

**CONDOMINIUM DECLARATION  
FOR  
SAWMILL CREEK CONDOMINIUMS**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT WHEREAS, the undersigned, hereinafter called "Declarant", is the owner of the real property described on the attached Exhibit "A", which by this reference is made a part hereof; and

WHEREAS, Declarant desires to establish a condominium project under the Condominium Ownership Act of the State of Colorado; and

WHEREAS, Declarant does hereby establish a plan for the ownership in fee simple of the condominium real property estates located on the real property described in the attached Exhibit "A", consisting of the area or space contained in each of the air space units located in the building improvements and the co-ownership by the individual and separate owners thereof, as tenants in common of all of the remaining property, which property is hereinafter defined and referred to as general common elements; and

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

**1. Definitions, unless the context shall expressly provide otherwise.**

(a) "Unit" means one individual air space which is contained within the perimeter walls, floors, ceilings, windows and doors of each unit as shown on the Condominium Map to be filed for record, together with all fixtures and improvements therein contained but not including any of the structural components of the buildings, located within the unit and any and all common elements located therein.

(b) "Condominium unit" means the fee simple interest and title in and to a unit together with the undivided interest in the general common elements and the appurtenant limited common elements thereto.

(c) "Owner" means a person, persons, firm, corporation, partnership, association or other legal entity, or any combination thereof, who own(s) an interest in one or more condominium unit.

(d) "General common elements" means and includes: the real property described in Exhibit "A" and the improvements thereon including the project office, sauna, laundry room, whirlpool, dressing rooms, mechanical and electrical equipment room, elevators and elevator shafts; the structural components of the buildings; such improvements as may be provided for common use; service streets and parking areas; green areas; and all other parts of such land and the improvements thereon necessary or convenient to its existence, maintenance and safety which are normally and reasonably in common use, including the air above such land, all of which shall be owned, as tenants in common, by all of the owners of the separate units, each owner of a unit having an undivided interest in such general common elements as is provided hereinafter.

(e) "Declaration" means this declaration and supplements and amendments thereto, if any.

(f) "Limited common elements" means those parts of the general common elements which are either limited to and reserved for the exclusive use of an owner of a particular condominium unit or less than all of the condominium unit owners.

(g) "Condominium project" or "project" means all of the land and improvements initially submitted by this declaration.

(h) "Common expenses" means and includes (1) expenses of administration, operation and management, repairs or replacement of the general common elements including the cost of purchase and maintenance of one unit, to be owned by the association and used as maid's quarters and, if purchased by the association, the cost of purchase and maintenance of one unit to be owned by the association and used as a resident manager's unit, (2) expenses declared common expenses by the provisions of this declaration or the By-Laws of the association, (3) all sums lawfully assessed against the general common elements by the Board of Directors of the association, (4) expenses agreed upon as common expenses by the association of unit owners.

(i) "Association of unit owners" or "Association" means the association formed as a Colorado not-for-profit corporation bearing the name "Sawmill Creek Condominium Association", the Articles of Incorporation and By-Laws of which shall govern the administration of this condominium property, the members of which association shall be all of the owners of the condominium units.

(j) "Map" or "Condominium Map" means and includes the engineering survey of the land depicting and locating thereon all of the improvements, the floor and elevation plans and any other drawing or diagrammatic plan depicting a part of or all of the land and improvements thereon.

## **2. Division of Property into Condominium Units.**

(a). The real property described in Exhibit "A" and the improvements thereon are hereby divided into fifty-three (53) fee simple estates as is set forth, in the attached Exhibit "B" which by this reference is made a part hereof. Each such estate shall consist of the separately designated units and the percentage of undivided interest in and to the general common elements appurtenant to each unit as set forth on Exhibit "B".

(b) Such ownership of the undivided interest in the general common elements shall not be changed or amended without the written approval of all of the owners thereof nor shall the ownership of any unit, by deed, plat, court decree or otherwise, be subdivided or in any manner separated into tracts or parcels smaller than the whole unit as shown on the map.

## **3. Limited Common Elements.**

A portion of the general common elements is reserved for the exclusive use of the individual owners of the respective units or the non-exclusive use of less than all of the condominium unit owners, and such areas are referred to as "limited common elements". The limited common elements shall be identified on the Map. Any court, patio, balcony or deck which is accessible from, associated with and which adjoins a unit and any other limited common element so identified on the Map shall, without further reference thereto, be used in connection with such unit to the exclusion of the use thereof by the other owners, of the general common elements, except by invitation. All of the owners of condominium units in this condominium project shall have a non-exclusive right in common with all of the other owners to the use of sidewalks, pathways, driveways, streets, garage, elevator and exterior exit balcony within the entire condominium project. No reference thereto, whether such limited common elements are exclusive or non-exclusive, needs to be made in any deed, instrument of conveyance or other instrument, and reference is made to the provisions of paragraph 5 of this declaration.

## **4. Condominium Map.**

The map shall be filed for record when construction of the units and other improvements is substantially completed. The map depicting units shall not be filed for record until the building in which the units are located has been substantially completed in order to permit the location thereof, both horizontally and vertically to be shown thereon. The map shall be filed for record prior to the conveyance of the condominium units shown thereon. The map shall depict and show at least the following: the legal description of the land and a survey thereof; the location of the buildings; the floor and elevation plans, the location of the unit within the building, both horizontally and vertically, the limited common elements including parking, if any, which will be appurtenant to a unit along with dimensions thereof; the thickness of the common walls between or separating the units; the location of any structural components or supporting elements of a building located within a unit; and, the unit descriptions and the building symbol. The map shall contain the certificate of a registered professional engineer or licensed architect, or both,

certifying that the map substantially depicts the location and the horizontal and vertical measurements of the units, the unit designations, building symbols, ceilings as constructed, the elevations of the unfinished floors, and that such map was prepared subsequent to substantial completion of the improvements. In interpreting the map, the existing physical boundaries of each separate unit as constructed shall be conclusively presumed to be its boundaries. Declarant reserves the right to amend the map, from time to time prior to the conveyance of any units, to conform the same according to the actual location of any of the constructed improvements and to establish, vacate and relocate easements, access road easements and on-site parking areas, provided, however, that this right shall terminate on December 1, 1982.

**5. Description of Condominium Unit.**

(a) Every contract for the sale of a condominium unit written prior to the filing for record of the map or declaration may legally describe a condominium unit by its identifying unit designation, the building symbol, followed by the name of this condominium. The location of such condominium unit shall be depicted on the map subsequently filed for record.

(b) Every contract, deed, lease, mortgage, trust deed, will or other instrument may legally describe a condominium unit by its identifying unit designation, the building symbol, followed by the name of this condominium with further reference to the map and declaration filed for record. Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect not only the unit, but also the owners' corresponding percentage of ownership in the general common elements and the limited common elements appurtenant thereto. Each such description shall be construed to include a perpetual, non-exclusive easement for ingress and egress to and from an owner's unit to and from the public road and use of the limited common elements appurtenant to his unit.

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

(d) No unit owner shall execute any deed, mortgage, lease, trust deed, contract, will or other instrument conveying or mortgaging title to his unit without including the unit interest in the common elements, it being the intention hereof to prohibit any severance of such combined ownership. Any contract, deed, mortgage, lease, trust deed, will or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the unit interest in the general common elements may be sold, transferred or otherwise disposed of except as part of a sales transfer or other disposition of the entire unit to which such interests are appurtenant.

**6. Form of Ownership -- Title.**

A condominium unit may be held and owned in any real property tenancy relationship recognized under the laws of the State of Colorado.

**7. Inseparability of a Condominium Unit.**

Each unit, the appurtenant undivided interest in the general common elements and the appurtenant limited common elements, shall together comprise one condominium unit, shall be inseparable and may be conveyed, leased, devised or encumbered only as a condominium unit.

**8. Separate Assessment and Taxation of Condominium Units -- Notice to Assessor.**

Declarant shall give written notice to the County Assessor of the creation of condominium real property ownership interests in this property, as is provided by law, so that each unit and the undivided interest in the general common elements appurtenant thereto shall be deemed a parcel and subject to separate assessment and taxation.

**9. Non-Partitionability of General Common Elements.**

The general common elements shall be owned in common by all of the owners of the units and shall remain undivided, and no owner shall bring any action for partition or subdivision of the general common elements.

**10. Easements.**

(a) *Encroachments.* In the event that any portion of the general common elements encroaches upon any unit or units; or in the event that any portion of a unit encroaches upon any other unit or units or upon any portion of the general common elements, or in the event any encroachment shall occur in the future as a result of: (1) settling of a building; or (2) alteration or repair to the general common elements; or (3) repair or restoration of a building(s) and/or a unit(s) after damage by fire or other casualty, or condemnation or eminent domain proceedings; a valid easement shall exist for the encroachment and for the maintenance of the same as long as the building(s) stands or encroachment exists. In the event that any one or more of the units or buildings or other improvements comprising part of the general common elements are partially or totally destroyed and are subsequently rebuilt or reconstructed in substantially the same location, and as a result of such rebuilding any portion thereof shall encroach as provided in the preceding sentence, a valid easement for such encroachment shall then exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the general common elements or on the units for purposes of marketability of title or other purposes. In interpreting any and all provisions of the Declaration, subsequent deeds to and/or mortgages relating to condominium units, the actual location of a unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered notwithstanding any minor deviations, either horizontally, vertically or laterally from the location of such unit indicated on the Condominium Map.

(b) *Maintenance Easement.* An easement is hereby granted to the Association, its officers, agents, employees and assigns upon, across, over, in and under the general common elements to make such use of the general common elements as may be necessary or appropriate to perform the duties and functions which it is obligated and/or permitted to perform pursuant to this Declaration, including the right to construct and maintain on the general common elements maintenance and storage facilities for the use of the Association. Further, an easement is hereby granted to the Declarant, its agents and employees and the Association, its employees and third party contractors for ingress and egress to any condominium unit within the project in order to permit Declarant to perform any necessary maintenance and/or repairs required of it under the terms and provisions of any purchase agreement between Declarant and the owner of an individual condominium unit.

(c) *Emergency Easement.* An easement for ingress and egress is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons to enter upon all streets and upon the project in the performance of their duties.

(d) *Maintenance of Limited Common Element Easement.* There is hereby granted to each owner of a condominium unit an easement on, over and across the general common elements as may be necessary or appropriate, to enable such owner to perform maintenance, repair and other work upon any air conditioning unit which is a limited common element appurtenant to his unit and which is located upon the exterior walls or roof of the building in which said owner's unit is situated.

**11. Termination of Mechanic's Lien Rights and Indemnification.**

Subsequent to the completion of the improvements described on the map, no labor performed or materials furnished and incorporated in a unit with the consent or at the request of the unit owner, his agent, his contractor, or subcontractor shall be basis for filing of a lien against the general common elements or against the unit of any other unit owner who did not expressly consent to or request the services or materials. Each owner shall indemnify and hold harmless each of the other owners from and against all liability arising from the claim of any lien against the unit of any other owner or against the general common elements for construction performed or for labor materials, services or other products incorporated in an owner's unit at such owner's consent or request, including all reasonable attorney's fees incurred in the defense of such claim. The provisions herein contained are subject to the reserved right as set forth in paragraph 14.

**12. Administration of the Association.**

- (a) The interests of all owners of condominium units shall be governed and administered by the Articles of Incorporation and By-Laws of the Association.
- (b) An owner of a condominium unit upon becoming an owner shall be a member of the association and shall remain a member for the period of ownership.
- (c) The association, by its Board of Directors may contract for and pay for the services of a managing agent who shall perform all such duties prescribed by said Board of Directors.

**13. Certificate of Identity of Management Body to be Recorded.**

There shall be recorded from time to time a Certificate of Identity and the addresses of the persons then comprising the management body (directors and officers) together with the address of the resident manager, and managing agent, if any. Such Certificate shall be conclusive evidence thereof in favor of any person relying thereon in good faith regardless of time elapsed since the date thereof. The first such certificate shall be recorded prior to the first conveyance of a condominium unit.

**14. Access to units for maintenance, repairs and emergencies.**

(a) The owners shall have the irrevocable right, to be exercised by the resident manager, managing agent or Board of Directors of the association, to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the general common elements therein or accessible therefrom; provided, however, that such right of access shall be immediate for making emergency repairs therein in order to prevent damage to the general common elements or to another unit.

(b) Damage to the interior or any part of a unit resulting from the maintenance, repair, emergency repair, or replacement of any of the general common elements or as a result of emergency repairs within another unit shall be a common expense of all of the owners; provided, however, that if such damage is caused by negligent or tortious act of a unit owner, members of his family, his agent, employees, invitee, licensee or tenant, then such unit owner shall be responsible and liable for all of such damage. All damaged improvements shall be restored substantially to the same condition in which they existed prior to the damage. All maintenance, repairs and replacements of the general common elements, whether located inside or outside of the units (unless necessitated by the negligence, misuse or tortious act of a unit owner, in which case such expense shall be charged to such unit owner), shall be the common expense of all of the owners.

**15. Owner's Maintenance Responsibility for His Unit.**

(a) For maintenance purposes, an owner shall be obligated to keep in good repair and condition the supporting walls, the materials such as, but not limited to, plaster gypsum dry wall, paneling, wallpaper, paint, wall and floor tile and flooring, (but not including the sub-flooring, which makes up the finished surface of the perimeter walls), ceilings and floors within his unit, (including unit doors and windows). The lines, pipes, wires, conduits or systems (which for brevity are herein and hereinafter referred to as utilities) running through his unit which serve one or more other units are general common elements. Such utilities shall not be disturbed or relocated by an owner without the written consent and approval of the Board of Directors. An owner's right to repair, alter and remodel the interior of his unit shall be coupled with the obligation to replace any finished or other materials removed with similar or other types or kinds of materials of at least the same quality.

(b) An owner shall maintain and keep in repair the interior of his own unit, including the fixtures thereof. All fixtures and equipment installed within the unit, commencing at a point where the utilities enter the unit shall be maintained and kept in good repair and condition by the owner thereof; provided, however, that if any such fixtures and equipment are damaged as a result of an external force or cause, and if such damage is not covered by insurance the cost of repair shall be an association expense (a common expense of all of the condominium unit owners). An owner shall do no act nor any work that will impair the structural soundness or integrity of the building or impair any

easement or hereditament. An owner shall always keep the limited common elements appurtenant to his unit in a clean and sanitary condition and shall not use nor permit use thereof in such a manner as will be offensive to another owner of reasonable sensitivities.

#### **16. Maintenance of the General Common Elements.**

(a) The maintenance and operation of the general common elements shall be the responsibility and the expense of the association and a common expense of all of the condominium unit owners. This specifically includes all snow removal and road maintenance for all interior roads and parking areas located on this real property described in Exhibit "A".

(b) There shall be no additions, alterations, or improvements of or to the general and limited common elements by the association requiring an assessment in excess of Fifty Dollars (\$50.00) per unit in any one calendar year without prior approval of a majority of the owners. Such approval shall be expressed by a vote in favor thereof by the owners of a majority in interest at a special or regular meeting of association members. Such expenditure(s) shall be a common expense. Such limitation shall not be applicable to the replacement, repair, maintenance or (obsolescence) of any general or limited common element or common personal property.

#### **17. Compliance with Provisions of Declaration Mandatory.**

Each owner shall comply with the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association and the Rules and Regulations, decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully adopted and amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or injunctive relief, or both, and for reimbursement of all attorney's fees incurred in connection therewith, which action shall be maintainable by the Board of Directors in the name of the Association on behalf of the owners or, in a proper case, by an aggrieved owner.

#### **18. Revocation or Amendment to Declaration.**

Except as is otherwise provided, this Declaration shall not be revoked unless all of the owners and all of the holders of any recorded first mortgage or first deed of trust covering or affecting any or all of the condominium units in the project consent and agree to such revocation by instrument(s) duly recorded. This Declaration shall not be amended unless the owners representing an aggregate ownership interest of seventy-five percent (75%), or more, of the general common elements in the project and all of the holders of recorded first mortgages or deeds of trust consent and agree to such amendment by instrument(s) duly recorded; provided, however, that the undivided interests in the general common elements appurtenant to each unit shall have a permanent character and shall not be altered without the consent of all of the unit owners and all of the holders of recorded first mortgages or first deeds of trust as expressed in an amended declaration; duly recorded.

#### **19. Assessment for Common Expenses.**

(a) All owners shall be obligated to pay the estimated assessments imposed by the Board of Directors of the association to meet the common expenses. The common expenses shall be assessed equally among all of the condominium unit owners, except the cost of heat -which, if gas generated, shall be assessed to the unit owners pro rata according to the number of cubic feet contained in each unit and except electricity which shall be separately metered and billed to each unit. The limited common elements shall be maintained as general common elements, and owners having exclusive use thereof shall not be subject to any special charges or assessments for the repair or maintenance thereof. Assessments for the estimated common expenses shall be due in advance on the first day of each calendar month, or less frequently as may be determined by the Board of Directors. The statements for common expenses shall be prepared and delivered or mailed to each owner. The method of assessment described herein may not be amended without the written approval of two-thirds (2/3) of the owners of the individual condominium units.

(b) In the event the ownership of a condominium unit, title to which is derived from Declarant, commences on a day other than the first day of the assessment period, the assessment for that period shall be prorated.

(c) Assessment shall be based upon the cash requirements deemed to be such aggregate sum as the Board of Directors of the Association shall from time to time determine is to be paid by all of the condominium unit owners, including Declarant to provide for the payment of all estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alterations and improvements of and to the general common elements, which sum may include, but shall not be limited to, expenses of management, resident manager compensation, expenses of ownership and maintenance by the Association of the resident manager's condominium unit, if hereafter purchased by the Association, and the maid's condominium unit, taxes and special assessments until separately assessed; snow removal and road repair, premiums for insurance, landscaping and care of grounds, common lighting and heating, repairs and renovations, trash and garbage collections, wages, common water and sewer charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Managing Agent, resident manager of [sic; or] Board of Directors on behalf of the unit owners under or by reason of this Declaration and the Articles of Incorporation and By-Laws of the Association for a deficit remaining from a previous period, for the creation of a reasonable contingency, reserve, working capital and sinking, funds as well as other costs and expenses relating to the general common elements.

(d) Pursuant to the provisions of paragraph 25 of these articles, the Board of Directors may levy such assessments for the purpose of defraying the cost of repair or reconstruct the improvements in the event of their damage, all as more particularly set forth in said paragraph 25.

(e) The Association by its Board of Directors may levy a special assessment against any individual unit of any unit owner for the reasonable expenses incurred in the reconstruction or repair to the general common elements, limited common elements or the individual unit of any unit owner for damage or destruction caused by said individual unit owner's misconduct, negligence or infraction of the published rules and regulations of the association.

(f) The omission or failure to fix the assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification or a release of the owner's obligation to pay same.

## **20. Insurance.**

(a) The Board of Directors of the Association shall obtain and maintain at all times, to the extent obtainable policies involving standard premium rates, established the Colorado Insurance Commissioner, and written with companies licensed to do business in Colorado and have a Best's Insurance Report rating of Class VI or better, covering the risks set forth below. The Board of Directors of the Association shall not obtain any policy where: (1) under the terms of the insurance company's charter, by-laws or policy, contributions or assessments may be made against the mortgagor or mortgagee's designee; or (2) by the terms of the carriers charter, by-laws or policy, loss payments are contingent upon action by the company's board of directors, policyholders or members; or (3) the policy includes any limiting clauses (other than insurance conditions) which could prevent mortgagees or the mortgagor from collecting insurance proceeds. The types of coverages to be obtained and risks to be covered are as follows, to-wit

(1) Fire insurance with extended coverage and standard all risk endorsements, which endorsements shall include endorsements for vandalism and malicious mischief. Said casualty insurance shall insure the entire condominium project and any property, the nature of which is a general common element (including all of the units and fixtures therein initially installed by the Declarant but not including furniture, furnishings or other personal property supplied by or installed by unit owners) together with all service equipment contained therein in an amount equal to the maximum replacement value, without deduction for depreciation if such coverage is available. All policies shall contain a standard non-contributory mortgage clause in favor of each mortgagee of a condominium unit, which shall provide that the loss, if any, thereunder, shall be payable to the Sawmill Creek Condominium Association for the use and benefit of mortgagees as their interests may appear.

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

(3) Public liability and property damage insurance in such limits as the Board of Directors of the Association may from time to time determine, but not in an amount less than \$500,000 per injury, per person, per occurrence and umbrella liability limits of \$1,000,000.00 per occurrence, covering claims for bodily injury or property damage. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other use of the project. Said policy shall also contain a "severability of interest" endorsement.

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

(5) The Association shall purchase adequate fidelity coverage against dishonesty of employees, destruction or disappearance of money or securities and forgery. Said policy shall also contain endorsements thereto covering any persons who serve the Association without compensation.

(6) The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the project, including plate or other glass insurance and any personal property of the association located thereon.

(b) All policies of insurance to the extent obtainable shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of a condominium unit owner and shall provide that such policies may not be cancelled or modified without at least ten (10) days prior written notice to all of the insureds, including mortgagees. If requested in writing by one or more of the mortgagees, duplicate originals of all policies and renewals thereof, together with proof of payments of premiums, shall be delivered to all mortgagees at least ten (10) days prior to expiration of the then current policies. The insurance shall be carried in blanket form naming the Sawmill Creek Condominium Association as the insured, as attorney-in-fact for all of the condominium unit owners, which policy or policies shall identify the interest of each condominium unit owner (owner's name and unit number designation) and first mortgagee. Further, the association shall require the insurance company or companies providing the insurance coverages described herein to provide each owner and mortgagee a certificate of insurance in regard to such owner's individual condominium unit.

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

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

(e). In the event that there shall be any damage or destruction to, or loss of or taking of a unit which exceeds \$1,000.00 or any damage or destruction to, or loss to or taking of the general common elements which exceeds \$10,000.00, then notice of such damage or loss or taking shall be given by the Association to each first mortgagee of said condominium unit within ten (10) days after the occurrence of such event and the cost of repair is determined.

## **21. Owners' Personal Obligation for Payment of Assessments.**

The amount of the common expenses assessed against each condominium unit shall be the personal and individual debt of the owner thereof. No owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the general common elements or by abandonment of his unit. The Board of Directors shall have the responsibility to take prompt action to collect any unpaid assessments which remain unpaid for more than ten (10) days the due date for payment thereof. In the event of default the payment of the assessment, the unit owners obligated to pay; interest at the rate of Eighteen Percent (18%) per annum on the amount of the assessment from due date thereof, together with all expenses including attorney's fees incurred either



with such late charges as provided by the By-Laws and Rules and Regulations of the Association. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing the lien, nor shall such suit be or construed to be a waiver of the lien.

**22. Association Lien for Non-payment of Common Expenses.**

(a) All sums assessed but unpaid for the share of common expenses chargeable to any condominium unit shall constitute a lien on such unit superior to all other liens and encumbrances, except only for tax and special assessments liens on the condominium unit in favor of any assessing unit and except as referred to in paragraph 22(e), and all sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrances. To evidence such lien, the Board of Directors, the Managing Agent or Resident Manager shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of the accrued interest and late charges thereon, the name of the owner of the condominium unit and a description of the condominium unit. Such a notice of lien shall be signed by one of the Board of Directors or by one of the officers of the Association or by the Managing Agent or Resident Manager on behalf of the Association and shall be recorded in the Office of the County Clerk and Recorder. Such lien shall attach and be effective from the due date of the assessment until all sums, with interest and other charges thereon, shall have been fully paid.

(b) Such lien may be enforced by the foreclosure of the defaulting owner's condominium unit by the Association in like manner as a mortgage on real property upon the recording of a notice of claim thereof. In any such proceedings, the owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien, and in the event of foreclosure, all additional costs, all expenses and reasonable attorney's fees incurred. The owner of the condominium unit being foreclosed shall be required to pay to the Association the monthly common assessment for the condominium unit during the period of foreclosure, and the Association shall be entitled to a receiver during foreclosure. The Association shall have the power to bid in the condominium unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey and otherwise deal with the same.

(c) Any mortgagee holding a lien on a condominium unit may pay, but shall not be required to pay, any unpaid common expenses payable with respect to such unit, and upon such payment, such encumbrancer shall have a lien on such unit for the amount paid of the same rank as the lien of his mortgage or encumbrance without the necessity of having to record a notice of claim of such lien. Upon request of a mortgagee, the Association shall report to the mortgagee of a condominium unit any unpaid assessment remaining unpaid for longer than thirty (30) days after the same is due; provided, however, that a mortgagee shall have furnished to the Association notice of such encumbrance.

(d) The recorded lien may be released by recording a Release of Lien to be signed by an officer of the Association on behalf of the Association.

(e) Notwithstanding any of the foregoing provisions, any mortgagee who obtains title to a condominium unit pursuant to the remedies set forth in its mortgage or deed of trust shall take title to the unit free and clear of all common expense assessments levied thereon prior to such transfer of title and free and clear of all liens created as a result of such assessment.

**23. Ascertainability of Unpaid Common Expenses.**

(a) The unit owners and their mortgagees, prospective mortgagees or prospective grantees, upon ten (10) days' written notice to the Managing Agent, Resident Manager, or Board of Directors and upon payment of a reasonable fee, shall be furnished a statement of his account. The Statement of Account shall include the amount of any unpaid common expenses, the amount of the current assessments, the dates that assessments are due, the amount for any advanced payments made, prepaid items such as insurance policies premiums and reserves therefor and any deficiencies in reserve accounts, which statement shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request shall be complied with within ten (10) days after receipt of such written request, all unpaid common expenses which become due prior to the date of such request shall be subordinate to the rights of the person requesting such statement.

(b) The provisions set forth in this paragraph shall not apply to the initial sales and conveyances of the condominium units made by Declarant, and such sales shall be free from all common expenses to the date of conveyance made or to a date as agreed upon by Declarant and Declarant's grantee.

**24. Priorities of Association Lien for Common Expenses.**

The owner of a condominium unit may create a junior mortgage (junior to the lien, deed of trust or other encumbrance of a first mortgage), liens or encumbrances on his condominium unit; provided, however, that any such junior mortgages, liens or encumbrances shall always be subordinate to the prior and paramount lien of the Association for common expenses and all of the terms, conditions, covenants, restrictions, uses, limitations and obligations under this Declaration, Association Articles of Incorporation and By-Laws and provided, further, that such junior encumbrances) shall release, for purposes of restoration of any improvements upon the encumbered condominium unit, all of his right, title and interest in and to the proceeds under all insurance policies upon said premises by the Association. Such release shall be furnished forthwith by a junior mortgagee upon written request of the Association, and if such request is not granted, such release may be executed by the Association as attorney-in-fact for such junior mortgagee.

**25. Destruction, Damage or Obsolescence Association as Attorney-in-Fact.**

This Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the project in the event of its destruction, damage, obsolescence or condemnation, including the repair, replacement and improvement of any condominium units, buildings, general common elements or other portion of the project which has been so destroyed, damaged condemned or becomes obsolete. Title to any condominium unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed or other instrument of conveyance from the Declarant or from any owner or grantor shall constitute appointment of the attorney-in-fact herein provided. All of the owners irrevocably constitute and appoint the Sawmill Creek Condominium Association as their true and lawful attorney in their name, place and stead, for the purpose of dealing with the project upon its damage, destruction, obsolescence or condemnation as is hereinafter provided. As attorney-in-fact, the Association, by its president and secretary or assistance secretary or its other duly authorized officers and agents, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of a condominium unit owner which are necessary and appropriate to exercise the powers herein granted. In the event that the Association is dissolved or becomes defunct, a meeting of the condominium unit owners shall be held within thirty (30) days after either such event. At such meeting a new attorney-in-fact, to deal with the project upon its destruction, damage, obsolescence, or condemnation shall be appointed. Said appointment must be approved by the owners representing an aggregate ownership interest of seventy-five percent (75%) or more of the common elements and at least seventy-five percent (75%) of the first mortgagees of the condominium units. Repair and reconstruction of the improvements as used in the succeeding subparagraphs means restoring the improvement(s) to substantially the same condition in which they existed prior to the damage, with each unit and the general and limited common elements having substantially the same vertical and horizontal boundaries as before, and all improvements being reconstructed or repaired in substantial conformance with the project's original architectural plan and scheme to the extent then reasonably and economically feasible. The proceeds of any insurance collected shall be available to the Association for the purpose of repair, restoration, reconstruction or replacement unless all of the owners and all first mortgagees agree not to rebuild in accordance with the provisions hereinafter set forth.

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

(b) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is not more than sixty percent (60%) of the total replacement cost of all of the condominium units in this project, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association as attorney-in-fact, using the proceeds of insurance and the proceeds of a special assessment to be made against all of the owners and their condominium units. Such special assessment shall be a common expense and made in the same

manner as set forth in paragraph 19(a), and shall be due and payable within thirty (30) days after written notice thereof. The Association shall have full authority, right and power as attorney-in-fact, to cause the repair, replacement or restoration of the improvement(s) using all of the insurance proceeds for such purpose, notwithstanding the failure of an owner to pay the assessment. The assessment provided for herein shall be a debt of each owner and a lien on his condominium unit and may be enforced and collected as is provided in Section 24. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such deficiency assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association, as attorney-in-fact, pursuant to the provisions of this Section. Assessments for the common expenses shall not be abated during the period of insurance adjustment and repair and reconstruction. The delinquent owner shall be required to pay to the Association, the costs and expenses filing the notice, interest at a rate of eighteen percent (18%) per annum, on the amount of the assessment and all reasonable attorney's fees. The proceeds derived from the sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, in the following order:

- (1) For payment of the balance of the lien of any first mortgage;
- (2) For payment of taxes and special assessments liens in favor of any assessing entity and the customary expenses of sale;
- (3) For payment of unpaid common expenses and all costs, expenses and fees incurred by the Association;
- (4) For payment of junior liens and encumbrances in the order of and to the extent of their priority; and
- (5) The balance remaining, if any, shall be paid to the condominium unit owner.

(c) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is more than sixty percent (60%) of the total replacement cost of all of the condominium units in this project, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of a special assessment to be made against all of the Owners and their condominium units, provided, however, that owners representing an aggregate ownership interest of seventy-five percent (75%) or more of the common elements and at least seventy-five percent (75%) of the first mortgagees of record may agree not to repair or reconstruct the improvements; and in such event, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's president and secretary or assistant secretary, the entire project shall be sold by the Association pursuant to the provisions of this Section, as attorney-in-fact, for all of the owners, free and clear of the provisions contained in this Declaration, the Map, Articles of Incorporation, and By-Laws. Assessments for common expenses shall not be abated during the period prior to sale. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each Owner's interest in the common elements, and such divided proceeds shall be paid into separate accounts, each such account representing one of the condominium units. Each such account shall be in the name of the Association, and shall be further identified by the condominium unit designation and the name of the owner. From each separate account the Association, as attorney-in-fact, shall forthwith use and disburse the total amount of each of such accounts, without contribution from one account to another, toward the partial or full payment of the lien of any first mortgagee encumbering the condominium unit represented by such separate account. Thereafter, each such account shall be supplemented by the apportioned amount of the proceeds obtained from the sale of the entire property. The total funds of each account shall be used and disbursed, without contribution from one account to another, by the Association, as attorney-in-fact, for the same purposes and in the same order as provided in subsection (b)(1) through (5) of this Section. In the event that the damage is to be repaired or reconstruction is to be made then the provisions of Section 27(b) shall apply.

(d) The owners representing an aggregate ownership interest of eighty percent (80%) or more of the common elements in this project may agree that the common elements are obsolete and adopt a plan for the renewal and reconstruction, which plan must have the approval of at least eighty percent (80%) of the first mortgagees of record at the time of the adoption of such plan. If a plan for the renewal or reconstruction is adopted, notice of such plans shall be recorded, and the expense of renewal and reconstruction shall be payable by all of the owners as a common

expense, whether or not they have previously consented to the plan of renewal and reconstruction. The Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such assessment within the time provided, and if not so paid the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association. The delinquent owner shall be required to pay to the Association the costs and expenses for filing the notices, interest at the rate of eighteen percent (18%) per annum, and all reasonable attorney's fees. The proceeds derived from the sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in subsection (b)(1) through (5) of this Section.

(e) The owners representing an aggregate ownership interest of eighty percent (80%) or more of the common elements may agree that the condominium units are obsolete and that the same should be sold. Such plan or agreement must have the approval of all of the first mortgagees of the condominium units. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's president and secretary or assistant secretary, the entire project shall be sold by the Association, as attorney-in-fact, for all of the Owners, free and clear of the provisions contained in this Declaration. The sale proceeds shall be apportioned among the owners on the basis of each owner's interest in the common elements, and such apportioned proceeds shall be paid into separate accounts, each such account representing one condominium unit. Each such account shall be in the name of the Association and shall be further identified by the condominium unit designation and the name of the owners. From each separate account, the Association, as attorney-in-fact shall use and disburse the total amount of each of such accounts, without contribution from one account to another, for the same purposes and in the same order as is provided in subsection (b)(1) through (5) of this Section.

## **26. Condemnation.**

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

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

### **(b) Complete Taking.**

(1) In the event that the entire project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the owners on the same basis of each condominium unit owner's interest in the common elements, provided however, that if a standard different from the value of the property as a whole is employed as the measure of the Condemnation Award in the negotiation, judicial decree or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

(2) On the basis of the principle set forth in the last preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which each owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable in the same manner provided in Section 27(b) (1) through (5).

(c) *Partial Taking.* In the event that less than the entire condominium project is taken or condemned, sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each owner shall be entitled to a share of the Condemnation Award to be determined in the following manner as soon as practicable the Association shall reasonably and in good faith, allocate the Condemnation Award between compensation, damages or other proceeds and shall apportion the amounts so allocated among the owners as follows: (1) the total amount allocated to taking of or injury to the common elements, shall be apportioned among the owners on the basis of each owner's interest respectively in the common elements; (2) the total amount allocated to severance damages shall be apportioned to those condominium units which were taken or condemned; (3) the respective amounts allocated to the taking of or damage to a particular unit and to the improvements an owner has made within his own unit shall be apportioned to the particular unit involved and (4) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be

equitable in the circumstances or as determined by judicial decree. If the allocation of the Condemnation Award is already established in negotiations, judicial decree or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be disbursed as soon as practicable in the same manner provided in Section 27(b)(1) through (5).

(d) The Association shall timely notify each first mortgagee of any condominium unit of the commencement of the condemnation proceedings or eminent domain proceedings and shall notify said mortgagees in the event of the taking of all or any part of the common elements, if the value of the common elements taken exceeds \$10,000.00.

**26. Registration of Mailing Address.**

Each owner shall register his mailing address with the Association, and notices or demands intended to be served upon an owner shall be sent by mail, postage prepaid, addressed in the name of the owner at such registered address.

**27. Period of Condominium Ownership.**

The separate condominium estates created by this Declaration and the Map shall continue until this Declaration is revoked in the manner and as is provided in paragraph 18 of this Declaration, or until terminated in the manner and as is provided in subparagraph (c) or (f) of paragraph 25 of this Declaration.

**28. Assessment Reserves.**

Each owner, other than the Declarant, shall be required to deposit and to maintain with the Association up to three times the amount of the current estimated monthly common assessments, without interest, which sum shall be used by the Association as a reserve for paying such owner's monthly common assessment, for purchase of equipment and supplies and for working capital. Such reserve shall be reviewed from time to time, and any deficiency shall be assessed to the owner so that the amount required herein shall be maintained. Such advance payment shall not relieve an owner from making the regular monthly payments of the monthly common assessment as the same come due. Upon the sale of his condominium unit, an owner shall be entitled to a credit from his grantee for any unused portion thereof, and the amount of any deficiency in the reserve account shall be paid to the Association for the purposes herein set forth immediately following such sale. The initial deposit shall be due from the owner at the closing of his purchase.

**29. Restrictive Covenants**

(a) The property is hereby restricted to residential dwellings for residential use and uses related to the convenience and enjoyment of such residential use; except that one condominium unit may be used as and for an Association office and resident manager's living quarters, and one condominium unit may be used as a maid's quarters. No buildings or structures shall be moved from other locations onto said premises, and no residential buildings other than buildings shown on the Map (filed or to be filed) shall be erected or constructed on the property except by vote of a majority in interest of the condominium unit owners. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used or permitted to be kept or stored on any portion of the premises at any time either temporarily or permanently. Notwithstanding anything to the contrary herein, one unit may be used and occupied as and for an office and living quarters for the resident manager of this project and one unit may be used as a maid's quarters.

(b) Notwithstanding any provisions contained to the contrary, it shall be expressly permissible for the Declarant, its agent, employees and contractors to maintain during the period of construction and sale of the condominium units, upon such portion of the property as Declarant may choose, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction and sale or rental of condominium units and interests, including, but without limitation, a business office, storage area, construction yards, signs, model units, sales office, construction office, parking areas and lighting.

(c) No animals, livestock or poultry of any kind shall be raised, bred or kept on the property, except that dogs, cats or other household pets may be kept; provided, however, that the right to keep a household pet shall be coupled with

the responsibility to pay for any repair, maintenance or damage caused by an owner's pet. Every owner of a pet shall maintain strict control over his pet and shall prohibit the pet from making loud, disturbing noises. The Association may adopt rules and regulations to supplement this covenant, including restricting animals and pets of all kinds from the project.

(d) No advertising signs, including a "For Rent" or "For Sale" sign, nor billboard, unsightly objects or nuisances shall be erected, placed or permitted to remain on the premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any condominium unit or any resident thereof. Further, no business activities of any kind whatever shall be conducted in any building or in any portion of the property; except, and provided that the foregoing covenants shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings and improvements, if any, of the Declarant, its agents, contractors and assigns, during the construction and sale and rental period and of the Association, its successors and assigns in furtherance of its powers and purposes as hereinafter set forth nor to the Condominium unit used as an office and living quarters for the resident manager nor to the condominium unit to be used as maid's quarters.

(e) No nuisance shall be allowed on the condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful enjoyment or possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage be allowed to accumulate nor any fire hazard to exist. No unit owner shall permit any use of his unit or make use of the common elements which will increase the rate of insurance upon the condominium property. The Association shall adopt By-Laws and Rules and Regulations relative to abatement and enjoinder of nuisances.

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

(g) Rules and regulations may be adopted by the Board of Directors concerning and governing the use of the general and limited common elements. Such rules and regulations shall be furnished to unit owners prior to the time that they become effective. Such rules and regulations shall be uniform and non-discriminatory.

(h) Except as otherwise provided in this Declaration and except for those improvements erected or installed by Declarant and additions thereto under and by Supplement, no exterior additions, alterations or decorating to any building, nor changes in fences, hedges, walls and other structures shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, materials, locations and approximate cost of the same shall have been submitted to and approved in writing as to conformity and harmony of external design and location with existing structures in the condominium project by the Board of Directors of the Association or by a representative designated by the Board.

(i) No exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the premises, nor upon any structure situated upon said real property, other than an aerial for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna.

### **30. Automobile Parking Areas.**

All automobile parking areas shall be under the control of the Association; provided, however, that the Association by its President or other executive officer shall cause to be assigned to the owner(s) of a condominium unit one parking space on the condominium project, which parking space, to the extent possible, shall be located relatively proximate to the owner's condominium unit; provided, however, that all assigned parking spaces may, from time to time, be reassigned in order to accomplish the purpose stated; provided, further, that any additional parking spaces not so assigned shall be designated visitor or guest parking.

**31. General Reservations.**

Notwithstanding any other provisions expressly or impliedly to the contrary contained in this Declaration, the Articles of Incorporation or By-Laws of the Association, Declarant reserves the right to exercise the rights, duties and functions of the Board of Directors of the Association until the ownership of Forty (40) Condominium units has been transferred by Declarant, or July 1, 1981, whichever shall first occur. During such period of development and sale, the monthly assessment for common expenses shall be based upon the estimate of the actual cost, excluding therefrom any estimated amount for contingencies, reserves or sinking funds, and Declarant shall pay its pro rata share thereof for those condominium units which have been completed, are ready for occupancy, but not sold, and are depicted on the Map or section thereof which has been filed or which will be filed for record.

**32. Tax and Assessment Liens.**

Real property taxes, special assessments, and any other special taxes or charges of the State of Colorado or any political subdivision thereof, or other lawful taxing or assessing bodies, which are authorized by law to be assessed against and levied upon real property shall be assessed against and levied upon each unit and the owner's corresponding percentage of ownership in the common element as a tract, and not upon the property as a whole.

**33. Title Subject to Declarant's Reservations.**

Title to and ownership of each condominium unit is expressly subject to the reservations set forth in this Declaration.

**34. Acceptance of Provisions of all Documents.**

A contract for purchase and the conveyance or encumbrance of a condominium unit shall be deemed to include the acceptance of all of the provisions of this Declaration, the Articles of Incorporation and Association By-Laws and Rules and Regulations, and shall be binding upon the purchaser, grantee or encumbrancer without the necessity of inclusion of such an express provision in the instrument of conveyance or encumbrance.

**35. Term of Agreement with Developers, Sponsors or Builder or Management Company or Manager**

Nothing in this Declaration shall permit the Association to enter into any agreement for the professional management of the condominium project nor enter into any other contract providing for services of the developer, sponsor or builder which shall exceed three (3) years in duration and which shall not provide for termination without cause and without a termination fee on ninety (90) days (or less) written notice.

It is further provided that no management contract or agreement or any other contract or agreement providing for the service of a manager, management company, or managing agent shall be for a period longer than three (3) years from the date of execution and any such management contract or agreement shall contain a provision allowing termination thereof by the Board of Directors at any time with or without cause on ninety (90) days prior written notice to said manager or management company or managing agent.

**36. Rights of Construction Lender.**

Declarant hereby grants unto Irving Trust Company the right to veto any actions or the exercise of any rights performed by Declarant pursuant to this Declaration prior to the time the construction loan from Irving Trust Company to the Declarant in the amount of \$4,217,000.00 is repaid in full and the mortgage lien securing same released. Declarant agrees to obtain the written consent of Irving Trust Company prior to the time of performing any of the acts or exercising any of the rights reserved unto Declarant hereunder. The powers granted to Irving Trust Company pursuant to this paragraph shall be automatically revoked at such time as the aforementioned construction loan is repaid and the lien of the mortgage securing same is released. This provision shall not affect any vested ownership rights in individual condominium units nor shall it be used in any way to impair the liens of the holders of the first mortgages or first deeds of trust upon any unit.

37. General.

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

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

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

(d) Paragraph titles are for convenience of reference and are not intended to limit, enlarge or change the meaning of the contents of the various paragraphs.

IN WITNESS WHEREOF, this Declaration was executed the 15th day of December, 1980.

**SAWMILL CREEK CORPORATION**

By: Charles F. Claassen, President [Signed]

[SEAL]

ATTEST:

Michael P. Keleher, Assistant Secretary [Signed]

STATE OF MISSOURI     )  
COUNTY OF CLAY     )     ss.

The foregoing Condominium Declaration for Sawmill Creek Condominiums was acknowledged before me this 15<sup>th</sup> day of December, 1980 by Charles F. Claassen, as President, and Michael P. Keleher, as Assistant Secretary of Sawmill Creek Corporation, a Missouri corporation.

Witness my hand and official seal.

NOTARY PUBLIC [Signed]

My Commission expires: 11/18/83

[SEAL]



## EXHIBIT A

A parcel of land made a portion of Lot 43, FOUR SEASONS AT BRECKENRIDGE VILLAGE FILING NO. 2 AMENDED, a subdivision as filed for record in the office of the Summit County Clerk and Recorder and being a portion of that tract of land recorded in Book 185 at Page 756 in the said office of the Summit County Clerk and Recorder. Said parcel being located within the Metcalf Placer, the West Mineral Survey Number 5449 and within the town of Breckenridge, Colorado; said parcel of land being more particularly described as follows:

Beginning at the Southwest Corner of said Lot 43; thence North  $75^{\circ}36'36''$  East, a distance of 206.65 feet to the SE Corner of the said Lot 43; thence North  $02^{\circ}23'24''$  West along the East Line of said Lot 43, a distance of 32.61 feet; thence 161.09 feet along the arc of a curve to the left having a central angle of  $30^{\circ}45'56''$  in a radius of 300 feet; thence North  $33^{\circ}09'20''$  West, a distance of 118.41 feet to a point on the South right-of-way line of relocated Ski Hill Road; thence Westerly along said South right-of-way line for the following three courses:

1) 53.86 feet along the arc of a curve to the left having a central angle of  $04^{\circ}45'28''$  a radius of 648.61 feet in accord [sic] which bears South  $70^{\circ}05'24''$  West a distance of 53.84 feet;

2) South  $67^{\circ}42'40''$  West, a distance of 70.54 feet;

3) 9.51 feet along the arc of a curve to the right having a central angle of  $0^{\circ}55'28''$  in a radius of 589.68 feet in accord [sic] which bears South  $68^{\circ}10'24''$  West, 9.51 feet distance; thence South  $05^{\circ}40'40''$  West, a distance of 66.04 feet to a point of intersection with the West line extended of said Lot 43; thence South  $11^{\circ}44'38''$  along the said West line of Lot 43 extended a distance of 225.02 feet to a point of beginning, containing 57,737 square feet.

**EXHIBIT B**

## Building A "Mill House"

<u>Unit No.</u>	<u>Undivided Interest In General Common Elements</u>
100	1.390
101	1.857
102	1.856
103	1.755
104	1.733
105	1.755
106	1.856
107	1.856
108	1.857
201	1.857
202	1.856
203	1.755
204	1.733
205	1.755
206	1.856
207	1.856
208	1.857
301	1.857
302	1.856
303	1.755
304	1.733
305	1.755

306	1.856
307	1.856
308	1.857

401-402	3.928
403	2.005
404	1.953
405	2.005
406	2.068
407	2.068
408	1.857

[Here begins Page 2 of the original Exhibit B:]

Building B "Paddle Wheel House"

<u>Unit No.</u>	<u>Undivided Interests</u> <u>General Common Elements</u>
109	1.857
110	1.856
111	1.856
112	1.755
114	1.733
115	1.755
116	1.857
209	1.857
210	1.856
211	1.856
212	1.755
214	1.733

215	1.755
216	1.857
309	1.857
310	2.068
311	2.068
312	2.005
314	1.953
315	2.005
316	1.857
<b>53 Total Units</b>	<b>100%</b>