If current Leasing Permits have been issued for more than 30% of the total Units, no additional Leasing Permits shall be issued (except for Hardship Leasing Permits) until the number of outstanding current Leasing Permits falls below 30% of the total Units in the Community. Owners who have been denied a Leasing Permit shall automatically be placed on a waiting list for a Leasing Permit and shall be issued the same if they so desire when the number of current outstanding Leasing Permits issued falls to 30% or less of the total Units in the Community. The issuance of a Hardship Leasing Permit to an Owner shall not cause the Owner to be removed from the waiting list for a Leasing Permit.

(d) Hardship Leasing Permits. If the failure to lease will result in a hardship, the Owner may seek to lease on a hardship basis by applying to the Association for a Hardship Leasing Permit. The Association shall have the authority to issue or deny requests for Hardship Leasing Permits in its discretion after considering the following factors: (1) the nature, degree, and likely duration of the hardship, (2) the harm, if any, which will result to the Condominium if the permit is approved, (3) the number of Hardship Leasing Permits which have been issued to other Owners, (4) the Owner's ability to cure the hardship, and (5) whether previous Hardship Leasing Permits have been issued to the Owner. A "hardship" as described herein shall include, but not be limited to the following situations: (1) an Owner must relocate his or her residence outside the greater Denver metropolitan area and cannot, within six months from the date that the Unit was placed on the market, sell the Unit except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) where the Owner dies and the Unit is being administered by his or her estate; and (3) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit. The Board may adopt rules and regulations further clarifying situations constituting "hardship." Hardship Leasing Permits shall be valid for a term not to exceed one year. Owners may apply for additional Hardship Leasing Permits. Hardship Leasing Permits shall be automatically revoked if, during the term of the permit, the Owner is approved for and receives a Leasing Permit.

(e) Leasing Provisions. Leasing which is authorized, pursuant to permit, hereunder shall be governed by the following provisions:

(i) Short term occupancies and rentals (of less than one year) of Units shall be prohibited.

(ii) All leases or rental agreements shall be in writing and shall provide that the leases or rental agreements are subject to all terms of the Governing Documents. Owners are required to provide tenants with copies of the current Declaration, Articles of Incorporation, Bylaws and any Rules and Regulations of the Association.

(iii) Each Owner who leases his or her Unit shall provide the Association a copy of the current lease and tenant information, including the names of all occupants, vehicle descriptions, including license plate numbers, and any other information reasonably requested by the Association or its agents.

(iv) Each Owner is strongly encouraged to conduct full background checks, including credit and criminal reports, for each lease applicant.

(v) All occupancies, leases and rental agreements of Units shall state that the failure of the tenant, lessee, renter or their guests to comply with the terms of the Governing Documents shall constitute a default of the occupancy, lease or rental agreement and of this Declaration and such default shall be enforceable by either the Association or the landlord, or by both of them.

(vi) All occupancies of Units shall be subject to the right of the Association to remove and/or evict the occupant for failure to comply with the terms of the Declaration, the Bylaws of the Association, the Articles of Incorporation or the Rules and Regulations of the Association. If the Association requests that the Owner evict the Owner's tenant based on the terms of this Declaration, and the Owner fails to commence such action within 30 days of the date of the Association's request and notice, the Association may commence eviction proceedings. Upon failure by the Owner to comply with the Association's request to evict, the Owner delegates and assigns to the Association, acting through the Board, the power and authority to evict the lessee as attorney-in-fact on behalf of and for the benefit of the Owner. If the Association evicts the lessee, any costs, including, but not limited to, reasonable attorney fees actually incurred and court costs associated with the eviction shall be an Assessment and lien against the Unit.

(vii) Leases shall be for or of the entire Unit.

(viii) All Owners who reside at a place other than the Unit shall provide to the Association an address and phone number(s) where the Owner can be reached in the case of emergency or other Association business. It is the sole responsibility of the Owner to keep this information current.

(ix) The Association shall have the authority to adopt Rules and Regulations regarding leasing, including the implementation of this restriction, and for implementation of other restrictions in the Declaration and as allowed by law.

(f) Inapplicability of this Section to First Mortgagees and Association.  
Notwithstanding the above, this Section shall not apply to any leasing transaction entered into by the Association, or the holder of any first mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage. Such parties shall be permitted to lease a Unit without first obtaining a permit in accordance with this Section, and such Units shall not be considered as being leased in determining the maximum number of Units that may be leased in accordance with this Section.

Section 7.3 Use of Patios. Nothing shall be hung from or placed outside the Unit, including patios, unless allowed in the Rules and Regulations or with written permission from the Board.

Section 7.4 Restrictions on Animals and Pets. Two Pets per Unit may be kept in a Unit, if the Pet(s) is not a nuisance to other residents. The Association shall have the authority to adopt Rules and Regulations further restricting Pets in the Community. No resident shall maintain or keep any Pet which, in the sole discretion of the Board, is considered to be a danger to the Owners, management staff or occupants in the Community or is otherwise considered to be a dangerous breed, as may be further defined in the Rules and Regulations. If a Pet is deemed a nuisance by the Association, the resident having control of the Pet shall be given a written notice to correct the problem and if not corrected, that resident will be required to remove the Pet from the Community pursuant to, and in accordance with, any dispute resolution procedures as may be set forth in this Declaration or the Rules and Regulations, if any. Pets may not be kept for any commercial purposes. Animals are not permitted in the recreational areas. When on other Common Elements, Pets must be on a leash and under control. Feces left by Pets upon the Common Elements or Limited Common Elements, must be removed promptly by the owner of the Pet or the person responsible for the Pet. Pets shall not be allowed to defecate or urinate on any patio in the Community. Owners shall hold the Association harmless from any claim resulting from any action of their Pets or the Pets of their tenants, guests or other invitees.

Section 7.5 Antennae. "Permitted Antennas" are defined as (a) an antenna which is less than one meter in diameter and is used to receive direct broadcast satellite service, including direct-to-home satellite services, or is used to receive or transmit fixed wireless signals via satellite; (b) an antenna which is less than one meter in diameter and is used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instruction television fixed services, and local multipoint distribution services or is used to receive or transmit fixed wireless signals other than via satellite; (c) an antenna which is designed to receive broadcast television broadcast signals; or (d) other antennas which are expressly permitted under applicable federal statutes or regulations. In the event a Permitted Antenna is no longer expressly permitted under applicable federal statutes or regulations, such antenna will no longer be a Permitted Antenna for purposes of this Section.

Permitted Antennas shall be installed in the least conspicuous location available on the Unit or Limited Common Elements which permits acceptable signals, without unreasonable delay or increase in the cost of installation, maintenance or use of the Permitted Antenna. The Association may adopt rules regarding location and installation of Permitted Antennas, subject to limitations of applicable federal law. Except as allowed by federal statutes and regulation, no exterior television or any other antennae, microwave dish, satellite dish, satellite antenna, satellite earth station or similar device of any type shall be erected, installed or maintained on a Unit or Limited Common Elements.

Section 7.6 Nuisances. No nuisance shall be permitted within the Community, nor any use, activity or practice which is the source of unreasonable annoyance or embarrassment to, or which unreasonably offends or disturbs any Owner or which may unreasonably interfere with the peaceful enjoyment or possession or the proper use of a Unit or Common Element, or any portion of the Community by residents.

Section 7.7 No Annoying Lights, Sounds or Odors. No light shall be emitted from any portion of the Community which is unreasonably bright or causes unreasonable glare, and no sound or odor shall be emitted from any portion of the Community which would reasonably be found by others to be noxious or offensive. Without limiting the generality of the foregoing, no exterior spot lights, searchlights, speakers, horns, whistles, bells or other light or sound devices shall be located or used on any portion of the Community except with the prior written approval of the Association.

Section 7.8 Parking, Storage, and Repairs.

(a) Parking upon the Common Elements and Limited Common Elements shall be regulated by the Association.

(b) Parking designated as visitor or guest parking shall not be used by Owners or occupants.

(c) The following may not be parked or stored within the Community, unless such parking or storage is within a garage, or unless authorized in writing by the Association, or unless allowed by the Act as an "emergency vehicle": oversized vehicles, trailers, camping trailers, boat trailers, hauling trailers, boats or other motorcraft and accessories thereto, self-contained motorized recreational vehicles, trucks over one ton, commercial vehicles, vehicles with commercial writing on their exteriors or other oversized types of vehicles or equipment as prohibited by rule or regulation. The foregoing may be parked as a temporary expedience for loading, delivery of goods or services, or emergency; provided, however, overnight parking of the same is prohibited. This restriction shall not apply to trucks or other commercial vehicles temporarily located within the Community which are necessary for construction or for the maintenance of the Common Elements, Units, or any improvement located thereon.

(d) No abandoned, unlicensed or inoperable automobiles or vehicles of any kind shall be stored or parked within the Community unless parked or stored within a garage. An "abandoned or inoperable vehicle" shall be defined by Colorado statutes governing inoperable or abandoned vehicles on public streets, or as defined by rule or regulation adopted by the Association.

(e) No motor vehicle may impede the safe and efficient use of streets within the Community by residents, obstruct emergency access to/from the Community, or interfere with the reasonable needs of other residents to use their driveway or streets or guest parking within the Community.

(f) No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat, may be performed or conducted outside of the garages, except as permitted by the Association's Rules and Regulations or approval.

(g) Garages, garage driveways, and designated parking spaces (designated as either a part of a Unit, a Limited Common Element or as a part of Common Elements) are restricted to use for access or as a parking space for vehicles.

(h) Parking in fire lanes (as designated by the Association or as designated by local government or a local fire protection authority) shall not be permitted.

(i) If any vehicle is parked on any portion of the Community in violation of this Section or in violation of the Association's Rules and Regulations, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after 72 hours the vehicle may be towed or booted. The notice shall include the name and telephone number of a person to contact regarding the alleged violation. A notice also shall be conspicuously placed at the Community stating the name and telephone number of the person or entity which will do the towing and/or booting hereunder. If 72 hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six months of such notice, the vehicle may be towed or booted in accordance with the notice, without further notice to the vehicle owner or user, and the owner thereof shall be solely responsible for all towing and storage charges.

(j) If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or occupant's Unit or dwelling, is obstructing the flow of traffic, is parked on any grassy area, is parked in a space which has been assigned as exclusively serving another Unit, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed or booted immediately.

(k) If a vehicle is towed or booted in accordance with this Section, neither the Association nor any officer or agent of the Association shall be liable to any person for towing and storage costs or for any claim of damage as a result of the towing or booting activity. The Association's right to tow or boot is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. Notwithstanding anything to the contrary in this Section, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

Section 7.9 Tanks. No tanks of any kind (either elevated or buried), except for small portable tanks associated with an outdoor gas grill shall be erected, placed or permitted in the Community without the prior written approval of the Association.

Section 7.10 Restrictions on Clotheslines and Storage. Except for retractable clotheslines which comply with reasonable aesthetic regulations adopted by the Board and except as otherwise permitted by Colorado law, no clotheslines, equipment, storage or storage areas shall be installed, allowed, kept, maintained or permitted in the Community unless the same, in each instance, is expressly permitted in writing by the Association. Owners shall deem to hold the Association harmless from any claim resulting from any clotheslines, equipment, storage or storage areas maintained in the Community.

Section 7.11 Outbuildings and Temporary Structures. An "outbuilding" shall mean an enclosed or covered structure not directly attached to the dwelling it serves. No outbuilding or temporary structure, including sheds, playhouses, trailers, mobile homes, tents, shacks, barns, or detached garages, carports, hot tubs, spas, jacuzzis, or any other similar spa type equipment shall be allowed in the Community unless approved in writing by the Board of Directors. Further, no outbuilding or temporary structure shall be used in the Community at any time for residential purposes, either temporarily or permanently.

Section 7.12 Restriction on Mining and Drilling. No Property within the Community shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel or earth.

Section 7.13 Use of Common Elements. Nothing shall be altered on, constructed in, or removed from the Common Elements without the prior written approval of the Association. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written approval of the Association.

Section 7.14 Compliance with Insurance Requirements. Except as may be approved in writing by the Association, nothing shall be done or kept on the Community which may result in a material increase in the rates of insurance or would result in the cancellation of any insurance maintained by the Association.

Section 7.15 Restriction on Signs and Advertising Devices.

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

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



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

Section 7.16 Prohibition of Marijuana Distribution and Growing. No Owner or occupant of a Unit may utilize such Unit for the purpose of growing or distributing marijuana or medical marijuana. This prohibition may further be clarified by the Board of Directors through Rules and Regulations. Owners will be responsible for any damage resulting from a violation of this restriction, including but not limited to increased water and utility charges.

Section 7.17 Prohibited Activities Inside Units. No Owner or occupant of a Unit may engage in any activity or practice which, in the sole discretion of the Board, is considered a threat to the health and/or safety of other Owners and residents within the Community, including but not limited to, hoarding, creating conditions conducive to indoor fires, allowing Units to fall into a state of disrepair to the point that rodents or other pests enter, or any other conditions which could cause damage or harm to other Units in the Community.

Section 7.18 No Restrictions on Mortgaging of a Unit. There are no restrictions on the right of the Owners to mortgage or otherwise encumber their Unit. There is no requirement for the use of a specific lending institution or particular type of lender.

Section 7.19 Map Restrictions. The restrictions, if any, included on the Map for the Property are incorporated herein by this reference.

Section 7.20 Rules and Regulations. In furtherance of the provisions of this Declaration and the general plan, Rules and Regulations concerning and governing the Community or any portion thereof may be adopted, amended, or repealed from time-to-time by the Board of Directors. The Board of Directors may establish and enforce penalties for the infraction thereof.

Section 7.21 Compliance with Governing Documents. Each Owner shall comply strictly with the provisions of this Declaration, the Articles of Incorporation, Bylaws, and the Rules and Regulations of the Association, as amended.

Section 7.22 Use of the Words SunPointe at Lakewood Estates II Condominium Association, Inc. and SunPointe at Lakewood Estates Condominiums II. No resident or Owner shall use the words SunPointe at Lakewood Estates II Condominium Association, Inc or SunPointe at Lakewood Estates Condominiums II or the logo of the Community or Association, if any, or any derivative thereof, in connection with any goods, materials or services, the use of which is likely to cause confusion, mistake or deception as to the source or origin of such goods, materials or services, without the prior written consent of the Association.

## ARTICLE 8 MODIFICATIONS TO UNITS

Section 8.1 Alterations of Units or Limited Common Element Patios Without a Change in Allocated Interests or Boundaries of a Unit. Owners shall have the right, with written approval from the Board, and subject to the provisions of this Article, to make the following alterations to their Units or Limited Common Element patios:

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

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

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

(iii) No Combination of Units. Owners shall be prohibited from removing or altering any intervening partition between adjoining Units and from creating apertures therein.

(b) Exteriors. Owners have the right to make improvements or alterations to the exterior Limited Common Element patio or deck area, as provided for in this Article and with approval of at least 67% of the votes in the Association.

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

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

provisions of this Article.

(ii) Exterior Changes. No porch, garden or yard enclosure, awning, screen, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected, applied to, placed upon or attached to any Unit, or any part thereof or upon any Common or Limited Common Elements without, in each instance, written approval of the Design Review Committee as set forth in the following Article 9 of this Declaration.

(iii) Painting and Decals. No painting, attaching of decals or other decoration shall be done on any exterior part or surface of any Unit, or on the interior surface of any window without written approval of the Design Review Committee as set forth in the following Article 9 of this Declaration, except for holiday decorations, displays, flags and/or signs, which shall be expressly allowed, subject to the Rules and Regulations of the Association.

(d) Application and Approval Requirements. All changes allowed for under the above authority may only be made by the Owners of those Units, as applicant, after application to and approval by the Board. The application and approval process shall include at least the following:

(i) Signatures. The signatures of all of the Owners of the Units that are proposed to have changes must be on the application;

(ii) Representations. The Owners must represent and warrant that the proposed modifications do not affect the structural integrity, electrical systems, mechanical systems, utilities, lessen the support of any portion of the Community or violate any of the provisions of this Article;

(iii) Contents of the Application. The application must contain at least the following:

(1) evidence sufficient to the Board that the applicant has complied with and/or will comply with all local rules and ordinances and that the proposed changes do not violate the terms of any document evidencing a security interest of a lender in any of the applicant's Units;

(2) all necessary and proper permits and approvals from the appropriate governmental authorities have been or will be obtained;

(3) proof that the contractor(s) of the Owner is/are licensed and adequately insured; and

(4) such other information as may be reasonably requested by the Association.

(iv) Agreement May Be Required. The Board may require the Owner's written agreement (in the form required by the Board) providing for the following:

(1) for the Owner to be responsible, now and/or in the future, for any structural deficiencies or problems, electrical deficiencies or problems, mechanical structural integrity, electrical systems, utility or mechanical deficiencies or problems or problems associated with a lessening of support of any portion of the Community, or for violations of any of the provisions of this Article, all as may reasonably be determined by the Association;

(2) for the Owner's agreement to be responsible for ongoing maintenance, repair, replacement and improvement of any or all of the proposed additions/modifications of the Owner. The Association may require Owners to be responsible for all or some of the maintenance, repair, replacement and improvement of the proposed modifications;

(3) for the Owner's payment of the fees and costs of the Board, together with a deposit against fees and costs which the Board will incur in reviewing and effectuating the application, in an amount reasonably estimated by the Board, in advance of any billing for costs and expenses of the Association;

(4) for reasonable advance notice by the Owner for the work to be performed, from the Owner or from the Owner's contractor; and

(5) satisfaction of all conditions as may be reasonably imposed by the Board.

Section 8.2 Reply and Communication. The Association shall reply to all submittals of plans made in accordance with this Article pursuant to the following Article 9 of this Declaration.

Section 8.3 Maintenance Responsibilities. For all modifications made to a Unit by an Owner, whether made under the authority and with the approvals under this Article, or whether made previously or without approvals required under this Article, the Owner shall be responsible for maintenance, repair and replacement of all modifications unless the Association expressly assumes any of those responsibilities in writing.

Section 8.4 Fees and Costs. Owners shall be obligated to pay all fees and costs incurred by the Association in reviewing and effectuating an Owners's application, whether by deposit, or subsequent invoice from the Association.

## **ARTICLE 9**

### **ARCHITECTURAL REVIEW**

Section 9.1 Required Approval. Except as otherwise set forth in this Declaration, no exterior additions or modifications of Units or other structures may be commenced unless complete plans and specifications shall have been first submitted to and approved in writing by the Board, with input and recommendation from the Design Review Committee ("Committee"), as may be outlined in the Rules and Regulations.

Section 9.2 Acknowledgment of Owners. Owners acknowledge, accept and agree to the following:

- (a) Owners will not commence construction or installation of an improvement until they have submitted improvement plans and specifications and received written approval from the Board;
- (b) Owners shall immediately comply with any request by the Association for additional information relating to an improvement prior to the Board's approval of a request and/or prior to the completion of an improvement. Failure to comply with such a request by an Owner shall result in the withdrawal of Board approval, if previously granted;
- (c) Board approval does not constitute approval of the local building or zoning department, drainage design or structural soundness;
- (d) Owners shall notify the Board of completion of the improvement's installation or construction within five days of such completion;
- (e) Upon completion of an improvement, Owners authorize the Committee and/or the Board or its representative(s) to enter the Unit for inspection;
- (f) Failure of an Owner to notify the Board of completion of an approved improvement, or refusal to allow inspection, may result in the withdrawal of the Board's approval;
- (g) If the improvement as built does not conform to the improvement as approved by the Board, the Board's approval will be deemed withdrawn, and upon written request of the Board, Owners shall, at their own expense and cost, promptly bring the improvement into compliance with the submitted and approved plans and specifications;

(h) In the event of withdrawal of Board approval for any reason(s) cited in this Section, and upon written request from the Board, the Owner, at his or her expense and cost, shall promptly restore the Unit to substantially the same condition as it existed prior to commencement of the improvement's installation or construction, and such withdrawal will be deemed to toll the statute of limitations as it pertains to the improvement until such time as the improvement is brought into compliance.

Section 9.3 Architectural Criteria. The Board shall exercise its reasonable judgment after receiving the Committee's recommendation to the end that all attachments, improvements, construction, landscaping and alterations to improvements in the Community shall comply with the requirements set forth in this Declaration. The approval or consent of the Board on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious. Approval shall be based upon, but not limited to, conformity and harmony of the exterior appearance of structures with neighboring structures preservation of aesthetic beauty, and conformity with the specifications and purposes generally set out in this Declaration. Upon its review of such plans, specifications and submittals, the Board may require that the applicant(s) reimburse the Board for actual expense incurred by it in its review and approval process.

Section 9.4 Establishment of the Committee. The Committee shall consist of a minimum of three members appointed by the Board of Directors. The Board shall have the authority to remove any members of the Committee at its sole discretion. The Committee shall review applications initially submitted for architectural approval to ensure such applications comply with the architectural criteria set forth in the Governing Documents. The Committee shall then issue a recommendation to the Board.

Section 9.5 Architectural Guidelines. The Committee and/or Board may propose architectural guidelines from time to time, which guidelines may be approved by the Board of Directors and included in or with any Rules and Regulations of the Association.

Section 9.6 Reply and Communication. The Board shall reply to all submittals of plans made in accordance herewith in writing within 45 days after receipt. In the event the Board fails to take any action on submitted plans and specifications within 45 days after the Board has received the plans and specifications, approval shall be deemed to be denied. All communications and submittals shall be addressed to the Board in care of the Association.

Section 9.7 Conditions of Approval. In the discretion of the Board or the Committee, an Owner may be required to enter into a written agreement establishing the approval of the application in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interest. As a condition of approval for a requested architectural change, modification, addition or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest, affirms and shall assume, unless otherwise agreed in writing, all responsibilities for maintenance, repair, replacement and insurance to and on such change,

modification, addition or alteration.

Section 9.8 Commencement and Completion of Construction. All improvements approved by the Board must be commenced within 90 days from the date of approval. If not commenced within such time, then such approval shall be deemed revoked by the Board, unless the Board gives a written extension for commencing the work. Additionally, except with written Board approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the Owner, all work approved by the Board shall be completed within 90 days of commencement.

Section 9.9 Variances. The Board may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Declaration in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the conditions and restrictions contained in this Declaration or in architectural guidelines.

Section 9.10 Waivers. The approval or consent of the Board, or appointed representative thereof, to any application for architectural approval shall not be a waiver of the right to deny approval for any application subsequently submitted for approval or consent by the same Owner.

Section 9.11 Liability. The Board, Committee, and the members thereof, as well as any representative of the Board designated to act on its behalf, shall not be liable in damages to any person submitting requests for approval or for any approval, or failure to approve or disapprove in regard to any matter within its jurisdiction under these covenants. Neither the Board nor the Committee shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements.

Section 9.12 Records. The Association shall maintain written records of all architectural approval applications submitted and all actions taken and decisions made with respect thereto. Such records shall be open and available for inspection and copying by any Owner and such Owner's designated agent(s) during reasonable hours of the business day according to any policy adopted by the Board.

Section 9.13 Enforcement. Enforcement of these covenants, restrictions, charges and other provisions, as amended, may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provision. The Association shall have the right, but not the obligation, to institute, maintain and prosecute any such proceedings. In any action instituted or maintained under this Section, the Association may be entitled to recover its costs and reasonable attorney fees incurred pursuant thereto, as well as any and all other sums awarded by the court. Failure of the Association to enforce any covenant or restriction contained in this Section shall in no event be deemed a waiver of the right to do so thereafter. In addition, or in the alternative, the Association shall have all other enforcement rights as set forth in this

Declaration.

## ARTICLE 10 INSURANCE/CONDEMNATION

Section 10.1 Insurance to be Carried by the Association. The Association shall obtain and maintain in full force and effect, to the extent reasonably available and at all times, the insurance coverage set forth in this Declaration and as set forth in the Act, which insurance coverage shall be provided by financially responsible and able companies duly authorized to do business in the State of Colorado.

Section 10.2 Association Hazard Insurance on the Units and Common Elements.

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

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

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

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

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



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

Section 10.3 Owner Insurance Responsibilities. Unit Owners are specifically responsible for maintaining insurance which covers his or her Unit to the extent not covered by policies maintained by the Association, as set forth in **Exhibit D** of this Declaration. Owners are also responsible for general liability insurance within a Unit. The liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any insurance carried by Unit Owners. The policies of insurance carried by the Association shall be primary, even if a Unit Owner has other insurance that covers the same loss or losses as covered by policies of the Association. The Association's insurance coverage, as specified in this Declaration, and under the Act, does not obviate the need for Unit Owners to obtain insurance for their own benefit.

Section 10.4 Association Flood Insurance. The Association shall obtain flood insurance to the extent required by the Federal Emergency Management Agency (FEMA) or any other governmental agency.

Section 10.5 Association Liability Insurance. The Association shall obtain a policy of public liability and property damage liability insurance covering the Common Elements, in such limits as the Board may determine from time to time, but not in any amount less than a combined single limit of \$1,000,000.00. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other uses of the Community. All liability insurance shall name the Association as the insured.

Section 10.6 Association Fidelity Insurance. The Association shall obtain fidelity coverage or fidelity bonds to protect against dishonest acts on the parts of its officers, directors, trustees and employees and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The fidelity coverage or bonds should be in an amount equal to at least three months Common Expense Assessments plus cash reserves.

Section 10.7 Association Workers' Compensation and Employer's Liability Insurance. The Association shall obtain workers' compensation and employer's liability insurance and all other similar insurance with respect to its employees in the amounts and forms as may now or hereafter be required by law.

Section 10.8 Association Directors' and Officers' Personal Liability Insurance. The Association shall obtain directors' and officers' personal liability insurance to protect the directors, officers, committee members and any person acting at the discretion of the Board from personal liability in relation to their duties and responsibilities in acting on behalf of the Association. The director's and officers' insurance coverage shall include non-monetary claim coverage and coverage for the managing agent.

Section 10.9 Other Association Insurance. The Association may obtain insurance against such other risks, as it shall deem appropriate with respect to the Association responsibilities and duties.

Section 10.10 Miscellaneous Terms Governing Insurance Carried by the Association. The Association shall maintain, to the extent reasonably available, insurance policies with the following terms or provisions:

(a) All policies of insurance shall provide that each Owner is an insured under the policy with respect to liability arising out of such Owner's membership in the Association.

(b) All policies of insurance shall contain waivers of subrogation against any Owner or member of his or her household.

(c) All policies of insurance shall contain waivers of any defense based on invalidity arising from any acts of an Owner and shall provide that such policies may not be canceled or modified without at least 30 days prior written notice to all of the Owners, holders of first lien security interests and the Association.

(d) All Association policies of hazard insurance shall contain ordinance or law coverage, demolition cost coverage, increased cost of construction coverage and inflation guard insurance;

(e) If requested, duplicate originals of all policies and renewals thereof, together with proof of payments of premiums, shall be delivered to all Eligible Mortgage Holders at least 10 days prior to the expiration of the then-current policies.

(f) All liability insurance shall include the Association, the Board, the manager or managing agent, if any, the officers of the Association, holders of first lien security interests, their successors and assigns and Owners as insureds.

(g) In no event shall any casualty insurance policy contain a co-insurance clause.

(h) All policies of insurance of the Association shall be primary, providing the primary insurance of the loss, if there is other insurance in the name of the Owner.

(i) All policies of insurance shall provide that the insurance thereunder shall not be invalidated, suspended, voidable or have any condition of recovery due to an act or omission by any Owner, only in respect to the interest of any particular Owner guilty of a breach of warranty, act, omission, negligence or non-compliance of any provision of such policy, including payment of the insurance premium applicable to the Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under any such policy, as to the interests of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

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

Section 10.11 Insurance Premium. Except as assessed in proportion to risk, insurance premiums for the above provided insurance shall be a Common Expense to be included as a part of the annual Assessments levied by the Association.

Section 10.12 Managing Agent Insurance. The manager or managing agent, if any, shall be adequately insured for the benefit of the Association and shall maintain and submit evidence of such coverage to the Association, including professional liability or errors and omissions insurance, workers' compensation, unemployment and fidelity coverage. The Association may indemnify its managing agent, except for that agent's intentional acts or omissions or negligence outside the scope of their duties and obligations to the Association, or outside of direction from or of the Association.

Section 10.13 Annual Association Insurance Review. The Board shall review the insurance carried by and on behalf of the Association at least annually.

Section 10.14 Adjustments by the Association. Any loss covered by an insurance policy described above shall be adjusted by the Association, and the insurance proceeds for that loss shall be payable to the Association and not to any holder of a first lien security interest. The Association shall hold any insurance proceeds in trust for the Association, Owners and holders of first lien security interests as their interests may appear. Proceeds must be distributed first for the

repair or restoration of the damaged property. The Owners and holders of first lien security interest are not entitled to receive payment of any portion of the proceeds. The Association may determine how a surplus of proceeds, if any, shall be utilized.

Section 10.15 Responsibility for Payment of Deductible Amount. Whether the Board, in its discretion, chooses to submit a claim under the Association insurance policies or not, the payment of the deductible amount for claims which the Association is responsible for insuring shall be as follows:

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

(b) The Owner shall pay or absorb the deductible for any loss to the Unit that would be the responsibility of the Owner in the absence of insurance unless: (1) the loss is caused by the negligent or willful act or omission of the Association or another Owner, in which case the negligent party shall be responsible for the deductible, or (2) the loss is caused by the failure of another Owner to maintain any portion of the Unit, including any appliance, equipment, or fixture in a Unit, which that Owner is responsible to maintain in good working order and condition, in which case the Owner who has failed to maintain any such portion of the Unit resulting in damage to another's Unit will be responsible for the deductible. If a negligent Owner or Owner who fails to maintain their Unit as provided in this Declaration fails to pay the deductible for damage to a Unit, the Association may, but shall not be obligated to seek the deductible on behalf of the Owner suffering the loss as provided in this Declaration for the collection of Assessments.

Section 10.16 Duty to Repair. Any portion of the Community for which insurance is required under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association or Owner.

Section 10.17 Condemnation and Hazard Insurance Allocations and Distributions. In the event of a distribution of condemnation proceeds or hazard insurance proceeds to the Owners, the distribution shall be as the parties with interests and rights are determined or allocated by record and pursuant to the Act.

Section 10.18 Insurance Assessments. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair due to deductibles allocated to the Association or failure of the Association to maintain coverage to defray costs of repair and reconstruction which in the absence of insurance would be the maintenance responsibility of the Association, the deductible or additional cost shall be a Common Expense. This Assessment shall not be considered an Assessment as discussed in this Declaration and shall not require any vote or ratification of the Owners.

Section 10.19 Payment of Claims to Delinquent Owners. Notwithstanding anything to the contrary in this Declaration, in the event of an insured loss under the Association's master hazard insurance policy for which the Association receives from the insurer payment for a loss sustained by an Owner who is delinquent in the payment of Assessments owed to the Association under this Declaration, then the Association may retain and apply such proceeds recovered to the delinquency. Any surplus remaining after application of the proceeds to any delinquency shall be paid by the Association to the affected Owner.

## **ARTICLE 11**

### **SPECIAL RIGHTS OF HOLDERS OF FIRST LIEN SECURITY INTERESTS**

Section 11.1 General Provisions. The provisions of this Article are for the benefit of holders, insurers, or guarantors of holders of first lien security interests recorded within the Community. To the extent applicable, necessary or proper, the provisions of this Article apply to both this Declaration and to the Articles and Bylaws of the Association. Eligible insurers and guarantors of a first lien security interest shall have the same rights as an Eligible Mortgage Holder.

Section 11.2 Special Rights. Eligible Mortgage Holders shall be entitled to: (a) timely written notice from the Association of any default by a mortgagor of a Unit in the performance of the mortgagor's obligations under this Declaration, the Articles of Incorporation, the Bylaws or the Rules and Regulations, which default is not cured within 60 days after the Association learns of such default; (b) examine the books and records of the Association during normal business hours; (c) receive a copy of financial statements of the Association, including any annual audited financial statement; (d) receive written notice of all meetings of the Members of the Association; (e) designate a representative to attend any such meetings; (f) written notice of any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; (g) written notice of abandonment or termination of the Association of the plan contemplated under this Declaration; (h) 30 days written notice prior to the effective date of any proposed, material amendment to this Declaration, the Articles of Incorporation, or the Bylaws; (i) 30 days written notice prior to the effective date of termination of professional management of the Association or the Common Elements, when professional management had been required previously under the legal documents for the Community or by an Eligible Mortgage Holder; and (j) immediate written notice as soon as the Association receives notice or otherwise learns of any

damage to the Common Elements or to the Unit on which the Eligible Mortgage Holder holds a security interest, if the cost of reconstruction exceeds \$20,000.00 and as soon as the Association receives notice or otherwise learns of any condemnation or eminent domain proceedings or other proposed acquisition with respect to any portion of the Common Elements or any Units.

Section 11.3 Special Approvals. Unless at least 51% of the Eligible Mortgage Holders of first lien security interests (based on one vote for each mortgage owned) of Units in the Association and requisite Owners have given their written approval, neither the Association nor any Member shall (a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements or any improvements thereon which are owned, directly or indirectly, by the Association (except that the granting of access easements, utility easements, drainage easements and water facilities easements or easements for other public purposes consistent with the intended use of such Property by the Association shall not be deemed within the meaning of this provision); (b) change the method of determining the obligations, Assessments or other charges which may be levied against Members or the method of allocating distributions of hazard insurance policy proceeds or condemnation awards; (c) by act or omission change, waive or abandon any scheme or regulation, or enforcement thereof, pertaining to architectural approval of improvement of Units, including the architectural design of the exterior appearance of Units, or the upkeep of the Common Elements; (d) fail to maintain the casualty, fire and extended coverage insurance as elsewhere provided in this Declaration; (e) use hazard insurance proceeds for losses other than the repair, replacement or reconstruction of the improvements which were damaged or destroyed; (f) take action to terminate the legal status of the Community after substantial destruction or condemnation occurs; (g) amend any material provision of this Declaration; and (h) establish self-management by the Association when professional management has previously been required by the legal documents for the Community or by an Eligible Mortgage Holder. An amendment shall not be deemed material if it is for the purpose of correcting technical errors, or for clarification only. If an Eligible Mortgage Holder of a first lien security interest receives written request for approval of the proposed act, omission, change or amendment by certified or registered mail, with a return receipt requested, and does not deliver or post to the requesting party a negative response within 30 days, it shall be deemed to have approved such request.

Section 11.4 Right to Pay Taxes and Insurance Premiums. Any holder of a first lien security interest shall be entitled to pay any taxes or other charges which are in default and which may or have become a lien against a Unit or any of the Common Elements and may pay any overdue premiums on hazard insurance policies or secure new hazard insurance coverage for the Common Elements or Units.

**ARTICLE 12**  
**SUNPOINTE AT LAKEWOOD ESTATES COMMON**  
**MAINTENANCE ASSOCIATION**

Section 12.1 Common Maintenance Association. The Community is adjacent to SunPointe at Lakewood Estates I Condominiums. The Community and the SunPointe at Lakewood Estates Condominiums I community shall share certain common properties, including, without limitation, the common entryway to the two communities, the loop road through the two communities, the street lighting and other improvements associated with said loop road, the waterscape system (streams and ponds) within the two communities, and the access from the loop road to Jewell Avenue. The SunPointe at Lakewood Estates Common Maintenance Association, Inc. was created for the purpose of maintaining the specific properties and amenities, use of which is shared by the members of the Association and the SunPointe at Lakewood Estates Condominiums I Association.

Section 12.2 Membership in Common Maintenance Association. There shall be no members of SunPointe at Lakewood Estates Common Maintenance Association, Inc., however, the Association and SunPointe at Lakewood Estates I Condominium Association, Inc. and the members thereof shall be subject to all the burdens and benefits created and imposed by the Articles of Incorporation of and By-Laws of SunPointe at Lakewood Estates Common Maintenance Association, Inc. as recorded in the Jefferson County records.

Section 12.3 Conflict. SunPointe at Lakewood Estates Common Maintenance Association, Inc. shall only have those specific duties enumerated in the Articles of Incorporation and By-Laws of SunPointe at Lakewood Estates Common Maintenance Association, Inc. In the event of a conflict between this Declaration and the specific provisions of said Articles and By-Laws, said Articles and By-Laws shall control, notwithstanding anything to the contrary in this Declaration.

**ARTICLE 13**  
**GENERAL PROVISIONS**

Section 13.1 Compliance and Enforcement.

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

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

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

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

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

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

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

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

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

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

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



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

**Section 13.2 Attorney Fees.** If an Owner fails to pay any Assessment or any other amount due to the Association as provided in this Declaration, the Association may require reimbursement for reasonable attorney fees and costs without the necessity of commencing a legal proceeding. If an Owner or an Owner's family member, guest, tenant, invitee or licensee fails to comply with any other provision of the Governing Documents, the Association may seek reimbursement for reasonable attorney fees and costs incurred as a result of such failure to comply, without the necessity of commencing a legal proceeding. In a legal proceeding in any way related to the Governing Documents or the Community, the court shall award to the party prevailing on each claim the prevailing party's reasonable attorney fees and costs incurred in asserting or defending the claim. Such reasonable attorney fees and costs, if awarded against an Owner, shall be charged as an Assessment and shall constitute a lien against the Unit.

**Section 13.3 Severability.** Each of the provisions of this Declaration shall be deemed independent and severable. If any provision of this Declaration or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Declaration which can be given effect without the invalid provisions or applications.

**Section 13.4 Term of Declaration.** The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

**Section 13.5 Amendment of Declaration by Owners.** Except as otherwise provided in this Declaration, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended, revised, removed or repealed, and new provisions, covenants, conditions, restrictions or equitable servitudes may be added, at any time and from time to time upon approval of Owners holding at least 67% of the eligible Association vote and 51% of Eligible Mortgage Holders. Any such amendments shall be certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association. Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of Jefferson County, State of Colorado of a certificate setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Association.

Section 13.6 Amendment of Declaration by the Association. The Association shall have the authority to amend, revise, remove, repeal or add any provision to this Declaration, without Owner or mortgagee approval, in order to conform with any applicable state, city or federal law, and/or to bring the Declaration into compliance with applicable rules and regulations of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA") pursuant to federal law.

Section 13.7 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any paragraph, section or article hereof.

Section 13.8 Interpretation. The provisions of this Declaration shall be construed to effectuate their purposes of creating a uniform plan for promoting and effectuating the fundamental concepts as set forth in this Declaration. The Board of Directors shall have the authority to interpret the meaning of any provision contained in this Declaration. This Declaration shall be construed and governed under the laws of the State of Colorado.

Section 13.9 Singular Includes the Plural. Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine, and neuter.

Section 13.10 Conflict of Provisions. In case of conflict between this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control. In the case of conflict between the Articles of Incorporation and Bylaws, the Articles of Incorporation shall control.

Section 13.11 Challenge to this Amendment. All challenges to the validity of this amendment must be made within one year after the date of recording of this document.

IN WITNESS WHEREOF, the undersigned, being the president and the secretary of SunPointe at Lakewood Estates Condominiums II, hereby certify that the Association has obtained written approval of this Amended and Restated Declaration from Owners representing 67% of the votes within the SunPointe at Lakewood Estates II Condominium Association, Inc., as evidenced by written instruments filed with the records of the Association, or alternatively, has obtained court approval of this Declaration pursuant to the provisions of the Act, Section 217(7).

SUNPOINTE AT LAKEWOOD ESTATES II  
CONDOMINIUM ASSOCIATION, INC.,  
a Colorado nonprofit corporation

By: [Signature]  
President

ATTEST:

By: [Signature]  
Secretary

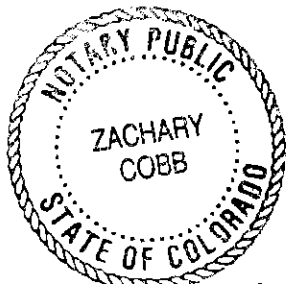
STATE OF COLORADO )

COUNTY OF Denver ) ss.

The foregoing Declaration was acknowledged before me on this 10 day of May 2013, by [Signature] as President of SunPointe at Lakewood Estates II Condominium Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 12-02-2013



[Signature]  
Notary Public

STATE OF COLORADO )

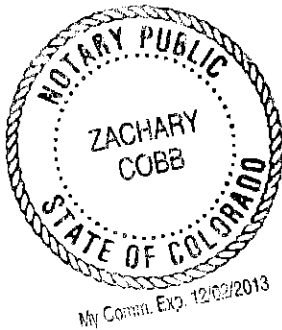
COUNTY OF DENVER )

) ss.

The foregoing Declaration was acknowledged before me on this 10 day of May 2013, by Sharon K. Deane Secretary of SunPointe at Lakewood Estates II Condominium Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 12-02-2013



[Signature]  
Notary Public

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

[Attached]

EXHIBIT A

a parcel of land situated in the north half of the east half of Section 25, Township 4 South, Range 89 West of the Sixth Principal Meridian, also being a part of Block 6 Lakewood Estates Filing No. 1 recorded at Reception No. 79031145 Jefferson County Records, City of Lakewood, State of Colorado, more particularly described as follows:

Commencing at the northeasterly corner of said Block 6;

Thence S 89°35'25" W along the northerly boundary line of said Block 6 a distance of 517.94 feet;

Thence S 00°24'35" E departing said northerly boundary line a distance of 252.46 feet to the POINT OF BEGINNING;

Thence S 19°29'17" E a distance of 39.32 feet;

Thence S 00°24'35" W a distance of 154.78 feet;

Thence S 89°35'25" W a distance of 185.15 feet along a non-radial line to a point on a curve; Thence southwesterly along a curve to the right, having a central angle of 02°26'53", a radius of 177.00 feet, an arc distance of 7.56 feet, a chord length of 7.56 feet which bears S 29°31'34" W;

Thence S 76°08'26" W departing said curve along a non-radial line a distance of 41.44 feet to the northeasterly corner of an easement recorded at Reception No. 83056495 Jefferson County Records;

Thence along the northerly boundary line of Reception No. 83056495 the following four courses;

1. Thence N 72°44'17" W a distance of 35.89 feet to a point of curvature;
2. Thence northwesterly along a curve to the left, having a central angle of 24°48'02", a radius of 132.11 feet, an arc distance of 57.18 feet to a point of reverse curvature;
3. Thence northwesterly along a curve to the right, having a central angle of 18°30'00", a radius of 152.50 feet, an arc distance of 49.24 feet to a point of tangency;
4. Thence N 79°02'19" W distance of 15.55 feet to a point on the westerly boundary line of said block 6;

Thence northeasterly along the westerly boundary line of said block 6 and along a curve to the left, having a central angle of 09°31'21", a radius of 341.00 feet, an arc distance of 56.67 feet a chord length of 56.61 feet which bears N 04°21'06" E to a point of tangency;

Thence N 00°24'35" W continuing along the westerly boundary line of said Block 6 a distance of 116.68 feet;

Thence N 89°35'25" E departing westerly boundary line of Block 6 a distance of 183.66 feet to a point of curvature;

Thence southeasterly along a curve to the right, having a central angle of 43°42'32", a radius of 8.00 feet, an arc distance of 6.10 feet to a point of tangency;

Thence S 46°42'05" E a distance of 25.53 feet along a non-radial line to a point on a curve;

Thence northeasterly along a curve to the right, having a central angle of 71°07'56", a radius of 120.00 feet, an arc distance of 148.98 feet, a chord length of 139.59 feet which bears N 71°41'02" E to a point of tangency;

Thence S 72°45'00" E a distance of 29.75 feet to the POINT OF BEGINNING, containing 71,282 square feet or 1.636 acres, more or less.

A parcel of land situated in the north half of the east half of Section 25, Township 4 South, Range 69 West of the Sixth Principal Meridian, also being a part of Block 6 Lakewood Estates Filing No. 1 recorded at Reception No. 79031145 Jefferson County Records, City of Lakewood, State of Colorado, more particularly described as follows:

Commencing at the northeasterly corner of said Block 6;  
Thence S  $89^{\circ}35'25''$  W along the northerly boundary line of said Block 6 a distance of 517.94 feet;  
Thence S  $00^{\circ}24'35''$  E departing said northerly boundary line a distance of 252.46 feet to the POINT OF BEGINNING;  
Thence S  $72^{\circ}45'00''$  E a distance of 10.75 feet to a point of curvature;  
Thence easterly along a curve to the left, having a central angle of  $36^{\circ}00'00''$ , a radius of 147.54 feet, an arc distance of 92.70 feet to a point of tangency;  
Thence N  $71^{\circ}15'00''$  E a distance of 78.45 feet to a point of curvature;  
Thence southeasterly along a curve to the right, having a central angle of  $125^{\circ}13'15''$ , a radius of 125.00 feet, an arc distance of 273.19 feet to a point of tangency;  
Thence S  $16^{\circ}28'15''$  W a distance of 47.00 feet to a point of curvature;  
Thence southwesterly along a curve to the left, having a central angle of  $26^{\circ}43'15''$ , a radius of 584.00 feet an arc distance of 272.35 feet to a point of tangency;  
Thence S  $10^{\circ}15'00''$  E a distance of 120.00 feet to a point of curvature;  
Thence southeasterly along a curve to the right, having a central angle of  $105^{\circ}00'00''$ , a radius of 130.00 feet, an arc distance of 238.24 feet to a point of tangency;  
Thence N  $85^{\circ}15'00''$  W a distance of 17.00 feet to a point of curvature;  
Thence northwesterly along a curve to the right, having a central angle of  $59^{\circ}30'00''$ , a radius of 190.00 feet, an arc distance of 197.31 feet to a point of reverse curvature;  
Thence northwesterly along a curve to the left having a central angle of  $29^{\circ}00'00''$ , a radius of 484.00 feet, an arc distance of 244.97 feet to a point of tangency;  
Thence N  $54^{\circ}45'00''$  W a distance of 21.00 feet to a point of curvature;  
Thence northwesterly along a curve to the right, having a central angle of  $75^{\circ}42'01''$ , a radius of 171.00, an arc distance of 225.93 feet;  
Thence N  $76^{\circ}08'26''$  E departing said curve along a non-radial line a distance of 41.44 feet to a point on a curve;  
Thence southeasterly along a curve to the left, having a central angle of  $85^{\circ}30'00''$ , a radius of 139.00 feet, an arc distance of 207.42 feet, a chord length of 188.71 feet which bears S  $12^{\circ}00'00''$  E to a point of tangency;  
Thence S  $54^{\circ}45'00''$  E a distance of 21.00 feet to a point of curvature;  
Thence southeasterly along a curve to the right, having a central angle of  $29^{\circ}00'00''$ , a radius of 516.00 feet, an arc distance of 281.17 feet to a point of reverse curvature;  
Thence southeasterly along a curve to the left, having a central angle of  $59^{\circ}30'00''$ , a radius of 158.00 feet, an arc distance of 164.08 feet to a point of tangency;  
Thence S  $85^{\circ}15'00''$  E a distance of 17.00 feet to a point of curvature;  
Thence northeasterly along a curve to the left, having a central angle of  $105^{\circ}00'00''$ , a radius of 98.00 feet, an arc distance of 179.59 feet to a point of tangency;  
Thence N  $10^{\circ}15'00''$  W a distance of 120.00 feet to a point of curvature;  
Thence northeasterly along a curve to the right, having a central angle of  $26^{\circ}43'15''$ , a radius of 516.00 feet, an arc distance of 287.28 feet to a point of tangency;  
Thence N  $16^{\circ}28'15''$  E a distance of 47.00 feet to a point of curvature;  
Thence northwesterly along a curve to the left, having a central angle of  $125^{\circ}13'15''$ , a radius of 83.00 feet, an arc distance of 203.25 feet to a point of tangency;  
Thence S  $71^{\circ}15'00''$  W a distance of 78.45 feet to a point of curvature;  
Thence southwesterly along a curve to the right, having a central angle of  $31^{\circ}45'40''$ , a radius of 179.54 feet, an arc distance of 99.52 feet, a chord length of 98.26 feet which bears S  $87^{\circ}07'50''$  W;  
Thence N  $19^{\circ}29'17''$  W departing said curve along a non-radial line a distance of 39.32 feet to the POINT OF BEGINNING, containing 56,373 square feet or 1.294 acres, more or less.

EXHIBIT A

LEGAL DESCRIPTION  
CONDOMINIUMS II PHASE II

A parcel of land situated in the north half of the east half of Section 25, Township 4 South, Range 69 West of the Sixth Principal Meridian, also being a part of Block 6 Lakewood Estates Filing No. 1 recorded at Reception No. 79031145 Jefferson County Records, City of Lakewood, State of Colorado, more particularly described as follows:

Commencing at the northeasterly corner of said Block 6;  
Thence S  $89^{\circ}35'25''$  W along the northerly boundary line of said Block 6 a distance of 517.94 feet to the POINT OF BEGINNING;  
Thence S  $00^{\circ}24'35''$  E departing said northerly boundary line a distance of 252.46 feet;  
Thence N  $72^{\circ}45'00''$  W a distance of 29.75 feet to a point of curvature;  
Thence northwesterly along a curve to the left, having a central angle of  $71^{\circ}07'56''$ , a radius of 120.00 feet, an arc distance of 148.98 feet;  
Thence N  $46^{\circ}42'05''$  W departing said curve along a non-radial line a distance of 25.53 feet to a point of curvature;  
Thence northwesterly along a curve to the left, having a central angle of  $43^{\circ}42'32''$ , a radius of 8.00 feet, an arc distance of 6.10 feet to a point of tangency;  
Thence S  $89^{\circ}35'25''$  W a distance of 183.66 feet to a point on the westerly boundary line of said Block 6;  
Thence along the boundary line of said Block 6 the following six courses;  
1. Thence N  $00^{\circ}24'35''$  W a distance of 116.50 feet to a point of curvature;  
2. Thence northerly along a curve to the right, having a central angle of  $18^{\circ}11'41''$ , a radius of 150.00 feet, an arc distance of 47.63 feet to a point of reverse curvature;  
3. Thence continuing northerly along a curve to the left, having a central angle of  $18^{\circ}11'41''$ , a radius of 150.00 feet, an arc distance of 47.63 feet to a point of tangency;  
4. Thence N  $00^{\circ}24'35''$  W a distance of 28.04 feet;  
5. Thence N  $44^{\circ}35'24''$  E a distance of 40.00 feet;  
6. Thence N  $89^{\circ}35'25''$  E a distance of 325.54 to the POINT OF BEGINNING, containing 93,687 square feet or 2.151 acres, more or less.



### Phase 3

All property described in that certain Condominium Map for Sunpointe at Lakewood Estates Condominiums No. II - Phase 3 recorded in the real property records of Jefferson County, Colorado on March 11, 1985 at Reception No. 85022553 in Book 45 at Page 35.

### Phase 4

All property described in that certain Condominium Map for Sunpointe at Lakewood Estates Condominiums No. II - Phase 4 recorded in the real property records of Jefferson County, Colorado on February 2, 1988 at Reception No. 88010372 in Book 59 at Page 49.

### Phase 5

All property described in that certain Condominium Map for Sunpointe at Lakewood Estates Condominiums No. II - Phase 5 recorded in the real property records of Jefferson County, Colorado on June 22, 1988 at Reception No. 88060486 in Book 60 at Page 39.

EXHIBIT A

Legal Description

Sunpointe at Lakewood Estates Condominiums No. II -- Phase 6

A parcel of land situated in the north half of the east half of Section 25, Township 4 South, Range 69 West of the Sixth Principal Meridian, City of Lakewood, Jefferson County, Colorado, also being part of Block 6, Lakewood Estates Filing No. 1, recorded at Reception No. 79031145, and more particularly described as follows:

Commencing at the northeast corner of Block 6; thence S. 89° 35' 25" W. along the north line of Block 6 a distance of 454.34 feet; thence S. 00° 24' 35" E. a distance of 576.02 feet to the southeast corner of Sunpointe at Lakewood Estates Condominiums No. II, Phase 5, also being a point on the boundary of Sunpointe at Lakewood Estates Condominiums No. II, Phase 4, as recorded at Reception No. 88010372, and the Point of Beginning of the parcel here described; thence along the boundary of Sunpointe at Lakewood Estates Condominiums No. II, Phase 4 the following two courses:

1. S. 00° 24' 35" E. a distance of 16.00 feet;
2. thence N. 89° 35' 25" E. a distance of 41.82 feet;
3. thence S. 00° 24' 35" E. a distance of 73.52 feet;
4. thence N. 89° 35' 25" E. a distance of 161.65 feet to a point on the boundary of Sunpointe at Lakewood Estates Condominiums No. II, Phase 1B, as recorded at Reception No. 84062739;
5. thence southeasterly along the boundary of Sunpointe at Lakewood Estates Condominiums No. II, Phase 1B, along a non-tangent curve to the left, having a central angle of 02° 20' 40", a radius of 616.00 feet and a chord bearing S. 07° 42' 17" E., an arc distance of 25.21 feet;
6. thence S. 89° 35' 25" W. a distance of 156.08 feet;
7. thence along a curve to the left, tangent to the last described course, having a central angle of 42° 35' 25" and a radius of 10.00 feet, an arc distance of 7.43 feet;
8. thence S. 47° 00' 00" W. a distance of 14.13 feet;
9. thence along a curve to the left, tangent to the last described course, having a central angle of 47° 24' 35" and a radius of 10.00 feet, an arc distance of 8.27 feet;
9. thence S. 00° 24' 35" E. a distance of 11.91 feet;
10. thence S. 47° 00' 00" W. a distance of 34.16 feet;
11. thence N. 43° 00' 00" W. a distance of 84.82 feet;
12. thence S. 47° 00' 00" W. a distance of 64.92 feet to a point on the boundary of Sunpointe at Lakewood Estates Condominiums No. II, Phase 1B;
13. thence northwesterly along the boundary of Sunpointe at Lakewood Estates Condominiums No. II, Phase 1B, along a non-tangent curve to the left, having a central angle of 08° 19' 26", a radius of 516.00 feet and a chord bearing N. 45° 53' 13" W., an arc distance of 74.97 feet to the most southerly corner of Sunpointe at Lakewood Estates Condominiums No. II, Phase 5; thence along the boundary of Sunpointe at Lakewood Estates Condominiums No. II, Phase 5 the following two courses:
14. N. 47° 00' 00" E. a distance of 144.93 feet;
15. thence N. 89° 35' 25" E. a distance of 46.86 feet

to the Point of Beginning; containing 24,236 square feet or 0.556 acres, more or less.

Bearings used in this description are based upon the north line of the northeast quarter of Section 25, Township 4 South, Range 69 West of the Sixth Principal Meridian, which is assumed to bear N. 89° 35' 25" E. as shown on the recorded plat of Lakewood Estates Filing No. 1.

EXHIBIT A

**Legal Description**

**Sunpointe at Lakewood Estates Condominiums No. II -- Phase 7**

A parcel of land situated in the north half of the east half of Section 25, Township 4 South, Range 69 West of the Sixth Principal Meridian, City of Lakewood, Jefferson County, Colorado, also being part of Block 6, Lakewood Estates Filing No. 1, recorded at Reception No. 79031145, and more particularly described as follows:

Commencing at the northeast corner of Block 6; thence S. 89° 35' 25" W. along the north line of Block 6 a distance of 554.50 feet; thence S. 00° 24' 35" E. a distance of 726.62 feet to the more southeasterly corner of Sunpointe at Lakewood Estates Condominiums No. II, Phase 6 which also lies on the boundary of Sunpointe at Lakewood Estates Condominiums No. II, Phase 1B, and the **Point of Beginning** of the parcel here described; thence along the boundary of Sunpointe at Lakewood Estates Condominiums No. II, Phase 6 the following two courses:

1. N. 47° 00' 00" E. a distance of 64.92 feet
2. thence S. 43° 00' 00" E. a distance of 84.82 feet;
3. thence S. 47° 00' 00" W. a distance of 73.86 feet to a point on the boundary of Sunpointe at Lakewood Estates Condominiums No. II, Phase 1B;
4. thence northwesterly along the boundary of Sunpointe at Lakewood Estates Condominiums No. II, Phase 1B, along a non-tangent curve to the left, having a central angle of 09° 28' 53", a radius of 516.00 feet and a chord bearing N. 36° 59' 03" W., an arc distance of 85.39 feet to the **Point of Beginning**;

containing 5,785 square feet or 0.133 acres, more or less.

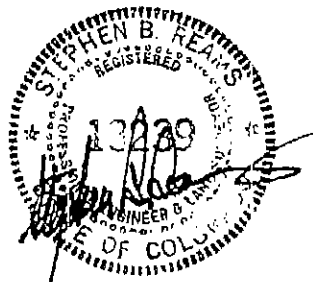
Bearings used in this description are based upon the north line of the northeast quarter of Section 25, Township 4 South, Range 69 West of the Sixth Principal Meridian, which is assumed to bear N. 89° 35' 25" E. as shown on the recorded plat of Lakewood Estates Filing No. 1.

Prepared by:

Reams & Patterson, Inc.  
2950 South Jamaica Court, #305  
Aurora, Colorado 80014

February 1, 1989

8706LD28



## EXHIBIT A

### LEGAL DESCRIPTION

#### Sunpointe at Lakewood Estates Condominiums No. II -- Phase 8

A parcel of land situated in the north half of the east half of Section 25, Township 4 South, Range 69 West of the Sixth Principal Meridian, Jefferson County, Colorado, Also being a part of Block 6, Lakewood Estates Filing No. 1 as recorded at Reception No. 79031145, more particularly described as follows:

Beginning at the most westerly corner of Block 6, which is also the most northerly corner of Block 4; thence S.  $43^{\circ} 00' 00''$  E. along the southwest line of Block 6 a distance of 194.73 feet; thence N.  $47^{\circ} 00' 00''$  E. a distance of 167.71 feet to a point on the southwesterly line of Sunpointe at Lakewood Estates Condominiums No. II, Phase 1B, as recorded at Reception No. 84062739; thence along the southwesterly line of Phase 1B along a non-tangent curve to the right, having a central angle of  $07^{\circ} 46' 37''$ , a radius of 171.00 feet and a cord bearing N.  $35^{\circ} 36' 46''$  W., an arc distance of 23.21 feet; thence S.  $47^{\circ} 00' 00''$  W. a distance of 62.36 feet; thence N.  $43^{\circ} 00' 00''$  W. a distance of 162.50 feet; thence S.  $47^{\circ} 00' 00''$  W. a distance of 12.50 feet; thence N.  $43^{\circ} 00' 00''$  W. a distance of 37.00 feet to a point on the easterly right of way line of West Cliff Drive; thence along the easterly right of way line of West Cliff Drive along a non-tangent curve to the right, having a central angle of  $16^{\circ} 49' 30''$ , a radius of 341.00 feet and a cord bearing S.  $30^{\circ} 50' 21''$  W., an arc distance of 100.14 feet to the **Point of Beginning**; containing 23,461 square feet or 0.539 acres, more or less.

## EXHIBIT A

### LEGAL DESCRIPTION

#### Sunpointe at Lakewood Estates Condominiums No. II -- Phase 9

A parcel of land situated in the north half of the east half of Section 25, Township 4 South, Range 69 West of the Sixth Principal Meridian, Jefferson County, Colorado, Also being a part of Block 6, Lakewood Estates Filing No. 1 as recorded at Reception No. 79031145, more particularly described as follows:

Commencing at the most westerly corner of Block 6, which is also the most northerly corner of Block 4; thence S. 43° 00' 00" E. along the southwest line of Block 6 a distance of 194.73 feet to the **Point of Beginning**; thence continuing S. 43° 00' 00" E. along the southwest line of Block 6 a distance of 74.00 feet; thence N. 47° 00' 00" E. a distance of 176.88 feet; to a point on the southwesterly line of Sunpointe at Lakewood Estates Condominiums No. II, Phase 1B, as recorded at Reception No. 84062739; thence along the southwesterly line of Phase 1B the following three courses:

1. along a non-tangent curve to the left, having a central angle of 00° 59' 15", a radius of 484.00 feet and a cord bearing N. 54° 15' 21" W., an arc distance of 8.34 feet;
2. thence N. 54° 45' 00" W. a distance of 21.00 feet;
3. thence along a curve to the right, tangent to the last described course, having a central angle of 15° 14' 56", and a radius of 171.00 feet and an arc distance of 45.51 feet to the most easterly corner of Sunpointe at Lakewood Estates Condominiums No. II, Phase 8, as recorded at Reception No. 93130253;

thence S. 47° 00' 00" W. along the southeasterly line of Phase 8 a distance of 167.71 feet to the **Point of Beginning**; containing 12,618 square feet or 0.290 acres, more or less.

EXHIBIT A  
LEGAL DESCRIPTION - Phase 10

A parcel of land situated in the north half of the east half of Section 25, Township 4 South, Range 69 West of the Sixth Principal Meridian, Jefferson County, Colorado, also being a part of Block 6, Lakewood Estates Filing No. 1 as recorded at Reception No. 79031145, more particularly described as follows:

Commencing at the most westerly corner of Block 6, which is also the most northerly corner of Block 4; thence S. 43°00'00" E. along the southwest line of Block 6 a distance of 268.73 feet to the Point of Beginning; thence continuing S. 43°00'00" E. along the southwest line of Block 6 a distance of 97.00 feet; thence N. 47°00'00" E. a distance of 185.35 feet to a point on the southwesterly line of Sunpointe at Lakewood Estates Condominiums No. II, Phase 1B, as recorded at Reception No. 84062739; thence along the southwesterly line of Phase 1B along a non-tangent curve to the left having a central angle of 11°32'46", a radius of 484.00 feet and a chord bearing N. 47°59'22" W., an arc distance of 97.53 feet to the most easterly corner of Sunpointe at Lakewood Estates Condominiums No. II, Phase 9, as recorded at Reception No. 93163699; thence S. 47°00'00" W. along the southeasterly line of Phase 9 a distance of 176.88 feet to the Point of Beginning; containing 17,727 square feet or 0.407 acres, more or less.

EXHIBIT A

LEGAL DESCRIPTION - Phase II

A parcel of land situated in the north half of the east half of Section 25, Township 4 South, Range 69 West of the Sixth Principal Meridian, Jefferson County, Colorado, also being a part of Block 6, Lakewood Estates Filing No. 1 as recorded at Reception No. 79031145, more particularly described as follows:

Commencing at the most westerly corner of Block 6, which is also the most northerly corner of Block 4; thence S. 43°00'00" E. along the southwest line of Block 6 a distance of 365.73 feet to the Point of Beginning; thence continuing S. 43°00'00" E. along the southwest line of Block 6 a distance of 74.00 feet; thence N. 47°00'00" E. a distance of 178.63 feet to a point on the southwesterly line of Sunpointe at Lakewood Estates Condominiums No. II, Phase 1B, as recorded at Reception No. 84062739; thence along the southwesterly line of Phase 1B the following three courses:

thence along a non-tangent curve to the left having a central angle of 08°48'17", a radius of 484.00 feet and a chord bearing N, 37°48'51" W., an arc distance of 74.38 feet to the most easterly corner of Sunpointe at Lakewood Estates Condominiums No. II, Phase 10, thence S. 47°00'00" W. along the southeasterly line of Phase 10 a distance of 185.35 feet to the Point of Beginning; containing 13,537 square feet or 0.311 acres, more or less.

EXHIBIT A

LEGAL DESCRIPTION - Phase 12

A parcel of land situated in the north half of the east half of Section 25, Township 4 South, Range 69 West of the Sixth Principal Meridian, Jefferson County, Colorado, Also being a part of Block 6, Lakewood Estates Filing No. 1 as recorded at Reception No. 79031145, more particularly described as follows:

Commencing at the most westerly corner of Block 6, which is also the most northerly corner of Block 4; thence S. 43° 00' 00" E. along the southwest line of Block 6 a distance of 439.73 feet to the **Point of Beginning**; thence continuing S. 43° 00' 00" E. along the southwest line of Block 6 a distance of 95.00 feet; thence N. 47° 00' 00" E. a distance of 156.63 feet to a point on the southwesterly line of Sunpointe at Lakewood Estates Condominiums No. II, Phase 1B, as recorded at Reception No. 84062739; thence along the southwesterly line of Phase 1B along a non-tangent curve to the right, having a central angle of 09° 55' 02", a radius of 190.00 feet and a cord bearing N. 30° 42' 31" W., an arc distance of 32.89 feet; thence along the southwesterly line of Phase 1B along a curve to the left, tangent to the last described course, having a central angle of 07° 39' 42" and a radius of 484.00 feet, an arc distance of 64.72 feet to the most easterly corner of Sunpointe at Lakewood Estates Condominiums No. II, Phase 11; thence S. 47° 00' 00" W. along the southeasterly line of Phase 11 a distance of 178.63 feet to the **Point of Beginning**; containing 15,934 square feet or 0.366 acres, more or less.



**Phase 13**

All property described in that certain Condominium Map for Sunpointe at Lakewood Estates Condominiums No. II - Phase 13 recorded in the real property records of Jefferson County, Colorado on May 20, 1994 at Reception No. 94091917 in Book 66 at Page 1.

## EXHIBIT A

### LEGAL DESCRIPTION

#### Sunpointe at Lakewood Estates Condominiums No. II -- Phase 14

A parcel of land situated in the north half of the east half of Section 25, Township 4 South, Range 69 West of the Sixth Principal Meridian, Jefferson County, Colorado, Also being a part of Block 6, Lakewood Estates Filing No. 1 as recorded at Reception No. 79031145, more particularly described as follows:

Commencing at the most westerly corner of Block 6, which is also the most northerly corner of Block 4; thence S. 43° 00' 00" E. along the southwest line of Block 6 a distance of 608.73 feet to the **Point of Beginning**; thence continuing S. 43° 00' 00" E. along the southwest line of Block 6 a distance of 100.50 feet; thence N. 47° 00' 00" E. a distance of 85.00 feet; thence N. 43° 00' 00" W. a distance of 27.00 feet; thence N. 47° 00' 00" E. a distance of 66.83 feet; thence N. 00° 00' 00" E. a distance of 40.77 feet to a point on the southwesterly line of Sunpointe at Lakewood Estates Condominiums No. II, Phase 1B, as recorded at Reception No. 84062739; thence along the southwesterly line of Phase 1B along a non-tangent curve to the right, having a central angle of 14° 16' 35", a radius of 190.00 feet and a cord bearing N. 65° 19' 03" W., an arc distance of 47.34 feet to the most easterly corner of Sunpointe at Lakewood Estates Condominiums No. II, Phase 13; thence S. 47° 00' 00" W. along the southeasterly line of Phase 13 a distance of 161.70 feet to the **Point of Beginning**; containing 14,645 square feet or 0.336 acres, more or less.

## EXHIBIT A

### LEGAL DESCRIPTION

#### Sunpointe at Lakewood Estates Condominiums No. II -- Phase 15

A parcel of land situated in the north half of the east half of Section 25, Township 4 South, Range 69 West of the Sixth Principal Meridian, Jefferson County, Colorado, Also being a part of Block 6, Lakewood Estates Filing No. 1 as recorded at Reception No. 79031145, more particularly described as follows:

Commencing at the northeast corner of Block 6; thence S.89°35'25"W. along the north line of Block 6 a distance of 254.34 feet; thence S.00°24'35"E. a distance of 592.03 feet to the southeast corner of Sunpointe at Lakewood Estates Condominiums No. II, Phase 4 and the **Point of Beginning**; thence along the boundary of Sunpointe at Lakewood Estates Condominiums No. II, Phase 1B along a nontangent curve to the left, having a central angle of 06°51'01", a radius of 616.00 feet and a chord bearing S.03°06'26"E., an arc distance of 73.65 feet to a point on the boundary of Sunpointe at Lakewood Estates Condominiums No. II, Phase 6; thence along the boundary of Sunpointe at Lakewood Estates Condominiums No. II, Phase 6 the following two courses:

1. S.89°35'25"W. a distance of 161.65 feet;
2. thence N.00°24'35"W. a distance of 73.52 feet to a point on the boundary of Sunpointe at Lakewood Estates Condominiums No. II, Phase 4

thence N.89°35'25"E. along the boundary of Sunpointe at Lakewood Estates Condominiums No. II, Phase 4 a distance of 158.18 feet to the **Point of Beginning**; containing 11,704 square feet or 0.269 acres, more or less.

## EXHIBIT A

### LEGAL DESCRIPTION

#### Sunpointe at Lakewood Estates Condominiums No. II -- Phase 16

A parcel of land situated in the north half of the east half of Section 25, Township 4 South, Range 69 West of the Sixth Principal Meridian, Jefferson County, Colorado, Also being a part of Block 6, Lakewood Estates Filing No. 1 as recorded at Reception No. 79031145, more particularly described as follows:

Commencing at the northeast corner of Block 6; thence S.89°35'25"W. along the north line of Block 6 a distance of 247.68 feet; thence S.00°24'35"E. a distance of 690.55 feet to a corner of Sunpointe at Lakewood Estates Condominiums No. II, Phase 6 and the **Point of Beginning**; thence along the boundary of Sunpointe at Lakewood Estates Condominiums No. II, Phases 1B along a nontangent curve to the left, having a central angle of 01°22'23", a radius of 616.00 feet and a chord bearing S.09°33'48"E., an arc distance of 14.76 feet; thence S.10°15'00"E. a distance of 58.00 feet; thence S.89°35'25"W. a distance of 188.74 feet; thence N.00°24'35"W. a distance of 40.25 feet to a point on the boundary of Sunpointe at Lakewood Estates Condominiums No. II, Phase 6; thence along the boundary of Sunpointe at Lakewood Estates Condominiums No. II, Phase 6 the following five courses:

1. N.00°24'35"W. a distance of 11.91 feet;
2. thence along a curve to the right, tangent to the last described course, having a central angle of 47°24'35" and a radius of 10.00 feet, and an arc distance of 8.27 feet;
3. thence N.47°00'00"E. a distance of 14.13 feet;
4. thence along a curve to the right, tangent to the last described course, having a central angle of 42°35'25" and a radius of 10.00 feet, and an arc distance of 7.43 feet;
5. thence N.89°35'25"E. a distance of 156.08 feet;

to the **Point of Beginning**; containing 12,962 square feet or 0.298 acres, more or less.

EXHIBIT A

LEGAL DESCRIPTION

Sunpointe at Lakewood Estates Condominiums No. II -- Phase 17

A parcel of land situated in the north half of the east half of Section 25, Township 4 South, Range 69 West of the Sixth Principal Meridian, Jefferson County, Colorado, Also being a part of Block 6, Lakewood Estates Filing No. 1 as recorded at Reception No. 79031145, more particularly described as follows:

Commencing at the northeast corner of Block 6; thence S.89°35'25"W. along the north line of Block 6 a distance of 235.42 feet; thence S.00°24'35"E. a distance of 762.27 feet to a point on the boundary of Sunpointe at Lakewood Estates Condominiums No. II, Phase 1B and the **Point of Beginning**; thence along the boundary of Sunpointe at Lakewood Estates Condominiums No. II, Phases 1B along the following two courses:

1. S.10°15'00"E. a distance of 62.00 feet
2. thence along a curve to the left, tangent to the last described course, having a central angle of 08°04'26" and a radius of 98.00 feet, and an arc distance of 13.81 feet;

thence S.89°35'35"W., a distance of 141.03 feet; thence N.39°00'00"W., a distance of 95.72 feet; thence N.89°35'25"E., a distance of 188.74 feet to the **Point of Beginning**; containing 12,368 square feet or 0.284 acres, more or less.

EXHIBIT A

LEGAL DESCRIPTION

Sunpointe at Lakewood Estates Condominiums No. II -- Phase 1B

A parcel of land situated in the north half of the east half of Section 25, Township 4 South, Range 69 West of the Sixth Principal Meridian, Jefferson County, Colorado, Also being a part of Block 6, Lakewood Estates Piling No. 1 as recorded at Reception No. 79031145, more particularly described as follows:

Commencing at the northeast corner of Block 6; thence S.89°35'25"W. along the north line of Block 6 a distance of 503.68 feet; thence S.00°24'35"E. a distance of 795.12 feet to the most southerly corner of the boundary of Sunpointe at Lakewood Estates Condominiums No. II, Phase 7 and the Point of Beginning; thence N.47°00'00"E. along the boundary of Sunpointe at Lakewood Estates Condominiums No. II, Phases 7 and 6 a distance of 95.72 feet; thence S.00°24'35"E. a distance of 40.25 feet; thence S.39°00'00"E. a distance of 95.72 feet; thence N.89°35'25"E. a distance of 17.33 feet; thence S.00°24'35"E. a distance of 99.09 feet to a point on the boundary of Sunpointe at Lakewood Estates Condominiums No. II, Phase 1B the following two courses:

1. along a non-tangent curve to the right, having a central angle of 59°30'00", a radius of 158.00 feet and a chord bearing N.55°30'00"W., an arc distance of 164.08 feet;
2. thence along a curve to the left, tangent to the last described curve, having a central angle of 06°29'37" and a radius of 516.00 feet, an arc distance of 58.48 feet

to the Point of Beginning; containing 17,169 square feet or 0.394 acres, more or less.

**Phase 19**

All property described in that certain Condominium Map for Sunpointe at Lakewood Estates Condominiums No. II - Phase 19 recorded in the real property records of Jefferson County, Colorado on April 18, 1995 at Reception No. F0042531 in Book 69 at Page 38.

EXHIBIT A

LEGAL DESCRIPTION

Sunpointe at Lakewood Estates Condominiums No. II -- Phase 20

A parcel of land situated in the north half of the east half of Section 25, Township 4 South, Range 69 West of the Sixth Principal Meridian, Jefferson County, Colorado, Also being a part of Block 6, Lakewood Estates Filing No. 1 as recorded at Reception No. 79031145, more particularly described as follows:

Commencing at the most westerly corner of Block 6, which is also the most northerly corner of Block 4; thence S. 43° 00' 00" E. along the southwest line of Block 6 a distance of 709.23 feet to the **Point of Beginning**; thence continuing S. 43° 00' 00" E. along the southwest line of Block 6 a distance of 98.08 feet to an angle point in the boundary of Block 6; thence N. 70° 28' 21" E. a distance of 92.66 feet; thence N. 43° 00' 00" W. a distance of 134.98 feet; thence S. 47° 00' 00" W. a distance of 85.00 feet to the **Point of Beginning**; containing 9,904 square feet or 0.227 acres, more or less.



## EXHIBIT A

### LEGAL DESCRIPTION

#### Sunpointe at Lakewood Estates Condominiums No. II -- Phase 21

A parcel of land situated in the north half of the east half of Section 25, Township 4 South, Range 69 West of the Sixth Principal Meridian, Jefferson County, Colorado, Also being a part of Block 6, Lakewood Estates Filing No. 1 as recorded at Reception No. 79031145, more particularly described as follows:

Commencing at the most westerly corner of Block 6, which is also the most northerly corner of Block 4; thence S. 43° 00' 00" E. along the southwest line of Block 6 a distance of 807.31 feet to an angle point in the boundary of Block 6 and the **Point of Beginning**; thence S. 00° 00' 00" E. along the boundary of Block 6 a distance of 184.68 feet; thence N. 72° 37' 55" E. along the boundary of Block 6 a distance of 91.51 feet; thence N. 00° 00' 00" E. a distance of 188.35 feet; thence S. 70° 28' 21" W. a distance of 92.66 feet to the **Point of Beginning**; containing 16,289 square feet or 0.374 acres, more or less.

## EXHIBIT A

### LEGAL DESCRIPTION

#### Sunpointe at Lakewood Estates Condominiums No. II -- Phase 22

A parcel of land situated in the north half of the east half of Section 25, Township 4 South, Range 69 West of the Sixth Principal Meridian, Jefferson County, Colorado, Also being a part of Block 6, Lakewood Estates Filing No. 1 as recorded at Reception No. 79031145, more particularly described as follows:

Commencing at the most westerly corner of Block 6, which is also the most northerly corner of Block 4; thence S. 43° 00' 00" E. along the southwest line of Block 6 a distance of 807.31 feet; thence S. 00° 00' 00" E. along the boundary of Block 6 a distance of 184.68 feet; thence N. 72° 37' 55" E. along the boundary of Block 6 a distance of 91.51 feet to the **Point of Beginning**; thence continuing N. 72° 37' 55" E. along the boundary of Block 6 a distance of 97.31 feet; thence N. 00° 00' 00" E. a distance of 154.05 feet; thence N. 90° 00' 00" W. a distance of 51.05 feet; thence N. 43° 00' 00" W. a distance of 95.91 feet; thence N. 00° 00' 00" W. a distance of 132.06 feet to a point on the southwesterly line of Sunpointe at Lakewood Estates Condominiums No. II, Phase 1B, as recorded at Reception No. 84062739; thence along the southwesterly line of Phase 1B along a non-tangent curve to the right, having a central angle of 11° 43' 19", a radius of 190.00 feet and a cord bearing N. 78° 19' 01" W., an arc distance of 38.87 feet; thence S. 00° 00' 00" W. a distance of 40.77 feet; thence S. 47° 00' 00" W. a distance of 66.83 feet; thence S. 43° 00' 00" E. a distance of 161.98 feet; thence S. 00° 00' 00" W. a distance of 188.35 feet to the **Point of Beginning**; containing 25,795 square feet or 0.592 acres, more or less.

## EXHIBIT A

### LEGAL DESCRIPTION

#### Sunpointe at Lakewood Estates Condominiums No. II -- Phase 23

A parcel of land situated in the north half of the east half of Section 25, Township 4 South, Range 69 West of the Sixth Principal Meridian, Jefferson County, Colorado, Also being a part of Block 6, Lakewood Estates Filing No. 1 as recorded at Reception No. 79031145, more particularly described as follows:

Commencing at the most westerly corner of Block 6, which is the most northerly corner of Block 4; thence along the easterly right-of-way line of West Iliff Drive along a curve to the left, having a central angle of 16°49'30", a radius of 341.00 feet and a chord bearing N.30°50'21"E., an arc distance of 100.14 feet to the Point of Beginning; thence continuing along the easterly right-of-way line of West Iliff Drive along a curve to the left, tangent to the last described curve, having a central angle of 04°34'32", a radius of 341.00 feet and an arc distance of 27.23 feet to a point on the southerly right-of-way line of West Pacific Circle as recorded under Reception No. 84005807; thence along the southerly right-of-way line of West Pacific Circle along the following four courses:

1. S.73°59'51"E. a distance of 44.72 feet;
2. thence along a curve to the left, tangent to the last described course, having a central angle of 23°32'28" and a radius of 101.57 feet, an arc distance of 41.73 feet;
3. thence along a curve to the right, tangent to the last described course, having a central angle of 14°44'43" and a radius of 134.85 feet, an arc distance of 34.70 feet;
4. thence S.82°47'36"E. a distance of 37.58 feet to a point on the westerly line of Sunpointe at Lakewood Estates Condominiums No. II, Phase 1B, as recorded at Reception No. 84062739;

thence along the westerly line of Phase 1B, along a non-tangent curve to the left, having a central angle of 35°14'34", a radius of 171.00 feet and a chord bearing S.14°06'10"E., an arc distance of 105.18 feet a point on the boundary of Sunpointe at Lakewood Estates Condominiums No. II, Phase 8; thence along the boundary of Sunpointe at Lakewood Estates Condominiums No. II, Phase 8 the following four courses:

1. S.47°00'00"W. a distance of 62.36 feet;
2. thence N.43°00'00"W. a distance of 162.50 feet;
3. thence S.47°00'00"W. a distance of 12.50 feet;
4. thence N.43°00'00"W. a distance of 37.00 feet;

to the Point of Beginning; containing 14,851 square feet or 0.341 acres, more or less.

**EXHIBIT B**  
**ALLOCATED INTERESTS**

[Attached]

## EXHIBIT B

### SUNPOINTE AT LAKEWOOD ESTATES CONDOMINIUMS II

The Real Property described in Exhibit A to the Declaration of Covenants, Conditions and Restrictions of Sunpointe at Lakewood Estates Condominiums II and the annexation previously recorded under reception number F0145196, dated November 13, 1995, and Exhibit A hereto collectively divided into the following fee simple estates:

(a) One Hundred Sixty Two (162) fee simple estates consisting of One Hundred Sixty Two (162) separately designated units, each unit being identified by number of the map.

(b) The remaining portion of the entire premises referred to as the Common Elements shall be held (in fee simple) in common by the Owners, each such undivided interest being appurtenant to one of the One Hundred Sixty Two (162) units. Declarant does hereby establish each undivided interest in the common elements appurtenant to each of the units as follows:

Building Number	Unit Address	Unit Number	Unit Type	Square Footage	% of Undivided Interest In Common Elements
21	5702 W. Atlantic Pl.	101	6	2040	.00755
21	5704 W. Atlantic Pl.	102	5	1797	.00665
21	5706 W. Atlantic Pl.	103	3	1505	.00557
21	5708 W. Atlantic Pl.	104	4	1536	.00568
21	5710 W. Atlantic Pl.	105	3	1505	.00557
21	5712 W. Atlantic Pl.	106	5	1797	.00665
21	5714 W. Atlantic Pl.	107	6	2040	.00755
21	5716 W. Atlantic Pl.	107	6	2040	.00755
20	5718 W. Atlantic Pl.	106	5	1797	.00665
20	5720 W. Atlantic Pl.	105	3	1505	.00557
20	5722 W. Atlantic Pl.	104	4	1536	.00568
20	5724 W. Atlantic Pl.	103	3	1505	.00557
20	5726 W. Atlantic Pl.	102	5	1797	.00665
20	5728 W. Atlantic Pl.	101	6	2040	.00755
16	5730 W. Atlantic Pl.	101	2	1813	.00671
16	5732 W. Atlantic Pl.	102	2a	1813	.00671
16	5734 W. Atlantic Pl.	103	1	1692	.00626
16	5736 W. Atlantic Pl.	104	1	1692	.00626
16	5738 W. Atlantic Pl.	105	1	1692	.00626
16	5740 W. Atlantic Pl.	106	2a	1813	.00671
16	5742 W. Atlantic Pl.	107	2	1813	.00671
17	5744 W. Atlantic Pl.	101	2	1813	.00671
17	5746 W. Atlantic Pl.	102	2a	1813	.00671
17	5748 W. Atlantic Pl.	103	1	1692	.00626
17	5750 W. Atlantic Pl.	104	1	1692	.00626
15	5752 W. Atlantic Pl.	101	6	2040	.00755
15	5754 W. Atlantic Pl.	102	5	1797	.00665
15	5756 W. Atlantic Pl.	103	3	1505	.00557
15	5758 W. Atlantic Pl.	104	5	1797	.00665
15	5760 W. Atlantic Pl.	105	6	2040	.00755
19	5822 W. Atlantic Pl.	105	6	2040	.00755
19	5824 W. Atlantic Pl.	104	5	1797	.00665
19	5826 W. Atlantic Pl.	103	3	1505	.00557
19	5828 W. Atlantic Pl.	102	5	1797	.00665
19	5830 W. Atlantic Pl.	101	6	2040	.00755
18	5832 W. Atlantic Pl.	107	2	1813	.00671

Building Number	Unit Address	Unit Number	Unit Type	Square Footage	% of Undivided Interest In Common Elements
18	5834 W. Atlantic Pl.	106	2a	1813	.00671
18	5836 W. Atlantic Pl.	105	1	1692	.00626
18	5838 W. Atlantic Pl.	104	1	1692	.00626
18	5840 W. Atlantic Pl.	103	1	1692	.00626
18	5842 W. Atlantic Pl.	102	2a	1813	.00671
18	5844 W. Atlantic Pl.	101	2	1813	.00671
6	5821 W. Atlantic Pl.	106	6	2040	.00755
6	5823 W. Atlantic Pl.	105	5	1797	.00665
6	5825 W. Atlantic Pl.	104	4	1536	.00568
6	5827 W. Atlantic Pl.	103	3	1505	.00557
6	5829 W. Atlantic Pl.	102	5	1797	.00665
6	5831 W. Atlantic Pl.	101	6	2040	.00755
5	5833 W. Atlantic Pl.	107	6	2040	.00755
5	5835 W. Atlantic Pl.	106	5	1797	.00665
5	5837 W. Atlantic Pl.	105	3	1505	.00557
5	5839 W. Atlantic Pl.	104	4	1536	.00568
5	5841 W. Atlantic Pl.	103	3	1505	.00557
5	5843 W. Atlantic Pl.	102	5	1797	.00665
5	5845 W. Atlantic Pl.	101	6	2040	.00755
4	5853 W. Atlantic Pl.	106	6	2040	.00755
4	5855 W. Atlantic Pl.	105	5	1797	.00665
4	5857 W. Atlantic Pl.	104	4	1536	.00568
4	5859 W. Atlantic Pl.	103	3	1505	.00557
4	5861 W. Atlantic Pl.	102	5	1797	.00665
4	5863 W. Atlantic Pl.	101	6	2040	.00755
3	5865 W. Atlantic Pl.	106	6	2040	.00755
3	5867 W. Atlantic Pl.	105	5	1797	.00665
3	5869 W. Atlantic Pl.	104	3	1505	.00557
3	5871 W. Atlantic Pl.	103	4	1536	.00568
3	5873 W. Atlantic Pl.	102	5	1797	.00665
3	5875 W. Atlantic Pl.	101	6	2040	.00755
2	5877 W. Atlantic Pl.	106	6	2040	.00755
2	5879 W. Atlantic Pl.	104	5	1797	.00665
2	5881 W. Atlantic Pl.	103	3	1505	.00557
2	5883 W. Atlantic Pl.	102	5	1797	.00665
2	5885 W. Atlantic Pl.	101	6	2040	.00755
1	5887 W. Atlantic Pl.	107	6	2040	.00755
1	5889 W. Atlantic Pl.	106	5	1797	.00665
1	5891 W. Atlantic Pl.	105	3	1505	.00557
1	5893 W. Atlantic Pl.	104	4	1536	.00568
1	5895 W. Atlantic Pl.	103	3	1505	.00557
1	5897 W. Atlantic Pl.	102	5	1797	.00665
1	5899 W. Atlantic Pl.	101	6	2040	.00755
28	5857 W. Ashbury Pl.	107	2	1813	.00671
28	5859 W. Ashbury Pl.	106	2a	1813	.00671
28	5861 W. Ashbury Pl.	105	1	1692	.00626
28	5863 W. Ashbury Pl.	104	1	1692	.00626
28	5865 W. Ashbury Pl.	103	1	1692	.00626
28	5867 W. Ashbury Pl.	102	2a	1813	.00671
28	5869 W. Ashbury Pl.	101	2	1813	.00671
27	5871 W. Ashbury Pl.	104	6	2040	.00755
27	5873 W. Ashbury Pl.	103	5	1797	.00665
27	5875 W. Ashbury Pl.	102	3	1505	.00557
27	5877 W. Ashbury Pl.	101	4	1536	.00568
33	5888 W. Ashbury Pl.	101	7	1402	.00518
33	5890 W. Ashbury Pl.	102	8	1592	.00589
33	5892 W. Ashbury Pl.	103	9	1555	.00575
33	5896 W. Ashbury Pl.	104	9	1555	.00575
33	5898 W. Ashbury Pl.	105	7a	1562	.00578
34	5870 W. Ashbury Pl.	101	7a	1562	.00578
34	5872 W. Ashbury Pl.	102	9	1555	.00575
34	5876 W. Ashbury Pl.	103	9	1555	.00575
34	5878 W. Ashbury Pl.	104	7a	1562	.00578
35	5858 W. Ashbury Pl.	101	7	1402	.00518
35	5860 W. Ashbury Pl.	102	8	1592	.00589
35	5862 W. Ashbury Pl.	103	9	1555	.00575
35	5866 W. Ashbury Pl.	104	9	1555	.00575

Building Number	Unit Address	Unit Number	Unit Type	Square Footage	% of Undivided Interest In Common Elements
35	5868 W. Asbury Pl.	105	7a	1562	.00578
36	5846 W. Asbury Pl.	101	7a	1562	.00578
36	5848 W. Asbury Pl.	102	9	1555	.00575
36	5850 W. Asbury Pl.	103	9	1555	.00575
36	5854 W. Asbury Pl.	104	8	1592	.00589
36	5856 W. Asbury Pl.	105	7a	1562	.00578
37	5762 W. Asbury Pl.	101	7b	2012	.00743
37	5764 W. Asbury Pl.	102	9	1555	.00575
37	5768 W. Asbury Pl.	103	9	1555	.00575
37	5770 W. Asbury Pl.	104	7a	1562	.00578
38	5754 W. Asbury Pl.	101	7a	1562	.00578
38	5756 W. Asbury Pl.	102	9	1555	.00575
38	5758 W. Asbury Pl.	103	9	1555	.00575
38	5760 W. Asbury Pl.	104	7b	2012	.00743
45	5714 W. Asbury Pl.	101	7a	1562	.00578
45	5716 W. Asbury Pl.	102	9	1555	.00575
45	5720 W. Asbury Pl.	103	9	1555	.00575
45	5722 W. Asbury Pl.	104	7a	1562	.00578
44	5724 W. Asbury Pl.	101	7	1402	.00518
44	5726 W. Asbury Pl.	102	8	1592	.00589
44	5728 W. Asbury Pl.	103	9	1555	.00575
44	5730 W. Asbury Pl.	104	9	1555	.00575
44	5734 W. Asbury Pl.	105	7a	1562	.00578
44	5744 W. Asbury Pl.	101	7a	1562	.00578
39	5746 W. Asbury Pl.	102	9	1555	.00575
39	5750 W. Asbury Pl.	103	9	1555	.00575
39	5752 W. Asbury Pl.	104	7a	1562	.00578
39	5736 W. Asbury Pl.	101	7a	1562	.00578
40	5738 W. Asbury Pl.	102	8	1592	.00589
40	5740 W. Asbury Pl.	103	8	1592	.00589
40	5742 W. Asbury Pl.	104	7a	1562	.00578
29	5743 W. Asbury Pl.	101	10	1370	.00506
29	5745 W. Asbury Pl.	102	10	1370	.00506
29	5747 W. Asbury Pl.	103	10	1370	.00506
29	5749 W. Asbury Pl.	104	10	1370	.00506
29	5751 W. Asbury Pl.	105	10	1370	.00506
29	5753 W. Asbury Pl.	106	10	1370	.00506
29	5755 W. Asbury Pl.	107	10	1370	.00506
30	5735 W. Asbury Pl.	101	10	1370	.00506
30	5737 W. Asbury Pl.	102	10	1370	.00506
30	5739 W. Asbury Pl.	103	10	1370	.00506
30	5741 W. Asbury Pl.	104	10	1370	.00506
30	5725 W. Asbury Pl.	101	7a	1562	.00578
31	5727 W. Asbury Pl.	102	9	1555	.00575
31	5731 W. Asbury Pl.	103	9	1555	.00575
31	5733 W. Asbury Pl.	104	7a	1562	.00578
31	5711 W. Asbury Pl.	101	7a	1562	.00578
26	5715 W. Asbury Pl.	102	8	1592	.00589
26	5717 W. Asbury Pl.	103	9	1555	.00575
26	5721 W. Asbury Pl.	104	9	1555	.00575
26	5723 W. Asbury Pl.	105	7a	1562	.00578
25	5703 W. Asbury Pl.	101	7a	1562	.00578
25	5705 W. Asbury Pl.	102	9	1555	.00575
25	5709 W. Asbury Pl.	103	9	1555	.00575
25	5711 W. Asbury Pl.	104	7a	1562	.00578
32	5880 W. Asbury Pl.	101	7a	1562	.00578
32	5882 W. Asbury Pl.	102	8	1592	.00589
32	5884 W. Asbury Pl.	103	8	1592	.00589
32	5886 W. Asbury Pl.	104	7a	1562	.00578
Totals				270308	1.00000

**EXHIBIT C**  
**LOOP ROAD EASEMENT**

[Attached]



LOOP ROAD ACCESS EASEMENT PARCEL A  
LEGAL DESCRIPTION

A parcel of land situated in the north half of the east half of Section 25, Township 4 South, Range 69 West of the Sixth Principal Meridian, also being a part of Block 6 Lakewood Estates Filing No. 1 recorded at Reception No. 79031145 Jefferson County Records, City of Lakewood, State of Colorado, more particularly described as follows:

Commencing at the northeasterly corner of said Block 6;  
Thence along the northerly boundary line of said Block 6 a distance of 517.94 feet;  
Thence S  $00^{\circ}24'35''$  E a distance of 252.46 feet to the POINT OF BEGINNING;  
Thence S  $19^{\circ}29'17''$  E a distance of 39.32 feet to a point on a curve;  
Thence northwesterly along a curve to the right, having a central angle of  $04^{\circ}14'20''$ , a radius of 179.54 feet, an arc distance of 13.28 feet a chord length of 13.28 feet which bears N  $74^{\circ}52'10''$  W to a point of tangency;  
Thence N  $72^{\circ}45'00''$  W a distance of 40.00 feet to a point of curvature;  
Thence southwesterly along a curve the left, having a central angle of  $108^{\circ}00'00''$ , a radius of 88.00 feet an arc distance of 165.88 feet to a point of reverse curvature;  
Thence southwesterly along a curve to the right, having a central angle of  $31^{\circ}30'00''$ , a radius of 177.00 feet, an arc distance of 97.31 feet;  
Thence S  $76^{\circ}08'26''$  W departing said curve along a non-radial line a distance of 41.44 feet to a point on a curve;  
Thence northeasterly along a curve to the right, having a central angle of  $09^{\circ}48'00''$ , a radius of 171.00 feet, an arc distance of 29.25 feet, a chord length of 29.21 feet to a point of reverse curvature;  
Thence northeasterly along a curve to the left, having a central angle of  $31^{\circ}30'00''$ , a radius of 145.00 feet, an arc distance of 79.72 feet to a point of reverse curvature;  
Thence northeasterly along a curve to the right having a central angle of  $108^{\circ}00'00''$ , a radius of 120.00 feet, an arc length of 226.19 feet to a point of tangency;  
Thence S  $72^{\circ}45'00''$  E a distance of 29.75 feet to the POINT OF BEGINNING, containing 10,915 square feet or 0.251 acres, more or less.

BASIS OF BEARINGS: Bearings based on the north line of the N.E. Quarter of Section 25, Township 4 South, Range 69 West of the Sixth Principal Meridian which is assumed to bear N  $89^{\circ}35'25''$  E as shown on the recorded plat of Lakewood Estates Filing No. 1, Jefferson County Records.

JN 1114  
1-6-84  
LL #3, D-08



LEGAL DESCRIPTION  
LOOP ROAD ACCESS EASEMENT PARCEL A-1

A parcel of land situated in the north half of the east half of Section 25, Township 4 South, Range 69 West of the Sixth Principal Meridian, also being a part of Block 6 Lakewood Estates Filing No. 1 recorded at Reception No. 79031145 Jefferson County Records, City of Lakewood, State of Colorado, more particularly described as follows:

Commencing at the northeasterly corner of said Block 6;  
Thence S 89°35'25" W along the northerly boundary line of said Block 6 a distance of 517.94 feet;  
Thence S 00°24'35" E departing said northerly boundary line a distance of 252.46 feet to the POINT OF BEGINNING;  
Thence S 72°45'00" E a distance of 10.25 feet to a point of curvature;  
Thence easterly along a curve to the left, having a central angle of 36°00'00", a radius of 147.54 feet, an arc distance of 92.70 feet to a point of tangency;  
Thence N 71°15'00" E a distance of 78.45 feet to a point of curvature;  
Thence southeasterly along a curve to the right, having a central angle of 125°13'15", a radius of 125.00 feet, an arc distance of 273.19 feet to a point of tangency;  
Thence S 16°28'15" W a distance of 47.00 feet to a point of curvature;  
Thence southwesterly along a curve to the left, having a central angle of 26°43'15", a radius of 584.00 feet an arc distance of 272.36 feet to a point of tangency;  
Thence S 10°15'00" E a distance of 120.00 feet to a point of curvature;  
Thence southeasterly along a curve to the right, having a central angle of 105°00'00", a radius of 130.00 feet, an arc distance of 238.24 feet to a point of tangency;  
Thence N 85°15'00" W a distance of 17.00 feet to a point of curvature;  
Thence northwesterly along a curve to the right, having a central angle of 59°30'00", a radius of 190.00 feet, an arc distance of 197.31 feet to a point of reverse curvature;  
Thence northwesterly along a curve to the left, having a central angle of 29°00'00", a radius of 484.00 feet, an arc distance of 244.97 feet to a point of tangency;  
Thence N 54°45'00" W a distance of 21.00 feet to a point of curvature;  
Thence northwesterly along a curve to the right, having a central angle of 75°42'01", a radius of 171.00, an arc distance of 225.93 feet;  
Thence N 76°08'26" E departing said curve along a non-radial line a distance of 41.44 feet to a point on a curve;  
Thence southeasterly along a curve to the left, having a central angle of 85°30'00", a radius of 139.00 feet, an arc distance of 207.42 feet, a chord length of 188.71 feet which bears S 12°00'00" E to a point of tangency;  
Thence S 54°45'00" E a distance of 21.00 feet to a point of curvature;  
Thence southeasterly along a curve to the right, having a central angle of 29°00'00", a radius of 516.00 feet, an arc distance of 261.17 feet to a point of reverse curvature;  
Thence southeasterly along a curve to the left, having a central angle of 59°30'00", a radius of 158.00 feet, an arc distance of 164.08 feet to a point of tangency;  
Thence S 85°15'00" E a distance of 17.00 feet to a point of curvature;  
Thence northeasterly along a curve to the left, having a central angle of 105°00'00", a radius of 98.00 feet, an arc distance of 179.59 feet to a point of tangency;  
Thence N 10°15'00" W a distance of 120.00 feet to a point of curvature;  
Thence northeasterly along a curve to the right, having a central angle of 26°43'15", a radius of 616.00 feet, an arc distance of 287.28 feet to a point of tangency;  
Thence N 16°28'15" E a distance of 47.00 feet to a point of curvature;  
Thence northwesterly along a curve to the left, having a central angle of 125°13'15", a radius of 93.00 feet, an arc distance of 203.25 feet to a point of tangency;

Thence S  $71^{\circ}15'00''$  W a distance of 78.45 feet to a point of curvature;  
Thence southwesterly along a curve to the right, having a central angle of  $31^{\circ}45'40''$ , a radius of 179.54 feet, an arc distance of 99.52 feet, a chord length of 98.26 feet which bears S  $87^{\circ}07'50''$  W;  
Thence N  $19^{\circ}29'17''$  W departing said curve along a non-radial line a distance of 39.32 feet to the POINT OF BEGINNING, containing 56,373 square feet or 1.294 acres, more or less.

BASIS OF BEARINGS: Bearings based on the north line of the N.E. Quarter of Section 25, Township 4 South, Range 69 West of the Sixth Principal Meridian which is assumed to bear N  $89^{\circ}35'25''$  E as shown on the recorded plat of Lakewood Estates Filing No. 1, Jefferson County Records.

JN 1114  
11-29-83  
LL #2, D-13



## EXHIBIT D

### MAINTENANCE AND INSURANCE OBLIGATIONS

“A” = Association obligation

“O” = Owner obligation

“NA” = not applicable

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

	MAINTENANCE	INSURANCE
<b>BUILDING EXTERIORS</b>		
Residence-structure, including foundation, columns, girders, beams and supports	A	A
Siding, sheathing, wrap, brick, trim, molding, and other exterior facade surfaces	A	A
Exterior stoops, steps, and concrete surfaces (except garage slabs)	A	A
Garage slabs	O	A
Gutters and downspouts	A	A
Patios and wood decks	O	A
Roof shingles and roof underlay	A	A
Chimneys (except for chimney flue and box) and chimney caps	A	A
Chimney Flue and Box, including gas conversions (replacement, maintenance, repair, and improvement)	O	A (to the standard and quality of original, non-upgraded construction only - excluding betterments and upgrades)
Window screens	O	A
Interior glass surfaces--cleaning	O	N/A
Glass--repair and replacement	O	A
Window panes and frames--maintenance, repair, and replacement	O	A

	MAINTENANCE	INSURANCE
Window trim and caulking (exterior)–painting and staining	A	A
Skylights installed at time of original conveyance of Unit (maintenance, repair, and replacement)	A	A
Skylights installed at time of original conveyance of Unit (improvement)	O	A
Skylights installed by Owner (all components)	O	O
Exterior unit doors and garage doors-- painting	A	N/A
Garage doors-- maintenance and repair	O	A
Garage door openers	O	A
Exterior unit doors including peep holes, doorknobs and lock mechanisms-- maintenance and repair	O	A
Storm doors	O	O
Patio sliding glass doors	O	A
Exterior light fixtures attached to garages and appurtenant light bulbs	A	A
Exterior light fixtures on patio areas and appurtenant light bulbs	O	A
<b>UTILITIES</b>		
Utilities <u>outside</u> units and garages servicing more than one unit:	A	A
1. Electrical and other wires		
2. Water and sewer pipes		
3. Cables		
4. Circuit boxes		
5. Circuit breakers		

	MAINTENANCE	INSURANCE
All utility meters	A <sup>1</sup>	A <sup>1</sup>
Utilities <u>outside</u> units and garages servicing only one unit:	A	A
1. Electrical and other wires		
2. Water/sewer pipes		
3. Cables		
4. Circuit boxes		
5. Circuit breakers		

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<sup>1</sup>Unless otherwise maintained by utility company

	MAINTENANCE	INSURANCE
Utilities <u>inside</u> finished surfaces of perimeter walls, floors, and ceilings of Units or garages and servicing only that Unit:	O	O
1. Furnaces		
2. Heating equipment		
3. Thermostats		
4. Ducts		
5. Conduits		
6. Water pipes		
7. Electrical wiring		
8. Electrical outlets		
9. Telephone wiring		
10. Telephone outlets		
11. Light switches		
12. Hot water equipment		
13. Cable wiring		
14. Compressors		
15. Sump pumps		
16. Circuit breakers		

	MAINTENANCE	INSURANCE
Utilities <u>inside</u> unit but servicing more than one unit:	A	A
1. Furnaces		
2. Heating equipment		
3. Thermostats		
4. Ducts		
5. Conduits		
6. Water pipes		
7. Electrical wiring		
8. Electrical outlets		
9. Telephone wiring		
10. Telephone outlets		
11. Light switches		
12. Hot water equipment		
13. Cable wiring		
14. Compressors		
15. Sump pumps		
16. Circuit breakers		
17. Boiler equipment (if any)		
Air conditioners, including condensers and lines running from/to such equipment	O	O
<b>RESIDENCE INTERIORS</b>		
Furnishings, including all personal property such as furniture, electronics, jewelry, and clothing	O	O
Window coverings	O	O



	MAINTENANCE	INSURANCE
Permanent fixtures including but not limited to: <ol style="list-style-type: none"> <li>1. ceiling fans</li> <li>2. hand rails</li> <li>3. cabinets</li> <li>4. countertops</li> <li>5. bathtubs and showers</li> <li>6. sinks</li> <li>7. toilets</li> </ol>	O	A (to the standard and quality of original, non-upgraded construction only - excluding betterments and upgrades)
Appliances including: <ul style="list-style-type: none"> <li>. oven</li> <li>. range</li> <li>. refrigerator</li> <li>. dishwasher</li> <li>. washer/dryer</li> <li>. countertop microwave</li> </ul>	O	O
Fireplaces (including facade, screen, chimney back, damper)	O	A (to the standard and quality of original, non-upgraded construction only - excluding betterments and upgrades)
Interior <u>non-perimeter</u> walls, floors, and ceilings—including finished surfaces, doors, drywalls, studs, insulation, hardware, and other material lying within such walls, floors, and ceilings	O	A (to the standard and quality of original, non-upgraded construction only - excluding betterments and upgrades)

	MAINTENANCE	INSURANCE
Finished surfaces of <u>perimeter</u> walls and ceilings—including: <ul style="list-style-type: none"> <li>. drywalls</li> <li>. paint</li> <li>. texture</li> </ul>	O	A (to the standard and quality of original, non-upgraded construction only - excluding betterments and upgrades)
Finished surfaces of <u>perimeter</u> floors—including: <ul style="list-style-type: none"> <li>1. tile</li> <li>2. vinyl</li> <li>3. carpeting</li> </ul>	O	A (to the standard and quality of original, non-upgraded construction only - excluding betterments and upgrades)
Any components lying <u>between the perimeter drywalls and residence exterior</u> , including but not limited to: <ul style="list-style-type: none"> <li>1. insulation</li> <li>2. girders</li> <li>3. beams</li> <li>4. pipes</li> <li>5. wiring</li> <li>6. plumbing</li> </ul>	A	A
Subflooring	A	A
Components lying between finished surfaces of party walls (walls dividing residences and shared by owners/residents on each side)	A	A
Basements	O	O
Crawl spaces	O	A

	MAINTENANCE	INSURANCE
Garage interiors, including any drywall or improvements therein	O	A (to the standard and quality of original, non-upgraded construction only - excluding betterments and upgrades)
<b>GROUNDS</b>		
Retaining walls	A	A
Landscaping	A	A
Irrigation system and time clocks	A	A
Private roads, drives, and sidewalks	A	A
Driveways	A	A
Fences surrounding private patios	A	A
Private parking areas	A	A
Clubhouse	A	A
Pool	A	A
Tennis Courts/Basketball courts	A	A
Monuments and signage	A	A
Perimeter fence	A	A
Storage sheds	A	A
<b>OTHER</b>		
Snow removal from driveways and sidewalks	A	N/A
Garbage pick-up	A	N/A
Common elements existing in community and not otherwise listed	A	A
Any personal property of owners not otherwise listed	O	O

	MAINTENANCE	INSURANCE
Any owner installed exterior/interior improvement not otherwise listed	O	O