

CONDOMINIUM DECLARATION  
FOR  
CEDAR COVE II CONDOMINIUMS

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DONETTA DAVIDSON  
ARAPAHOE COUNTY

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CONDOMINIUM DECLARATION  
FOR  
CEDAR COVE II CONDOMINIUMS

THIS DECLARATION is made as of the 30<sup>th</sup> day of January, 1996, by ENVIRO-TECH HOME ASSOCIATES, L.L.C., a Colorado limited liability company whose address is 8401 E. Belleview Avenue, Suite 250, Denver, Colorado 80237 ("Declarant").

RECITALS

Declarant is the owner of certain real property located in Arapahoe County, Colorado, generally described as CEDAR COVE SUBDIVISION FILING NO. 2 and CEDAR COVE SUBDIVISION FILING NO. 3 (the "Subdivisions"). Declarant wishes to create a condominium community on the Subdivisions to be known as Cedar Cove II Condominiums (the "Community"), in which the Subdivisions will be divided into condominium units for separate ownership, and has executed this Declaration to set forth the terms and conditions of such condominium ownership.

DECLARATION

1. Definitions. Certain capitalized terms are used regularly in this Declaration, and are defined as set forth below. Other capitalized terms used herein are defined in the text or in the Act (defined below).

(a) "Act" shall mean the Colorado Common Interest Ownership Act, Colorado Revised Statutes §§ 38-33.3-101 et seq., as it may be amended from time to time.

(b) "Additional Property" shall mean all of the Subdivisions except the Property.

(c) "Assessments" refers generally to expenditures for Community purposes which are allocated among the Units for payment, but shall have the specific meaning set forth in the Act.

(d) "Association" shall mean Cedar Cove II Owners Association, Inc., a non-profit corporation which Declarant has caused to be incorporated under the laws of the State of Colorado for the purpose of assuming and exercising certain functions relating to the Community as set forth below.

(e) "Bylaws" shall mean the bylaws of the Association.

(f) "Common Elements" refers generally to all those portions of the community which are not contained in living

spaces, but shall have the specific meaning set forth in the Act.

(g) "Common Expenses" shall generally mean all expenses which relate to the Common Elements and the management of the Community, but shall have the specific meaning set forth in the Act.

(h) "Condominium" generally refers to the Community, but shall have the specific meaning set forth in the Act.

(i) "Covenants" shall mean the easements, restrictions, covenants and conditions set forth in this Declaration.

(j) "Executive Board" shall mean the Board of Directors of the Association.

(k) "Mortgage" refers generally to any lien against a Unit for the benefit of a third party, but shall have the specific meaning set forth in the Act.

(l) "Mortgagee" refers generally to any party which holds a lien against any Unit, but shall have the specific meaning set forth in the Act.

(m) "Property" shall initially mean the portion of the Subdivisions which is described on Exhibit A attached hereto, but shall also include any Additional Property made subject to this Declaration pursuant to the provisions of paragraph 3(b) below.

(n) "Owner" shall refer generally to any individual or entity which holds title to any Unit in the Condominium, but shall have the specific meaning set forth in the Act.

(o) "Unit" shall refer generally to a unit in the Condominium, but shall have the specific meaning set forth in the Act.

2. Submission to Statute. Declarant hereby submits the Property to the provisions of the Act. In the event that the Act is repealed, the provisions of the Act in effect on the date of this Declaration shall remain applicable. Unless otherwise indicated, capitalized terms used herein shall have the meanings specified or used in the Act.

### 3. Declaration.

(a) In order to protect the value and desirability of the Community, Declarant hereby declares that the Property and every part thereof shall hereafter be held, sold and

conveyed subject to the Covenants, subject to planning and zoning restrictions and to the easements and other matters set forth on Exhibit B attached hereto and to any easements or licenses granted by Declarant pursuant to paragraph 3 below. The Covenants shall run with the Property, and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, legal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof; provided, however, that portions of the Property may be withdrawn from the Condominium in accordance with the provisions of C.R.S. § 38-33.3-210(4) (1973, as amended).

(b) Declarant hereby reserves the right to submit all or part of the Additional Property to this Declaration by recording a supplemental declaration in the real property records of the county in which the Property is located (the "Real Property Records") within five years after the date of this Declaration. Additional Property may be submitted to this Declaration at any time and from time to time, and parcels thereof may be added in any configuration and in any order. From and after the date of recording of any such supplemental declaration, the portion of the Additional Property which is described in the supplemental declaration shall be considered to be a part of the Property for all purposes of this Declaration.

(c) Declarant shall obtain the prior written consent of any governmental agency which holds, insures or guarantees any Mortgage in the Community before submitting any portion of the Additional Property to this Declaration.

(d) If any Additional Property is added to the Community, all taxes and other assessments relating to such property which are then due and payable shall be paid by Declarant. All initial improvements thereto shall be at least equal in quality of construction to the initial improvements to the Property.

#### 4. The Association.

(a) The business affairs of the Condominium shall be managed by the Association. The Association shall have all of the powers, authority and duties permitted under the Act which are necessary and proper to manage the business and affairs of the Condominium, and shall be governed by its By-laws; provided, however, that Declarant reserves to itself the powers to appoint and remove officers and members of the Executive Board as set forth in Colo. Rev. Stat. § 38-33.3-303(5).

(b) The Association shall provide prompt written notice (in the form of individual notices delivered to each Unit Owner, if required by the Bylaws of the Association or the Acts, or in such other form as may be reasonably determined by the officers of the Association) of all matters which affect the Condominium in any material way.

(c) Each Owner shall have one vote in the Association for each Unit he owns, except that the Owners of any Unit owned jointly or in common by more than one person shall collectively have one vote in the Association for that Unit.

(d) The Association shall have the right to assign its future income, including Common Expense assessments, for purposes relating to the business and affairs of the Condominium, but such right may be exercised only if, at a meeting called for the purpose of considering such assignment, the Unit Owners of Units to which at least 51% of the votes in the Association are allocated vote in favor of the proposed assignment, and even then only to the extent that the income of the Association proposed to be assigned is not needed for payment of known expenses or to fund necessary reserve accounts.

(e) The Association shall have the right to enter upon any Unit (including any limited common elements) to effect emergency repairs and, in accordance with the Bylaws, to effect other repairs, replacement or maintenance that the Association deems necessary.

(f) The Association shall have the right, in accordance with the Bylaws, to take any action in regard to the common elements which is reasonably necessary to the development and continuing operation of the Community.

(g) The Association and any aggrieved Unit Owner shall have a right of action against any Unit Owner who fails to comply with the provisions of this Declaration, the Bylaws or any determination or order of the Association made in accordance with the Bylaws. Each Unit Owner shall have a similar right to act against the Association in the event that it fails to comply with the provisions of this Declaration, the Bylaws or any other governing document.

## 5. Units.

(a) There are six Units in Building No. 7 of the Condominium, as identified on the Condominium Map (the "Map") recorded January 11, 1996, in Book 125 commencing at Page 83 of the real property records of Arapahoe County, Colorado (the "Real Property Records") and listed on Exhibit C attached hereto; provided, however, that if any portion of

the Additional Property is submitted to this Declaration as described in paragraph 3 above, the number and identification of additional Units located thereon not exceeding in any event a total of 58 Units, shall be set forth in the supplemental declaration.

(b): Each Unit has been allocated an 16.67% undivided interest in the Common Elements, which is 100% divided by the number of Units in the Condominium. If additional Units on the Additional Property are added to the Condominium by supplemental declaration as provided in paragraph 3 above, the undivided interest of each Unit in the Common Elements shall be revised, on the same basis, to the figure set forth in the supplemental declaration.

(c) Each deed, lease, mortgage or other instrument transferring or otherwise affecting title to any Unit shall legally describe such Unit as follows:

Building \_\_, Unit \_\_, CEDAR COVE SUBDIVISION FILING NO. \_\_, according to the Condominium Map recorded on \_\_\_\_\_ in Plat Book \_\_ at Pages \_\_\_\_\_ of the real property records of Arapahoe County, Colorado.

Such a reference includes membership in the Association and the undivided interest of the designated Unit in the Common Elements described in subparagraph (b) above. Any purported conveyance, encumbrance, judicial sale or other voluntary or involuntary transfer of membership in the Association or of an undivided interest in the Common Elements independent of the Unit to which such membership and interest is allocated is void.

(d) Each Unit shall be a legally distinct parcel separately assessed for the purpose of ad valorem and other real property taxation, and the County Assessor of Arapahoe County is hereby directed to assess each Unit separately for that purpose.

(e) The boundaries of each Unit are shown on the Map, and shall include the walls, floors and ceilings, any garage or carport attached to the Unit, the heating and hot water apparatus exclusively serving the Unit, and any air conditioning apparatus exclusively serving the Unit, whether or not located within the physical boundaries of the Unit. The Unit Owner shall be responsible for the cost of maintaining all facilities and equipment which supply utilities to the Unit exclusively (including without limitation fixtures such as plumbing, heating units, water heaters and air conditioning ducts), and all such maintenance shall be performed so as necessary, and in the manner necessary, to avoid damage to other Units or any Common Elements.

(f) There shall be appurtenant to each Unit a perpetual right and easement for ingress and egress over the Common Elements to and from such Unit.

(g) In the event any portion of the Common Elements encroaches upon any Unit, or any Unit encroaches upon the Common Elements or another Unit as a result of the construction, reconstruction, repair, shifting, settlement, or movement of any portion of any improvements, and provided that such encroachment does not materially interfere with the use and enjoyment of any affected Unit or Common Elements, there shall be an easement for the existence and maintenance of the encroachment for so long as the encroachment exists. In no event shall any such easement exist, however, for any encroachment existing due to the willful conduct of any Owner or tenant of a Unit.

(h) No Unit may be partitioned or subdivided into two or more Units without the approval of two-thirds of the first Mortgagees and Owners (other than Declarant).

(i) There shall be no right of first refusal or any similar restriction on the conveyance of any Unit. A Unit may be leased, provided that (i) each such lease shall be in writing and for an initial term of at least six months, and (ii) the Unit Owner shall promptly provide to the Association a copy of the executed lease accompanied by a written certification that the tenant has received a copy of this Declaration.

#### 6. Limited Common Elements.

(a) The "Limited Common Elements" are those portions of the Common Elements which are designated in this Declaration, on the Map or in Colo. Rev. Stat. §§ 38-33.3-202(1)(b) and -(d) for the exclusive use of one or more but fewer than all of the Units. The following items, structures or equipment are hereby designated as Limited Common Elements:

(i) water, gas, electric, sewer and other utilities serving each building in which Units are located, which shall be Limited Common Elements allocated to each Unit located in such building on some equitable basis (provided, however, that each Owner shall be solely responsible for payment of all charges for use of utilities provided to a Unit);

(ii) building interior walls, exterior walls and partitions between Units;

iii) balconies, porches, patios and courtyards accessible from particular Units;

(iv) building crawl spaces and attics;

(v) ventilation and exhaust flues;

(vi) doors leading from Units to balconies, including frames, sills and hardware; and

(vii) doors leading from Units to exterior patios which are Common Elements.

These Limited Common Elements may not be divested from any Unit Owner without the consent of such Unit Owner.

(b) Some Common Elements may be identified on the Map as "Common Elements which may be allocated as Limited Common Elements." Declarant reserves the right to allocate specified portions of these Common Elements as Limited Common Elements for the exclusive use of the Owners of Units to which these specified areas shall become appurtenant, including Units owned by Declarant. Declarant may assign such Common Elements as Limited Common Element (i) in the deed to the Unit to which such Limited Common Element shall be appurtenant, (ii) by making such an allocation in a separate recorded instrument, or (iii) by recording an appropriate amendment or supplement to this Declaration. Subsequent to the Declarant Control Period, Declarant's right of allocation under this subparagraph (b) shall pass from the Declarant to the Executive Board.

(c) The Executive Board may from time to time designate portions of the Common Elements for use by less than all of the Owners, or by non-Owners for specified periods of time, or by only those persons paying fees or satisfying other reasonable conditions for use as may be established by the Executive Board. Any such designation by the Executive Board shall not be a sale or disposition of such portions of the Common Elements.

(d) The Owner of each Unit shall be responsible for the maintenance of any Limited Common Elements appurtenant to his Unit, except those which are located in areas maintained by the Association, such as parking areas. Any Common Expense associated with maintenance, repair or replacement of a Limited Common Element assigned to more than one Unit shall be assessed equally against the Units to which the Limited Common Element is assigned.



7. Common Expense Assessments.

(a) The Association, through its Executive Board, may levy Common Expense Assessments against the Units for the purpose of promoting the health, safety and welfare of the residents of the Condominium, including without limitation maintenance and insurance of Common Elements, maintaining an adequate reserve fund for the periodic maintenance, repair and replacement of Common Elements, and cooperating with the owners of Cedar Cove Condominiums on matters of mutual interest.

(b) Commencing on the first day of the month in which conveyance of the first Unit to a Unit Owner other than Declarant occurs, Common Expense Assessments shall be levied annually, based upon the Association's advance budget of its cash requirements for administration and performance of its duties during the assessment year.

(c) Common Expenses shall be assessed equally against all Units of similar type, and any differential assessments between Units of different types shall be made on an objectively equitable basis. Notwithstanding this basic allocation of Common Expenses, however, until at least one year after the first Unit in the Community is sold to an Owner other than Declarant, Declarant shall pay the amount of Common Expenses which is necessary to assure that Common Expense Assessments shall not exceed \$1104 per year against any Unit not owned by Declarant which is a townhome-style Unit and \$900 per year against any Unit not owned by Declarant which is a condominium-style Unit.

(d) Common Expense Assessments shall be collected annually or in more frequent installments, as determined by the Executive Board. Any assessment, charge or fee provided for in this Declaration, or any monthly or other installment which is not fully paid within ten days after the due date shall bear interest at the rate determined by the Executive Board from time to time, and the Association may assess a late charge thereon.

(e) Declarant shall require the first Owner of each Unit (other than Declarant) to make a non-refundable payment to the Association in an amount equal to one-sixth of the annual Common Expense Assessment against that Unit in effect on the date of such Owner's acquisition of title to his Unit. All such payments shall be held by the Association, without interest, as a working fund for the use and benefit of the Association (the "Working Fund"). Payments by an Owner to the Working Fund pursuant to this subparagraph (e) shall not relieve such Owner from the obligation to make regular payments of Common Expense Assessments as they

become due. Upon the transfer of his Unit, an Owner shall be entitled to a credit from his transferee equal to the Unit's proportionate share of the balance of the Working Fund at the time of the transfer.

(f) Declarant, for each Unit, hereby covenants and agrees, and each Unit Owner by acceptance of a deed therefor shall be deemed to covenant and agree (whether or not so expressed in such deed), to pay to the Association annual Common Expense Assessments. Such assessments, including fees, late charges, attorney fees, fines, interest and other charges, shall be the personal obligation of the Unit Owner at the time when the assessment or other charges became due. The personal obligation to pay any past-due amounts owed to the Association shall not pass to any successor in title of such Unit Owner unless expressly assumed by such successor.

(g) The Common Expense Assessments of the Association shall be a continuing lien upon the Unit against which each such assessment is made (an "Assessment Lien"). An Assessment Lien shall be prior to all other liens and encumbrances against a Unit except the following ("Priority Liens"): (i) liens and encumbrances recorded prior to the recording of this Declaration, (ii) a first lien Security Interest in the Unit recorded before the date on which the Common Expense Assessment sought to be enforced became delinquent, and (iii) liens for real estate taxes and other governmental assessments or charges against the Unit. Sale or transfer of a Unit pursuant to foreclosure of any Priority Lien, or proceeding or deed in lieu of foreclosure or cancellation or forfeiture, shall extinguish the Assessment Lien for Common Expense Assessments which became payable prior to such sale or transfer, but shall not relieve any Unit from continuing liability for Common Expense Assessments thereafter becoming due, nor from the lien thereof.

(h) The existence of an Assessment Lien shall not preclude the Association from commencing any action to recover delinquent assessments or from accepting a deed in lieu of foreclosure of the Assessment Lien. 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, without foreclosing, or in any way waiving, the Assessment Lien. The Association may also proceed to foreclose its lien against such Owner's Unit at the same time or subsequently.

3. Special Declarant Rights. Declarant hereby reserves the following Development Rights and other Special Declarant Rights [including the right to transfer such

rights in accordance with the provisions of C.R.S. § 33-33.3-304 (1973, as amended)] for the maximum time permitted by the Act, unless sooner relinquished by a recorded instrument signed by Declarant: (i) ~~the right to complete~~ or make improvements indicated on the Map; (ii) ~~the right to maintain a sales/management office in a Unit or on the Common Elements~~ and to maintain up to four model Units; (iii) ~~the right to maintain signs on the Common Elements~~ advertising the Condominium; (iv) the right to use, and to permit others to use, easements through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations under this Declaration or the Act or of exercising the special rights reserved to Declarant herein; and (v) the right to appoint or remove any officer of the Association or any Director during the period of Declarant control consistent with the Act. In any event, however, such reservation of rights shall terminate five years after the first transfer of a Unit to an Owner other than Declarant or 120 days after at least 75% of the Units have been conveyed to Owners other than Declarant, whichever is earlier.

#### 9. Use Restrictions.

(a) The Units shall be used exclusively for residential purposes. Units may be leased in writing, but only for residential purposes. All provisions of this Declaration, and any rules, regulations or use restrictions promulgated by the Association hereunder to regulate the conduct of Owners and which provide for sanctions against Owners shall also apply to tenants and other occupants of any Unit.

(b) Without the prior written approval of the Executive Board, which may be withheld for any reason, no owner or occupant of any Unit shall: (i) make any structural alterations to his Unit or to the building in which his Unit is located, (ii) make any alteration in the water, gas or steam pipes, electric conduits, plumbing or other fixtures serving either, or (iii) make any changes or alterations of any type or kind to the exterior surfaces of the doors or windows of his Unit or to any Common Elements (including, without limitation, the exterior portions of his Unit).

(c) No sign of any kind shall be erected by an Owner (other than Declarant) on the Property without the written consent of the Association.

(d) No animals, livestock or poultry of any kind may be raised, bred, kept or permitted in any Unit, with the exception of dogs, cats and other usual and common household pets in a reasonable number, as determined by the

Association; however, those pets which are maintained for any commercial purpose, permitted to roam free, or, in the judgment of the Association, endanger health, make objectionable noise, or constitute a nuisance or inconvenience to Owners or occupants of other Units may be removed by the Association at the expense of the Owner of the Unit concerned.

(e) It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on or about such Owner's Unit. No Unit (including any patio or balcony which is a Limited Common Element) shall be used, in whole or in part, for the storage of any property or thing which will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept at any Unit that might emit foul or obnoxious odors or cause any unreasonable noise or other condition which might disturb the peace of the occupants of other Units. No activity shall be carried on at any Unit which might constitute a nuisance to adjoining Units. There shall not be maintained at any Unit any plants or animals or device or thing of any sort which is noxious, uncommonly dangerous, unsightly or unpleasant to the occupants of the Condominium.

(f) No exterior television or radio antennae or any kind shall be placed, allowed or maintained at any Unit without the prior written consent of the Association.

(g) The Association may from time to time, in accordance with the Bylaws, promulgate additional restrictions, rules or regulations which shall apply to the Property and shall be binding upon all Owners as though fully set forth herein.

#### 10. Insurance.

(a) The Association shall obtain insurance for all insurable improvements on the Common Elements (including Limited Common Elements), on all buildings comprising the Units and on all fixtures, equipment or other property within the Units which are to be financed by a mortgage to be purchased by the Federal Home Loan Mortgage Corporation ("FHLMC") or the Federal National Mortgage Association ("FNMA") (regardless of whether or not such property is a part of the Common Elements). This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Association shall

also obtain comprehensive general liability insurance applicable to all of the Common Elements, all commercial space owned and leased by the Association, and all public ways of the Community, with reasonable limits from time to time, covering the Association and all Owners for all damage and injury caused by the negligence of the Association or any of its members or agents; directors' and officers' liability insurance, if reasonably available; and all other insurance coverage required by law. Premiums for all such insurance shall be common expenses of the Association. All such insurance coverage shall be written in the name of the Association as trustee for the Owners and their Mortgagees, as their interests may appear. All policies shall be written with companies licensed to do business in Colorado and holding a rating of XI or better in the Financial Category as established by A.M. Best Company, Inc., if available, or the most nearly equivalent rating.

(b) In no event shall the Association's insurance coverage be brought into contribution with insurance purchased by individual Owners, occupants or their Mortgagees, and the insurance carried by the Association shall be primary. All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement, if these are reasonably available, and all insurance policies shall be reviewed annually by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the metropolitan area in which the Property is located.

(c) The Association shall make every reasonable effort to secure insurance policies that will provide the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association, its Board of Directors, its manager, the Owners and their respective tenants, servants, agents and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) that no policy may be canceled, invalidated or suspended on account of any or more individual Owners;

(iv) that no policy may be canceled, invalidated or suspended on account of any defect or the conduct of any director, officer or employee of the Association or any duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a

reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owner's policies from consideration; and

(vi) that no policy may be canceled or substantially modified without at least ten days' prior written notice to the Association.

(d) In addition to the other insurance required by this paragraph, the Association shall obtain worker's compensation insurance, if and to the extent necessary, to satisfy the requirements of applicable laws, and a fidelity bond or bonds in an appropriate amount on all persons handling or responsible for the Association's funds. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled or substantially modified without at least ten days' prior written notice to the Association. The Association shall also obtain construction code endorsements, steam boiler coverage and flood insurance, if and to the extent necessary to satisfy the requirements of FNMA or FHLMC.

(e) The Association (with power of substitution) is hereby designated and appointed by each Unit Owner as attorney-in-fact for the purpose of purchasing and maintaining all insurance required under this paragraph, including collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary or appropriate to accomplish such purpose.

#### **11. Casualty.**

(a) Immediately after the occurrence of any fire or other casualty to any insured improvements to the Condominium, the Association shall proceed to file and adjust all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property to substantially the same condition as existed prior to the casualty. Any Mortgagee having an interest in a casualty may participate in adjustment and settlement negotiations, if any, related thereto. The Association shall hold all insurance proceeds in trust for the Unit Owners and first Mortgagees, as their interests may appear.

(b) Subject to the requirements of C.R.S. § 38-33.1-313 (1973, as amended), any damage or destruction to a building comprising Units shall be repaired unless all the Owners of the Units in such building agree otherwise, and any damage or destruction to Common Elements shall be repaired unless, within 60 days after the casualty, Declarant (so long as Declarant owns any Unit) and at least 75% of the other Owners disapprove such action by vote or in writing. If for any reason either the amount of the insurance proceeds to be paid as a result of such casualty, or reliable and detailed estimates of the cost of repair, or both, are not made available to the Association within such period, then the period shall be extended for up to 60 days until the information is available. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired. In the event that the Association determines, in the manner described above, that damage or destruction will not be repaired and no alternative improvements are authorized, the affected property will be restored to its natural state and maintained by the Association in a neat and attractive condition.

(c) As used in this paragraph 11, repair means restoring all improvements to substantially their condition prior to the damage, with each Unit, the General Common Elements and the Limited Common Elements having substantially the same vertical and horizontal boundaries as before the damage. The approval of an Eligible Holder Majority (as defined in subparagraph 14(c) below) shall be required if the Association proposes to restore or repair any such casualty damage otherwise than substantially in accordance with the original plans and specifications for the affected improvements, or if the Association proposes to reallocate interests in the Common Elements among the Units as a result of any plan for repair or restoration.

(d) If the damage or destruction for which the insurance proceeds are paid is to be repaired and such proceeds are not sufficient to pay the cost of repair in full, the Association shall, without the necessity of a vote by its members, levy a special assessment against all the Units (in the case of casualty to Common Elements) or a specific assessment against the Owners of the building or buildings which include the damaged Units. Additional assessments may be made in like manner at any time during or following the completion of the repair work. If the funds available from insurance exceed the costs of repair, or if the insured improvements are not repaired, the excess shall be deposited to the benefit of the Association or the affected Owners and Mortgagees, as their interests may appear.



## 12. Condemnation.

(a) The Association shall give timely written notice to each first Mortgagee of the commencement of any condemnation or eminent domain proceedings and shall notify the first Mortgagees in the event that all or part of the Common Elements are taken as the result of any such proceedings. The Association (with power of substitution) is hereby designated and appointed by each Unit Owner as attorney-in-fact for the purpose of representing the Unit Owners in any such proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of any Common Elements by the condemning authority. Any award or proceeds of settlement shall be payable to the Association to be held in trust for the Unit Owners and the holders of their first Mortgages, as their interests may appear.

(b) If the entire Community is taken or condemned, or sold or otherwise disposed of in lieu of such taking, condominium ownership of the Property pursuant to this Declaration shall terminate. The condemnation award shall be apportioned among the Owners in proportion to their respective undivided interests in the Common Elements; provided, however, that if a standard different than the value of the Community as a whole is employed to measure the condemnation award in the negotiation, judicial decree or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

(c) If less than the entire Community is taken or condemned, or sold or otherwise disposed of in lieu of such taking, the condominium ownership of the Property pursuant to this Declaration shall not terminate. Each Owner shall be entitled to a share of the condemnation award, determined by the Association reasonably, promptly and in good faith, in accordance with this subparagraph (b). The net condemnation award shall be divided into three categories: compensation, damages and other proceeds. Unless another allocation is already established in negotiation, judicial decree or otherwise, the total amount allocated to taking of or injury to the General Common Elements shall be apportioned among the Owners in proportion to their respective undivided interests therein; the total amount allocated to severance damages shall be apportioned to those Units which were not taken or condemned; and any amounts allocated to the taking of or injury to particular Units (including Limited Common Elements appurtenant thereto) shall be distributed to the Owner of the particular Units involved. Any amount allocated to consequential damages and



any other takings or injuries shall be apportioned as the Association shall determine to be reasonable under the circumstances. Any distribution of condemnation proceeds by the Association shall be made by checks payable jointly to the Owners and their first Mortgagees.

(d): If condemnation by any governmental authority results in the taking of any building containing Units, the Owners of the Units in the affected building shall, in cooperation with the Association, decide how the building shall be reconstructed and how the cost of such reconstruction shall be allocated among them. Such Owners may petition the court in the condemnation proceeding for a separate award to cover the cost of reconstruction. The approval of an Eligible Holder Majority (as defined in subparagraph 14(c) below) shall be required if the Association proposes to restore or repair any such condemnation damage otherwise than substantially in accordance with the original plans and specifications for the affected improvements, or if the Association proposes to reallocate interests in the Common Elements among the Units as a result of any plan for repair or restoration.

(e) In the event a partial taking results in the taking of one or more complete Units, the Owner or Owners of such Units shall automatically cease to be members of the Association, and such Owners' interests in the Common Elements shall thereupon terminate. Thereafter, the Association shall recalculate each remaining Unit's undivided interest in the Common Elements and submit such reallocation to the Owners of the remaining Units to be incorporated into an amendment to this Declaration in accordance with the provisions of paragraph 15 below.

### 13. Obsolescence.

(a) The Owners representing an aggregate ownership interest of at least 85% in the Common Elements may agree that the Units are obsolete and should be sold in accordance with a plan approved by all first Mortgagees. In that event, the Association shall record a notice of such agreement in the Real Property Records, and thereafter the Association shall, as attorney-in-fact for all of the Owners, sell the entire Community free and clear of this Declaration, the Map, and all other rights and interests of the Owners and the Association. The proceeds of such sale shall be apportioned among the Owners based on their respective undivided interests in the Common Elements. The apportioned proceeds shall be paid into separate accounts in the name of the Association, identified by the designation of the Unit and the name of its Owner, and shall be disbursed by the Association in the following order (the

"Order of Priority"): (i) to pay the balance of the lien of any first Mortgage; (ii) to pay taxes and special assessments in favor of any assessing entity; (iii) to pay unpaid Common Expenses; (iv) to pay junior Mortgages and encumbrances in the order of and to the extent of their priority; and (v) the balance remaining, if any, shall be paid to the Owner of the Unit.

(b) The Owners representing an aggregate ownership interest of at least 85% in the Common Elements may agree that the Units are obsolete and should be reconstructed in accordance with a plan approved by all first Mortgagees (the "Renewal Plan"). If a Renewal Plan is so agreed to and approved, the Association shall record notice of the plan in the Real Property Records. Any Owner who is not a party to the Renewal Plan may, not later than 15 days after the adoption of such plan (the "Tender Deadline"), notify the Association in writing that he will tender his Unit for sale to the Association for its fair market value if the Renewal Plan is continued. The Association may, within 15 days after the Tender Deadline, withdraw the Renewal Plan.

(c) If the Renewal Plan is not withdrawn by the Association as provided above, the Association shall purchase the Unit of any Owner who timely submitted a written notice of tender, and the proceeds of such sale shall be paid in the Order of Priority. If an Owner and the Association can agree on the fair market value of the Unit involved, then such sale shall be consummated within 30 days after such agreement. If such parties are unable to agree, each party shall name a qualified appraiser who shall together name a third appraiser. The panel of three appraisers shall, by majority determination, establish the fair market value of the Unit as promptly as possible, and the sale of the Unit shall be consummated within 30 days after the date of such determination. The expenses and fees of the three appraisers shall be shared equally by the Association and the Owner involved.

#### 14. Mortgage Provisions.

(a) Any institutional holder, insurer or guarantor of a first Mortgage which submits to the Association a written request stating its name and address and the address of an encumbered Unit (an "Eligible Holder") shall be entitled to timely written notice of:

(i) any amendment of the Map or this Declaration effecting any change in (A) the boundaries of any Unit or the exclusive easement rights appurtenant thereto, (B) the interests in any Common Elements appurtenant to any Unit or the liability for Common Expenses

appurtenant thereto, (C) the number of votes in the Association appurtenant to any Unit, or (D) the purposes to which any Unit or the Common Elements are restricted;

(ii) any termination of the condominium regime of the Community;

(iii) any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects the Unit encumbered by the first Mortgage held, insured, or guaranteed by the Eligible Holder;

(iv) any delinquency in the payment of assessments or charges assessed against the Unit encumbered by such first Mortgage, where such delinquency has continued for a period of 60 days or more;

(v) any lapse, cancellation or material modification of any insurance policy maintained by the Association; and

(vi) any proposed action which would require the consent of a specified percentage of Mortgage holders.

Any holder of a first Mortgage, whether or not an Eligible Holder, may obtain from the Association upon request a written notice of any default in the payment or performance of any obligation assessed against or imposed upon an encumbered Unit which is not cured within 60 days.

(b) So long as required by FELMC, the following provisions shall apply in addition to the foregoing. Unless two-thirds of the first Mortgagees and Owners (other than Declarant) give their consent, the Association shall not:

(i) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any Common Elements (the granting of easements for public utilities or similar purposes consistent with the intended use of such property shall not be deemed a transfer within the meaning of this clause);

(ii) change the method of determining the obligations, assessments, dues or other charges which may be levied against any Unit;

iii) by act or omission change, waive or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of the Condominium (the issuance and amendment of architectural standards,

procedures, rules and regulations or use restrictions shall not constitute a change, waiver or abandonment within the meaning of this clause/:

(iv) fail to maintain fire and extended coverage insurance as required by this Declaration; or

(v) use hazard insurance proceeds from damage to any Common Elements for any purpose other than the repair, replacement or reconstruction of the property insured.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Elements and may pay overdue premiums on casualty insurance policies, or secure new casualty insurance coverage upon the lapse of an Association policy, and the first Mortgagee or Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

(c) Any election to terminate the condominium regime after substantial destruction or a substantial taking in condemnation of Units or Common Elements shall require the approval of Eligible Holders of first Mortgages encumbering Units to which at least 51% of the votes of Units subject to Mortgages held by all Eligible Holders are allocated (an "Eligible Holder Majority").

(d) No provision of this Declaration gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of any Common Elements.

(d) Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering the Owner's Unit.

#### 15. Amendment.

(a) This Declaration may be amended unilaterally by Declarant at any time and from time to time (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict herewith, (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Unit, (iii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, such as FHLMC or

FNMA, to enable such lender or purchaser to make or purchase mortgage loans secured by the Units, or (iv) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans secured by the Units; provided, however, that in no event shall any such amendment adversely affect the title to any Owner's Unit without the consent of such Owner.

(b) Except as provided in paragraph 14 above or in subparagraphs (c) and (d) below, this Declaration may also be amended with the affirmative vote or written consent of Declarant (so long as Declarant owns any Unit) and at least 51% of the other members of the Association.

(c) Any action or amendment to this Declaration which would result in termination of the condominium regime of the Community shall require the affirmative vote or written consent of Owners of Units to which at least 67% of the votes in the Association are allocated and of the Eligible Holders of first Mortgages on Units to which at least 67% of the votes of Units subject to a Mortgage appertain.

(d) The affirmative vote or written consent of Owners of Units to which at least 67% of the votes in the Association are allocated and of an Eligible Holder Majority shall be required to amend any provisions included in this Declaration or the Bylaws which are for the express benefit of holders or insurers of first Mortgages on Units in the Community, or to add or materially amend any provisions of this Declaration or the Bylaws which establish, provide for, govern or regulate any of the following: (i) voting; (ii) assessments, assessment liens or subordination of such liens; (iii) reserves for maintenance, repair and replacement of Common Elements; (iv) insurance or fidelity bonds; (v) rights to use of the Common Elements; (vi) responsibility for maintenance and repair of the several portions of the Community; (vii) expansion or contraction of the Community, or the addition, annexation or withdrawal of property to or from the Community (other than as provided in this Declaration); (viii) boundaries of any Unit; (ix) the undivided interests in Common Elements; (x) convertibility of Units into Common Elements, or of Common Elements into Units; (xi) leasing of Units; (xii) imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit; and (xiii) establishment of self-management by the Association where professional management has been required by FNMA, FHLMC or any similar agency.

(e) All Mortgages of record which are subordinate to this Declaration, by reason of recording order, voluntary subordination or otherwise, shall also be subordinate to any

amendment of this Declaration made in accordance with the provisions of this paragraph 15.

(f) Amendments to this Declaration shall become effective upon recordation in the Real Property Records, unless a later effective date is specified therein.

**16. Miscellaneous Provisions.**

(a) Each Owner and every occupant of a Unit shall comply strictly with the rules, regulations and use restrictions of the Association as they may be lawfully amended or modified from time to time, and with the covenants, conditions and restrictions set forth in this Declaration and in the deed to such Owner's Unit, if any. The Association may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure of an Owner or occupant to so comply shall be grounds for an action to recover sums due as damages or injunctive relief, or both, by the Association or, in a proper case, by an aggrieved Owner. Failure of the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

(b) In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Unit to abate or remove, using such force as may be reasonably necessary, any thing or condition which violates this Declaration or any rules or regulations promulgated by the Association hereunder. Unless an emergency situation exists, the Association shall give the violating Owner ten days' prior written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney fees actually incurred, shall be assessed against the Unit concerned and shall be collected as provided for herein for the collection of Assessments.

(c) The provisions of this Declaration shall run with and bind the land and shall remain in effect perpetually.

(d) There shall be no partition of any Common Elements, and no Owner shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners and all Mortgagees having an interest in any Unit.

(e) The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and the feminine.

(f) Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

(g) Paragraph captions have been used herein only for convenience, and shall have no effect in the construction or application of the text to which they refer.

(h) If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now-living descendants of Elizabeth, Queen of England.

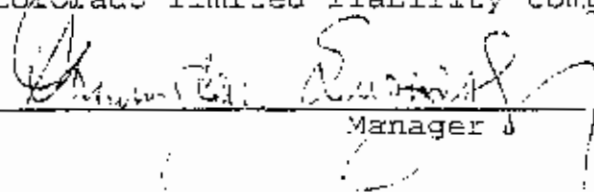
(i) This Declaration, the Bylaws, copies of rules and use restrictions and the membership roster, minutes, books of account, and the most recent annual audited financial statement of the Association shall be available for inspection and copying (at the expense of the inspecting party) by any Owner or prospective Owner (or his duly appointed representative) and by holders, insurers or guarantors of any existing or prospective first Mortgage at designated times during business hours for any legitimate purpose, at the office of the Association or at such other reasonable place that the Association may designate. An audit of the accounts of the Association shall be conducted annually in accordance with the Bylaws.

(j) In the event an Owner sells or leases a Unit, such Owner shall notify the Association in writing of the name of the purchaser or lessee and such other information as the Association may reasonably require.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date set forth above.

ENVIRO-TECH HOME ASSOCIATES L.L.C.,  
a Colorado limited liability company

By

  
Manager

STATE OF COLORADO )

COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of January, 1996, by Domènec L. Llorens as Manager of Enviro-Tech Home Associates, L.L.C., a Colorado limited liability Company.

Witness my hand and official seal.

My commission expires: 28.2.96.



Frederick R. Benvenuto  
Notary Public

CERTIFICATE OF COMPLETION

The undersigned hereby certifies that all structural components of all buildings on the Property which contain Units are substantially completed as of the date of this certification.

DATED the 30<sup>th</sup> day of JANUARY, 1996.

WW CONSTRUCTION MANAGEMENT, INC.  
a Colorado corporation

By [Signature]



CONSENT OF LIENSOLDER

The Women's Bank, N.A., a national banking association, being the beneficiary of a deed of trust encumbering the Property dated September 15, 1995 and recorded September 29, 1995 in Book 8125 commencing at Page 20 of the real property records of Arapahoe County, Colorado, hereby consents to the foregoing Declaration of Covenants and agrees that no foreclosure of such deed of trust shall eliminate, impair or otherwise affect such Declaration of Covenants in any way, nor shall it eliminate, impair or otherwise affect any condominium map or plat which has been previously approved and recorded in regard to the Property.

THE WOMEN'S BANK, N.A.,  
a national banking association

By *Joe Garrett, V.P.*

STATE OF COLORADO                    )  
  )  
CITY AND COUNTY OF DENVER        )

The foregoing instrument was acknowledged before me the \_\_\_\_\_ day of January, 1996, by *Joe Garrett* as *Vice Pres* of The Women's Bank, N.A., a national banking association.

Witness my hand and official seal.

My commission expires: *12-18-98*.

*William J. Sanchez*  
Notary Public

[S E A L]

EXHIBIT A

All of Lot 1, Block 1,  
CEDAR COVE SUBDIVISION FILING NO. 3,  
except Building No. 3, Building No. 4,  
Building No. 5 and Building No. 6

009449

EXHIBIT B

1. Reservations made by the Union Pacific Railway Company in Deed recorded October 12, 1982 in Book 747 at Page 375, as modified by instrument recorded May 4, 1967 in Book 1707 at Page 199.
2. Terms, conditions, provisions, agreements, assessments and obligations specified under Ordinance No. 81-54 creating Multiple-Purpose Improvement District No. 2-78 recorded June 30, 1981 in Book 3441 at Page 412.
3. Covenant relating to the overflight of aircraft as contained in instrument recorded July 18, 1983 in Book 3916 at Page 656.
4. Reservation as to all rights to any tributary and/or non-tributary ground water in any and all aquifers beneath the subject property as contained in Deed recorded May 15, 1985 in Book 4440 at Page 717.
5. An easement for utilities and incidental purposes granted to Public Service Company of Colorado by the instrument recorded August 15, 1983 in Book 3941 at Page 654.
6. An easement for utilities and incidental purposes granted to Public Service Company of Colorado by the instrument recorded August 23, 1983 in Book 3948 at Page 714.
7. An easement for utilities and incidental purposes granted to Public Service Company of Colorado by the instrument recorded February 8, 1984 in Book 4082 at Page 663.
8. An easement for utilities and incidental purposes granted to City of Aurora by the instrument recorded September 10, 1986 in Book 4281 at Page 159.
9. An easement for utilities and incidental purposes granted to City of Aurora by the instrument recorded November 11, 1986 in Book 4948 at Page 602.
10. An easement for utilities and incidental purposes granted to Public Service Company of Colorado by the instrument recorded September 11, 1989 in Book 5769 at Page 727.
11. Easements for Fire Lanes, Private Drives and Utilities affecting common areas, as set forth on the Plat of Cedar Cove II Condominiums.

12. Right of way for ingress and egress for service and emergency vehicles is granted over, across, on and through all private roads and ways now or hereafter established as fire lanes and emergency and service vehicle roads and shall be posted "No Parking - Fire Lane" as substantially set forth on the Plat of Cedar Cove Subdivision Filing No. 1.

13. Easements for utilities, drainage and other incidental purposes which affect only the common area as substantially set forth on the Plat of Cedar Cove Subdivision Filing No. 1.

EXHIBIT C

Building 7, Unit 101	12439 E. Tennessee Drive
Building 7, Unit 102	12449 E. Tennessee Drive
Building 7, Unit 103	12459 E. Tennessee Drive
Building 7, Unit 104	12469 E. Tennessee Drive
Building 7, Unit 105	12479 E. Tennessee Drive
Building 7, Unit 106	12489 E. Tennessee Drive

FIRST AMENDMENT TO  
CONDOMINIUM DECLARATION  
FOR  
CEDAR COVE II CONDOMINIUMS

A6036294  
3/26/96 16:25  
PG: 0001-005  
26.00 DOC FEE: 0.00  
DONETTA DAVIDSON  
ARAPAHOE COUNTY

THIS AMENDMENT is made as of the 26<sup>th</sup> day of MARCH, 1996, by ENVIRO-TECH HOME ASSOCIATES, L.L.C., a Colorado limited liability company whose address is 8401 E. Belleview Avenue, Suite 250, Denver, Colorado 80237 ("Declarant").

1. Purpose of Amendment. Declarant previously executed a certain Condominium Declaration dated January 30, 1996, and recorded January 30, 1996, under Reception No. A6011418 in the real property records of Arapahoe County, Colorado (the "Declaration") relating to a condominium community known as Cedar Cove II Condominiums (the "Community"). Declarant has executed this Amendment pursuant to subsection 15(a) of the Declaration in order to bring certain provisions of the Declaration into compliance with applicable statutes which may be in conflict with the Declaration, and to enable the Veterans' Administration to insure mortgage loans secured by Units. Unless otherwise indicated, capitalized terms used herein shall have the meanings set forth in the Declaration.

2. Amendment Regarding Limited Common Elements. Subsection 6(b) of the Declaration is hereby amended in its entirety as follows:

"(b) Some Common Elements may be identified on the Map as "Common Elements which may be allocated as Limited Common Elements." Declarant reserves the right to allocate specified portions of these Common Elements as Limited Common Elements for the exclusive use of the Owners of Units to which these specified areas shall become appurtenant, including Units owned by Declarant. Declarant may assign such Common Elements as Limited Common Elements only by recording an appropriate amendment or supplement to this Declaration in the real property records of Arapahoe County, Colorado."

3. Amendments Regarding Common Expense Assessments. Subsections 7(b) and 7(c) of the Declaration are hereby amended in their entirety as follows:

"(b) Commencing on the first day of the month in which conveyance of the first Unit to a Unit Owner other than Declarant occurs, Common Expense Assessments shall be levied annually, based upon the Association's advance budget of its cash requirements for administration and performance of its duties during the assessment year. Declarant shall be solely responsible for payment of all costs to construct the

Community and all other expenses relating to the Community which accrue prior to the first day of the month in which conveyance of the first Unit to a Unit Owner other than Declarant occurs."

"(c) The Community consists of Units of different sizes and two different design types--"condominium-style" Units containing less than 1350 square feet of space, and "townhome-style Units" containing 1350 square feet of space or more. Common Expenses shall be assessed equally against all Units of similar type so that 45% of the Common Expenses the condominium-style Units and 55% of the Common Expenses are allocated to the larger townhome-style Units. Notwithstanding this basic allocation of Common Expenses, however, until at least one year after the first Unit in the Community is sold to an Owner other than Declarant, Declarant shall pay the amount of Common Expenses which is necessary to assure that Common Expense Assessments shall not exceed \$1104 per year against any Unit not owned by Declarant which is a townhome-style Unit and \$900 per year against any Unit not owned by Declarant which is a condominium-style Unit."

4. Modification of Provision Regarding Amendment. Subsection 15(b) of the Declaration is hereby amended in its entirety as follows:

"(b) Except as provided in paragraph 14 above or in subparagraphs (c) and (d) below, this Declaration may only be amended with the affirmative vote or written consent of Owners of Units to which at least 67% of the votes in the Association are allocated."

5. Amendment Regarding Easement Rights. Subsection 5(f) of the Declaration is hereby amended in its entirety as follows:

"(f) There shall be appurtenant to each Unit a perpetual right and easement for ingress and egress over the Common Elements to and from such Unit, together with a perpetual right and easement to use and enjoy the Common Elements for the purposes for which they are intended and designed."

6. Amendment Regarding Formation of Association. Subsection 4(a) of the Declaration is hereby amended in its entirety as follows:

"(a) The business affairs of the Condominium shall be managed by the Association, which shall organized no later than the date the first Unit in the Condominium is conveyed to an Owner other than Declarant. The Association shall have all of the powers, authority and duties permitted under

the Act which are necessary and proper to manage the business and affairs of the Condominium, and shall be governed by its Bylaws; provided, however, that Declarant reserves to itself the powers to appoint and remove officers and members of the Executive Board as set forth in Colo. Rev. Stat. § 38-33.3-303(5)."

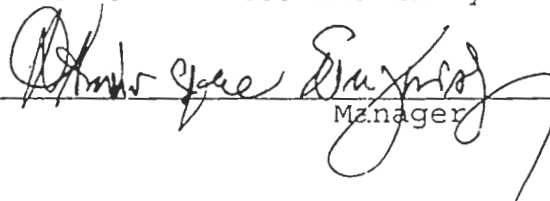
7. Amendment Regarding Association Budget. Section 7 of the Declaration is hereby amended by the addition of a new subsection 7(i) as follows:

"(i) Within 30 days after adoption of any proposed budget for the Community, the Executive Board shall send by ordinary first-class mail (or otherwise deliver) to all Unit Owners a summary of the proposed budget and shall set a date, not less than 14 nor more than 60 days after mailing or other delivery of the summary, for a meeting of the Unit Owners to consider ratification of the budget. Unless at that meeting a majority of all Unit Owners reject the budget, the budget is ratified and approved, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Unit Owners must be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board."

Except as so modified, the terms and provisions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the date set forth above.

ENVIRO-TECH HOME ASSOCIATES L.L.C.,  
a Colorado limited liability company

By   
Manager



STATE OF COLORADO     )  
                                      )  
COUNTY OF Denver     )

The foregoing instrument was acknowledged before me this 26<sup>th</sup>  
day of March, 1996, by Dominique J. Luzinski as Manager of Enviro-  
Tech Home Associates, L.L.C., a Colorado limited liability Company.

Witness my hand and official seal.

My commission expires: 03-24-2000.



Kristin R. Brantley  
Notary Public

SECOND AMENDMENT TO  
CONDOMINIUM DECLARATION  
FOR  
CEDAR COVE II CONDOMINIUMS

A6087987  
7/10/96 14:23:30  
PG: 0001-007  
36.00 DOC FEE: 0.00  
DONETTA DAVIDSON  
ARAPAHOE COUNTY

THIS AMENDMENT is made as of the 10<sup>th</sup> day of July, 1996, by ENVIRO-TECH HOME ASSOCIATES, L.L.C., a Colorado limited liability company whose address is 8401 E. Bellevue Avenue, Suite 250, Denver, Colorado 80237 ("Declarant").

1. Purpose of Amendment. Declarant previously executed a certain Condominium Declaration dated January 30, 1996, and recorded January 30, 1996, under Reception No. A6011418 in the real property records of Arapahoe County, Colorado and amended by First Amendment recorded March 26, 1996 under Reception No. A6036294 of such records (as so amended, the "Declaration") relating to a condominium community known as Cedar Cove II Condominiums (the "Community"). Declarant has executed this Amendment pursuant to subsection 15(a) of the Declaration in order to bring certain provisions of the Declaration into compliance with applicable statutes which may be in conflict with the Declaration, and to update the legal description of the Community in connection with issuance of title insurance on the Units, and to submit additional property to the Declaration. Unless otherwise indicated, capitalized terms used herein shall have the meanings set forth in the Declaration.

2. Modification of Community Legal Description. Exhibit A attached to the Declaration is hereby replaced in its entirety by Exhibit A attached hereto.

3. Submission of Additional Property. The plats of the Subdivisions (the "Subdivision Plats") have been modified by CEDAR COVE SUBDIVISION FILING NO. 3 CONDOMINIUM MAP recorded January 11, 1996, in Book 125 at Page 83 of the real property records of Arapahoe County, Colorado ("Filing #3 Condominium Map") and CEDAR COVE SUBDIVISION FILING NO. 2 CONDOMINIUM MAP recorded January 11, 1996, in Book 125 at Page 77 of such records ("Filing #2 Condominium Map"), and supplemented by a supplemental condominium map ("Supplemental Map") for CEDAR COVE II CONDOMINIUMS FILING NO. 1 recorded on July 10, 1996, under Reception No. A6087986 which supersedes Filing #2 Condominium Map as to Building No. 1 shown thereon ("Building No. 1"). Pursuant to subsection 3(b) of the Declaration, Declarant hereby submits to the Declaration the portion of the Additional Property more particularly described as follows (the "Filing No. 2 Property"):

All of CEDAR COVE SUBDIVISION FILING NO. 2,  
except Building No. 2 as shown on CEDAR COVE  
SUBDIVISION FILING NO. 2 CONDOMINIUM  
MAP recorded January 11, 1996, in Book 125 at  
Page 77 of the real property records of Arapahoe  
County, Colorado

There are 12 Units in Building No. 1 (the "Building 1 Units"), which is the only building which will be located on the Filing No. 2 Property until the pad for Building No. 2 is submitted to the Declaration. The Building 1 Units are identified on Exhibit B attached hereto. As a result of the addition of the Building 1 Units to the Community, each Unit in the Community shall hereafter include a 5.56% undivided interest in the Common Elements.

4. **Modification of Unit Legal Description.** Building No. 2 identified on the Filing #2 Condominium Map and Buildings No. 3, 4, 5 and 6 identified on the Filing #3 Condominium Map have not yet been submitted to the Declaration, but it is anticipated that a Supplemental Map for Building No. 7 will be recorded shortly and that a Supplemental Map for each additional Building will be recorded as the Building is submitted to the Declaration. Consequently, subsection 5(c) of the Declaration is hereby amended in its entirety as follows:

"(c) Each deed, lease, mortgage or other instrument transferring or otherwise affecting title to any Unit shall legally describe such Unit as follows:

Building \_\_, Unit \_\_, CEDAR COVE II CONDOMINIUMS FILING NO. \_\_, according to the Condominium Maps recorded on January 11, 1996 in Book 125 at Page \_\_ [RECORDING INFORMATION FOR EITHER THE FILING #2 CONDOMINIUM MAP OR FILING #3 CONDOMINIUM MAP] and on \_\_\_\_\_ in Plat Book \_\_ at Pages \_\_\_\_\_ [RECORDING INFORMATION FOR THE APPLICABLE SUPPLEMENTAL MAP] of the real property records of Arapahoe County, Colorado and the Condominium Declaration dated January 30, 1996, and recorded January 30, 1996, under Reception No. A6011418 in the real property records of Arapahoe County, Colorado (as subsequently amended).

Such a reference includes membership in the Association and the undivided interest of the designated Unit in the Common Elements described in subparagraph (b) above. Any purported conveyance, encumbrance, judicial sale or other voluntary or involuntary transfer of membership in the Association or of

an undivided interest in the Common Elements independent of the Unit to which such membership and interest is allocated is void."

5. **Amendment Regarding Priority of Liens.** Subsection 7(g) of the Declaration is hereby amended by inserting the clause "Except as otherwise provided by the Act," at the beginning of the third sentence thereof.

Except as so modified, the terms and provisions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the date set forth above.

ENVIRO-TECH HOME ASSOCIATES L.L.C.,  
a Colorado limited liability company

By

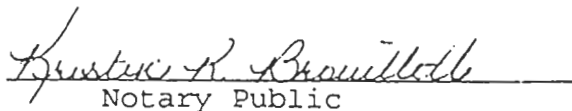
  
Manager

STATE OF COLORADO     )  
                                      )  
COUNTY OF Denver     )

The foregoing instrument was acknowledged before me this 9th day of July, 1996, by Dominick Luzinski as Manager of Enviro-Tech Home Associates, L.L.C., a Colorado limited liability Company.

Witness my hand and official seal.

My commission expires: 07.24.2000.

  
Notary Public

[S E A L]



EXHIBIT B

Building 1, Unit 101	12555 E. Tennessee Circle, Unit 101
Building 1, Unit 102	12555 E. Tennessee Circle, Unit 102
Building 1, Unit 103	12555 E. Tennessee Circle, Unit 103
Building 1, Unit 104	12555 E. Tennessee Circle, Unit 104
Building 1, Unit 201	12555 E. Tennessee Circle, Unit 201
Building 1, Unit 202	12555 E. Tennessee Circle, Unit 202
Building 1, Unit 203	12555 E. Tennessee Circle, Unit 203
Building 1, Unit 204	12555 E. Tennessee Circle, Unit 204
Building 1, Unit 301	12555 E. Tennessee Circle, Unit 301
Building 1, Unit 302	12555 E. Tennessee Circle, Unit 302
Building 1, Unit 303	12555 E. Tennessee Circle, Unit 303
Building 1, Unit 304	12555 E. Tennessee Circle, Unit 304

EXHIBIT A

All of CEDAR COVE SUBDIVISION FILING NO. 3,  
except Building No. 3, Building No. 4,  
Building No. 5 and Building No. 6, as shown on  
CEDAR COVE SUBDIVISION FILING NO. 3 CONDOMINIUM  
MAP recorded January 11, 1996, in Book 125 at  
Page 83 of the real property records of Arapahoe  
County, Colorado

CONSENT OF LIENHOLDER

The Women's Bank, N.A., a national banking association, being the beneficiary of a deed of trust encumbering the Property dated September 15, 1995 and recorded September 29, 1995 in Book 8125 commencing at Page 20 of the real property records of Arapahoe County, Colorado, hereby consents to the foregoing Amendment and agrees that no foreclosure of such deed of trust shall eliminate, impair or otherwise affect the Declaration, as amended, in any way, nor shall it eliminate, impair or otherwise affect any condominium map or plat which has been previously approved and recorded in regard to the Property.

THE WOMEN'S BANK, N.A.,  
a national banking association

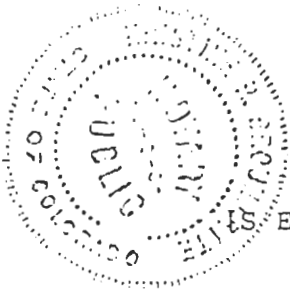
By J. Everett

STATE OF COLORADO                    )  
  )  
CITY AND COUNTY OF DENVER        )

The foregoing instrument was acknowledged before me the 9<sup>th</sup> day of July, 1996, by Jo Everett as Vice President of The Women's Bank, N.A., a national banking association.

Witness my hand and official seal.

My commission expires: 02-24-2000.



Kristin A. Brownell  
Notary Public

CERTIFICATE OF COMPLETION

The undersigned hereby certifies that all structural components of all buildings on the Filing No. 2 Property which contain Units (excluding Building No. 2, which has not yet been submitted to this Declaration) are substantially completed as of the date of this certification.

DATED the 9<sup>th</sup> day of JULY, 1996.

WW CONSTRUCTION MANAGEMENT, INC.  
a Colorado corporation

By Mark J. Brown



### CONSENT OF LIENHOLDER

The Women's Bank, N.A., a national banking association, being the beneficiary of a deed of trust encumbering the Property dated September 15, 1995 and recorded September 29, 1995 in Book 8125 commencing at Page 20 of the real property records of Arapahoe County, Colorado, hereby consents to the foregoing Amendment and agrees that no foreclosure of such deed of trust shall eliminate, impair or otherwise affect the Declaration, as amended, in any way, nor shall it eliminate, impair or otherwise affect any condominium map or plat which has been previously approved and recorded in regard to the Property.

THE WOMEN'S BANK, N.A.,  
a national banking association

By J. J. Guerrero, V.P.

STATE OF COLORADO )  
 )  
CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me the 26<sup>th</sup> day of March, 1996, by Jo Everett as Vice President of The Women's Bank, N.A., a national banking association.

Witness my hand and official seal.

My commission expires: 02-24-2000



Christine R. Brinville  
Notary Public

26

**AMENDED AND RESTATED**  
**SUPPLEMENTAL CONDOMINIUM DECLARATION**  
**FOR**  
**CEDAR COVE II CONDOMINIUMS**

THIS AMENDED AND RESTATED SUPPLEMENTAL DECLARATION is made as of the 3RD day of June, 1998, by ENVIRO-TECH HOME ASSOCIATES, L.L.C., a Colorado limited liability company whose address is 12555 E. Tennessee Circle, Aurora, Colorado 80012 ("Declarant"), in reference to a certain Condominium Declaration executed by Declarant dated January 30, 1996, and recorded January 30, 1996, under Reception No. A6011418 in the real property records of Arapahoe County, Colorado and subsequently amended by First Amendment recorded March 26, 1996 under Reception No. A6036294 and Second Amendment recorded July 10, 1996 under Reception No. A6087987 in such records (as so amended, the "Declaration"). This Amended and Restated Supplemental Declaration amends, restates and supersedes the Supplemental Condominium Declaration recorded May 22, 1998, in Book 149 commencing at Page 47. Unless otherwise indicated, capitalized terms used herein shall have the meanings set forth in the Declaration.

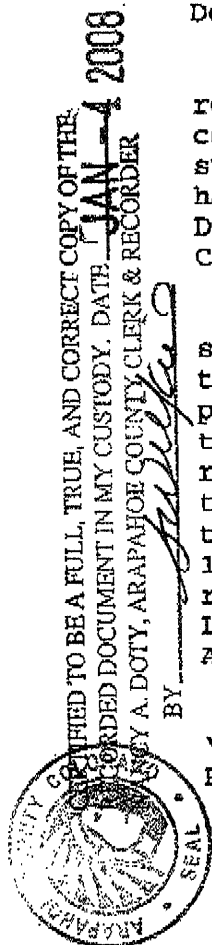
1. **Purpose of Declaration.** In the Declaration, Declarant reserved the right to submit to the Declaration all or part of certain Additional Property (as defined in the Declaration) by supplemental declaration. A portion of the Additional Property has been developed, and Declarant has executed this Supplemental Declaration for the purpose of adding such portion to the Community.

2. **Submission of Additional Property.** Pursuant to subsection 3(b) of the Declaration, Declarant hereby submits to the Declaration the portion of the Additional Property more particularly described as follows: Building No. 2, as shown on the Condominium Map of CEDAR COVE II CONDOMINIUMS FILING NO. 1 recorded July 10, 1996, in Plat Book 129 at Pages 79 and 80 of the real property records of Arapahoe County, Colorado, and on the First Supplement to such condominium map recorded June 4, 1998, in Plat Book 149 at Pages 74 and 75 of such records. As a result of this addition, all of the property formerly known as Lot 1, Block 1, CEDAR COVE SUBDIVISION FILING NO. 2, County of Arapahoe, State of Colorado, is now subject to the Declaration.

3. **Units.** There are 6 Units in Building No. 2 (the "Building 2 Units"). The Building 2 Units are identified on Exhibit A attached hereto.

A8083902  
 6/04/98 13:31:42  
 PG: 0001-005  
 26.00 DOC FEE: 0.00  
 DONETTA DAVIDSON  
 ARAPAHOE COUNTY

6/3/98



2-5

4. **Interest in Common Elements.** As a result of the addition of the Building 2 Units, there are now 24 Units in the Community; consequently, the proportionate undivided interest of each Unit in the Common Elements of the Community shall hereafter be 4.167%.

Except as so modified, the terms and provisions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the date set forth above.

ENVIRO-TECH HOME ASSOCIATES L.L.C.,  
a Colorado limited liability company

By

*[Signature]*  
Dominique J. Luzinski  
Manager

STATE OF COLORADO )

COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 3rd day of June, 1998, by Dominique J. Luzinski as Manager of Enviro-Tech Home Associates, ~~L.L.C.~~ a Colorado limited liability Company.

Witness my hand and official seal

My commission expires: \_\_\_\_\_

L ROBERTA MASCARENAS  
Notary Public  
STATE OF COLORADO  
My Commission Expires NOV 8, 1998

*[Signature]*  
Notary Public



3-5

EXHIBIT A

Building No. 2, Unit 101	12556 E. Tennessee Circle
Building No. 2, Unit 102	12558 E. Tennessee Circle
Building No. 2, Unit 103	12566 E. Tennessee Circle
Building No. 2, Unit 104	12568 E. Tennessee Circle
Building No. 2, Unit 105	12576 E. Tennessee Circle
Building No. 2, Unit 106	12578 E. Tennessee Circle

4-5

CONSENT OF LIENHOLDER

Colorado Business Bank, N.A., a national banking association formerly known as The Women's Bank, N.A., being the beneficiary of a deed of trust dated September 15, 1995 and recorded September 29, 1995 in Book 8125 commencing at Page 20 of the real property records of Arapahoe County, Colorado, and a deed of trust dated September 2, 1997 and recorded April 6, 1998 under Reception No. A8049203 in such records, hereby consents to the foregoing Amendment and to the First Supplement to the Condominium Map of CEDAR COVE II CONDOMINIUMS FILING NO. 1, recorded June 4, 1998, in Plat Book 149 at Pages 74 and 75 (the "First Supplement"), and agrees that no foreclosure of such deed of trust shall eliminate, impair or otherwise affect the Declaration, as amended, in any way, nor shall it eliminate, impair or otherwise affect the First Supplement or any other condominium map or plat which has been previously approved and recorded in regard to the Property.

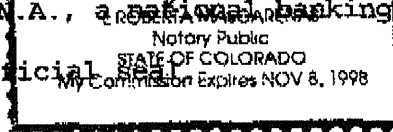
COLORADO BUSINESS BANK, N.A.,  
a national banking association

By   
Vice President

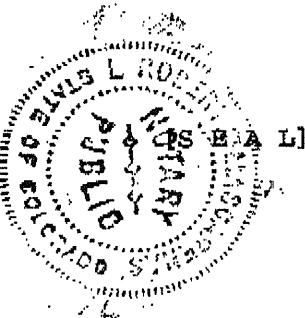
STATE OF COLORADO )  
 )  
CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me the 3rd day of June, 1998, by ~~Robert A. Wagoner, Vice President~~ of Colorado Business Bank, N.A., a national banking association.

Witness my hand and official seal  
My commission expires: NOV 8, 1998



  
Notary Public



5-5

CERTIFICATE OF COMPLETION

The undersigned hereby certifies that all structural components of Building No. 2 are substantially completed as of the date of this certification.

DATED the 03 day of JUNE, 1998.

WAYNE LUKE CONSTRUCTION LLC,  
a Colorado limited  
liability company

By Wayne Luke

26 -

A8211069  
 12/23/98 12:30:24  
 PG: 0001-005  
 26.00 DOC FEE: 0.00  
 DONETTA DAVIDSON  
 ARAPAHOE COUNTY

**SECOND SUPPLEMENTAL CONDOMINIUM DECLARATION**  
**FOR**  
**CEDAR COVE II CONDOMINIUMS**

THIS SECOND SUPPLEMENTAL DECLARATION is made as of the 23<sup>RD</sup> day of December, 1998, by ENVIRO-TECH HOME ASSOCIATES, L.L.C., a Colorado limited liability company whose address is 12555 E. Tennessee Circle, Aurora, Colorado 80012 ("Declarant"), in reference to a certain Condominium Declaration executed by Declarant dated January 30, 1996, and recorded January 30, 1996, under Reception No. A6011418 in the real property records of Arapahoe County, Colorado and subsequently amended by First Amendment recorded March 26, 1996 under Reception No. A6036294 and Second Amendment recorded July 10, 1996 under Reception No. A6087987 in such records (as so amended, the "Declaration"). The Declaration has also been previously supplemented by an Amended and Restated Supplemental Declaration recorded June 4, 1998, under Reception No. A8083902 in such records. Unless otherwise indicated, capitalized terms used herein shall have the meanings set forth in the Declaration.

1. **Purpose of Supplemental Declaration.** In the Declaration, Declarant reserved the right to submit to the Declaration all or part of certain Additional Property (as defined in the Declaration) by supplemental declaration. Another portion of the Additional Property has been developed, and Declarant has executed this Second Supplemental Declaration for the purpose of adding such portion to the Community.

2. **Submission of Additional Property.** Pursuant to subsection 3(b) of the Declaration, Declarant hereby submits to the Declaration the portion of the Additional Property more particularly described as follows: Building No. 6, as shown on the Condominium Map of CEDAR COVE II CONDOMINIUMS FILING NO. 2 recorded 9-30, 1996, in Plat Book 131 at Pages 47 and 48 of the real property records of Arapahoe County, Colorado, and on the First Supplement to such condominium map recorded December 23, 1998, in Plat Book 157 at Pages 50 and 51 of such records. 4 52

3. **Units.** There are nine Units in Building No. 6 (the "Building 6 Units"). The Building 6 Units are identified on Exhibit A attached hereto.

4. **Interest in Common Elements.** As a result of the addition of the Building 6 Units, there are now 33 Units in the Community; consequently, the proportionate undivided interest of



CERTIFIED TO BE A FULL, TRUE, AND CORRECT COPY OF THE  
 RECORDED DOCUMENT IN MY CUSTODY. DATE JAN - 4 2008  
 NANCY A. DOTY, ARAPAHOE COUNTY CLERK & RECORDER  
 BY [Signature]

12/15/98

3-5

CERTIFICATE OF COMPLETION

The undersigned hereby certifies that all structural components of Building No. 6 are substantially completed as of the date of this certification.

DATED the 18 day of Dec, 1998.

WAYNE LUKE CONSTRUCTION LLC,  
a Colorado limited  
liability company

By Wayne Luke Const. L.L.C.



4-5

CONSENT OF LIENHOLDER

ERB Lumber, Inc., a Colorado corporation, being the beneficiary of a deed of trust dated May 11, 1998 and recorded May 14, 1998 under Reception No. A8072021 in the real property records of Arapahoe County, Colorado, hereby consents to the foregoing Second Supplemental Declaration and to the First Supplement to the Condominium Map of CEDAR COVE II CONDOMINIUMS FILING NO. 1, recorded December \_\_, 1998, in Plat Book \_\_ at Pages \_\_ and \_\_ (the "First Supplement"), and agrees that no foreclosure of such deed of trust shall eliminate, impair or otherwise affect the Declaration, as amended, in any way, nor shall it eliminate, impair or otherwise affect the First Supplement or any other condominium map or plat which has been previously approved and recorded in regard to the Property.

ERB LUMBER, INC.,  
a Colorado corporation

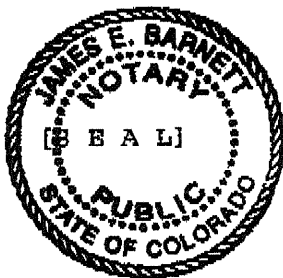
By 


STATE OF COLORADO )  
 )  
CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me the 16  
day of Dec, 1998, by Tether Nelson as  
Construction Loan Mgr of ERB Lumber, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 4/6/02.



  
Notary Public

5-6

EXHIBIT A

Building No. 6, Unit 101	12387 E. Tennessee Drive
Building No. 6, Unit 102	12377 E. Tennessee Drive
Building No. 6, Unit 103	12367 E. Tennessee Drive
Building No. 6, Unit 104	12357 E. Tennessee Drive
Building No. 6, Unit 105	12347 E. Tennessee Drive
Building No. 6, Unit 106	12337 E. Tennessee Drive
Building No. 6, Unit 107	12327 E. Tennessee Drive
Building No. 6, Unit 108	12317 E. Tennessee Drive
Building No. 6, Unit 109	12307 E. Tennessee Drive

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4/23/99 15:13:32  
PG: 0001-005  
26.00 DOC FEE: 0.00  
DONETTA DAVIDSON  
ARAPAHOE COUNTY

26 —

**THIRD SUPPLEMENTAL CONDOMINIUM DECLARATION**  
**FOR**  
**CEDAR COVE II CONDOMINIUMS**

THIS THIRD SUPPLEMENTAL DECLARATION is made as of the 15<sup>th</sup> day of MARCH, 1999, by ENVIRO-TECH HOME ASSOCIATES, L.L.C., a Colorado limited liability company whose address is 12555 E. Tennessee Circle, Aurora, Colorado 80012 ("Declarant"), in reference to a certain Condominium Declaration executed by Declarant dated January 30, 1996, and recorded January 30, 1996, under Reception No. A6011418 in the real property records of Arapahoe County, Colorado and subsequently amended by First Amendment recorded March 26, 1996 under Reception No. A6036294 and Second Amendment recorded July 10, 1996 under Reception No. A6087987 in such records (as so amended, the "Declaration"). The Declaration has also been previously supplemented by an Amended and Restated Supplemental Declaration recorded June 4, 1998, under Reception No. A8083902, a Second Supplemental Declaration recorded December 23, 1998 under Reception No. A8211069 (and correction thereto recorded February 4, 1999 under Reception No. A9020149) in such records. Unless otherwise indicated, capitalized terms used herein shall have the meanings set forth in the Declaration.

**1. Purpose of Supplemental Declaration.** In the Declaration, Declarant reserved the right to submit to the Declaration all or part of certain Additional Property (as defined in the Declaration) by supplemental declaration. Another portion of the Additional Property has been developed, and Declarant has executed this Third Supplemental Declaration for the purpose of adding such portion to the Community.

**2. Submission of Additional Property.** Pursuant to subsection 3(b) of the Declaration, Declarant hereby submits to the Declaration the portion of the Additional Property more particularly described as follows: Building No. 3, as shown on the Second Supplement to CEDAR COVE II CONDOMINIUMS FILING NO. 2, recorded 4-23, 1999, in Plat Book 161 at Pages 14-16 of such records, which is based upon (but supersedes, as to Building No. 3) CEDAR COVE SUBDIVISION FILING NO. 3 CONDOMINIUM MAP, recorded January 11, 1996, in Plat Book 125 at Pages 83-91 of such records.

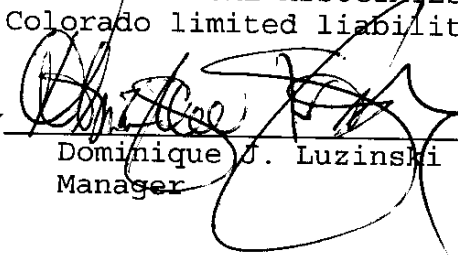
**3. Units.** There are nine Units in Building No. 3 (the "Building 3 Units"). The Building 3 Units are identified on Exhibit A attached hereto.

4. **Interest in Common Elements.** As a result of the addition of the Building 3 Units, there are now 33 Units in the Community; consequently, the proportionate undivided interest of each Unit in the Common Elements of the Community shall hereafter be 3.03%.

Except as so modified, the terms and provisions of the Declaration remain in full force and effect.

**IN WITNESS WHEREOF,** Declarant has executed this Third Supplemental Declaration as of the date set forth above.

ENVIRO-TECH HOME ASSOCIATES L.L.C.,  
a Colorado limited liability company

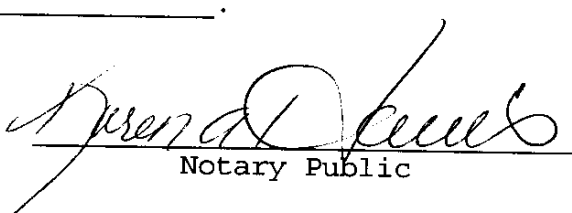
By  3/15/99  
Dominique J. Luzinski  
Manager

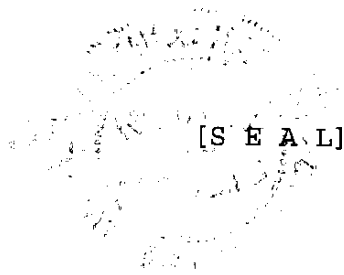
STATE OF COLORADO )  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of MARCH, 1999, by Dominique J. Luzinski as Manager of Enviro-Tech Home Associates, L.L.C., a Colorado limited liability Company.

Witness my hand and official seal.

My commission expires: MY COMMISSION EXPIRES 09/22/1999.

  
Notary Public



CERTIFICATE OF COMPLETION

The undersigned hereby certifies that all structural components of Building No. 3 are substantially completed as of the date of this certification.

DATED the 23<sup>RD</sup> day of MARCH, 1999.

WAYNE LUKE CONSTRUCTION LLC,  
a Colorado limited  
liability company

By Wayne Luke Const. L.L.C.

CONSENT OF LIENHOLDER

ERB Lumber, Inc., a Colorado corporation, being the beneficiary of a deed of trust recorded September 15, 1998 under Reception No. A8146795 in the real property records of Arapahoe County, Colorado, hereby consents to the foregoing Third Supplemental Declaration and to the Second Supplement to the Condominium Map of CEDAR COVE II CONDOMINIUMS FILING NO. 1, recorded \_\_\_\_\_, 1999, in Plat Book \_\_\_\_\_ at Pages \_\_\_\_\_ and \_\_\_\_\_ (the "Second Supplement"), and agrees that no foreclosure of such deed of trust shall eliminate, impair or otherwise affect the Declaration, as amended, in any way, nor shall it eliminate, impair or otherwise affect the Second Supplement or any other condominium map or plat which has been previously approved and recorded in regard to the Property.

ERB LUMBER, INC.,  
a Colorado corporation

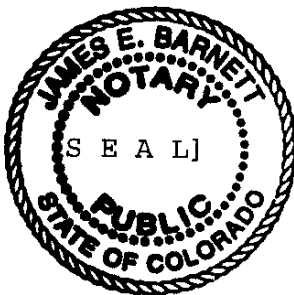
By *Jeffrey D. Nelson*  
Jeffrey D. Nelson

STATE OF COLORADO )  
CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me the 23 day of April, 1999, by Jeffrey D. Nelson as Construction Loan Manager of ERB Lumber, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 4-6-02.



*James E. Barnett*  
Notary Public

**EXHIBIT A**

Building No. 3, Unit 101	12462 E. Tennessee Circle
Building No. 3, Unit 102	12464 E. Tennessee Circle
Building No. 3, Unit 103	12472 E. Tennessee Circle
Building No. 3, Unit 104	12474 E. Tennessee Circle
Building No. 3, Unit 105	12482 E. Tennessee Circle
Building No. 3, Unit 106	12484 E. Tennessee Circle
Building No. 3, Unit 107	12490 E. Tennessee Circle
Building No. 3, Unit 108	12492 E. Tennessee Circle
Building No. 3, Unit 109	12494 E. Tennessee Circle

**FOURTH SUPPLEMENTAL CONDOMINIUM DECLARATION**  
**FOR**  
**CEDAR COVE II CONDOMINIUMS**

THIS FOURTH SUPPLEMENTAL DECLARATION is made as of the 14th day of JULY, 1999, by ENVIRO-TECH HOME ASSOCIATES, L.L.C., a Colorado limited liability company whose address is 12555 E. Tennessee Circle, Aurora, Colorado 80012 ("Declarant"), in reference to a certain Condominium Declaration executed by Declarant dated January 30, 1996, and recorded January 30, 1996, under Reception No. A6011418 in the real property records of Arapahoe County, Colorado and subsequently amended by First Amendment recorded March 26, 1996 under Reception No. A6036294 and Second Amendment recorded July 10, 1996 under Reception No. A6087987 in such records (as so amended, the "Declaration"). The Declaration has also been previously supplemented by an Amended and Restated Supplemental Declaration recorded June 4, 1998, under Reception No. A8083902, a Second Supplemental Declaration recorded December 23, 1998 under Reception No. A8211069 (and correction thereto recorded February 4, 1999 under Reception No. A9020149) in such records. Unless otherwise indicated, capitalized terms used herein shall have the meanings set forth in the Declaration.

1. **Purpose of Supplemental Declaration.** In the Declaration, Declarant reserved the right to submit to the Declaration all or part of certain Additional Property (as defined in the Declaration) by supplemental declaration. Another portion of the Additional Property has been developed, and Declarant has executed this Fourth Supplemental Declaration for the purpose of adding such portion to the Community.

2. **Submission of Additional Property.** Pursuant to subsection 3(b) of the Declaration, Declarant hereby submits to the Declaration the portion of the Additional Property more particularly described as follows: Building No. 4, as shown on the Third Supplement to CEDAR COVE II CONDOMINIUMS FILING NO. 2, recorded JULY 16, 1999, in Plat Book 164 at Pages 11 & 12 of such records, which is based upon (but supersedes, as to Building No. 4) CEDAR COVE SUBDIVISION FILING NO. 3 CONDOMINIUM MAP, recorded January 11, 1996, in Plat Book 125 at Pages 83-91 of such records.

3. **Units.** There are eight Units in Building No. 4 (the "Building 4 Units"). The Building 4 Units are identified on Exhibit A attached hereto.

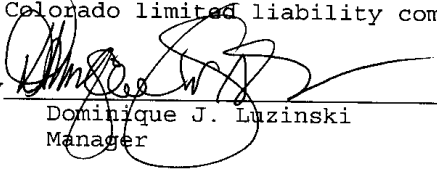


4. **Interest in Common Elements.** As a result of the addition of the Building 4 Units, there are now 41 Units in the Community; consequently, the proportionate undivided interest of each Unit in the Common Elements of the Community shall hereafter be 2.439%.

Except as so modified, the terms and provisions of the Declaration remain in full force and effect.

**IN WITNESS WHEREOF,** Declarant has executed this Fourth Supplemental Declaration as of the date set forth above.

ENVIRO-TECH HOME ASSOCIATES L.L.C.,  
a Colorado limited liability company

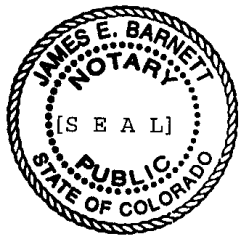
By   
Dominique J. Luzinski  
Manager

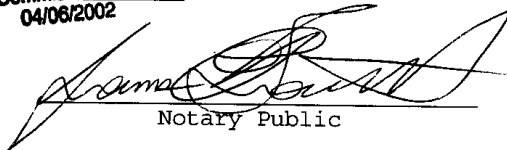
STATE OF COLORADO           )  
  )  
COUNTY OF Denver        )

The foregoing instrument was acknowledged before me this 14 day of July, 1999, by Dominique J. Luzinski as Manager of Enviro-Tech Home Associates, L.L.C., a Colorado limited liability Company.

Witness my hand and official seal.

My commission expires: My Commission Expires 04/06/2002.



  
Notary Public

CERTIFICATE OF COMPLETION

The undersigned hereby certifies that all structural components of Building No. 4 are substantially completed as of the date of this certification.

DATED the 06 day of JULY, 1999.

WAYNE LUKE CONSTRUCTION LLC,  
a Colorado limited  
liability company

By Wayne Luke

CONSENT OF LIENHOLDER

ERB Lumber, Inc., a Colorado corporation, being the beneficiary of a deed of trust recorded September 15, 1998 under Reception No. A8146795 in the real property records of Arapahoe County, Colorado, hereby consents to the foregoing Fourth Supplemental Declaration and to the Third Supplement to the Condominium Map of CEDAR COVE II CONDOMINIUMS FILING NO. 1, recorded JULY, 1999, in Plat Book 164 at Pages 11 and 12 (the "Third Supplement"), and agrees that no foreclosure of such deed of trust shall eliminate, impair or otherwise affect the Declaration, as amended, in any way, nor shall it eliminate, impair or otherwise affect the Third Supplement or any other condominium map or plat which has been previously approved and recorded in regard to the Property.

ERB LUMBER, INC.,  
a Colorado corporation

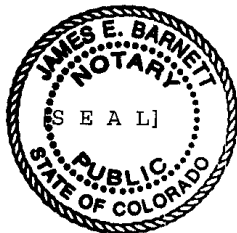
By [Signature]

STATE OF COLORADO       )  
  )  
COUNTY OF Denver       )

The foregoing instrument was acknowledged before me the 15 day of July, 1999, by Jeffrey D. Nelson as Construction Loan Manager of ERB Lumber, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: My Commission Expires 04/06/2002.



[Signature]  
Notary Public

EXHIBIT A

Building No. 4, Unit 101	12271 E. Tennessee Drive
Building No. 4, Unit 102	12261 E. Tennessee Drive
Building No. 4, Unit 103	12251 E. Tennessee Drive
Building No. 4, Unit 104	12241 E. Tennessee Drive
Building No. 4, Unit 105	12231 E. Tennessee Drive
Building No. 4, Unit 106	12221 E. Tennessee Drive
Building No. 4, Unit 107	12211 E. Tennessee Drive
Building No. 4, Unit 108	12201 E. Tennessee Drive

30-

**FIFTH SUPPLEMENTAL CONDOMINIUM DECLARATION**  
**FOR**  
**CEDAR COVE II CONDOMINIUMS**

THIS FIFTH SUPPLEMENTAL DECLARATION is made as of the 8th day of NOVEMBER, 1999, by ENVIRO-TECH HOME ASSOCIATES, L.L.C., a Colorado limited liability company whose address is 12555 E. Tennessee Circle, Aurora, Colorado 80012 ("Declarant"), in reference to a certain Condominium Declaration executed by Declarant dated January 30, 1996, and recorded January 30, 1996, under Reception No. A6011418 in the real property records of Arapahoe County, Colorado and subsequently amended by First Amendment recorded March 26, 1996 under Reception No. A6036294 and Second Amendment recorded July 10, 1996 under Reception No. A6087987 in such records (as so amended, the "Declaration"). The Declaration has also been previously supplemented by an Amended and Restated Supplemental Declaration recorded June 4, 1998, under Reception No. A8083902, a Second Supplemental Declaration recorded December 23, 1998 under Reception No. A8211069 (and correction thereto recorded February 4, 1999 under Reception No. A9020149) in such records. Unless otherwise indicated, capitalized terms used herein shall have the meanings set forth in the Declaration.

**1. Purpose of Supplemental Declaration.** In the Declaration, Declarant reserved the right to submit to the Declaration all or part of certain Additional Property (as defined in the Declaration) by supplemental declaration. Another portion of the Additional Property has been developed, and Declarant has executed this Fifth Supplemental Declaration for the purpose of adding such portion to the Community.

**2. Submission of Additional Property.**

(a) Pursuant to subsection 3(b) of the Declaration, Declarant hereby submits to the Declaration the portion of the Additional Property more particularly described as follows: Building No. 5, as shown on the Fourth Supplement to CEDAR COVE II CONDOMINIUMS, FILING NO. 2, recorded NOVEMBER 8, 1999, in Plat Book 170 at Pages 21 & 22 of such records, which is based upon (but supersedes, as to Building No. 5) CEDAR COVE SUBDIVISION FILING NO. 3 CONDOMINIUM MAP, recorded January 11, 1996, in Plat Book 125 at Pages 83-91 of such records.

(b) Declarant hereby confirms that by this and previous supplemental declarations recorded in the real

property records of Arapahoe County, all of the Additional Property has been (or is hereby, to the extent that any of such property was inadvertently not included in previous supplemental declarations) submitted to the provisions of the Colorado Common Interest Ownership Act, Colorado Revised Statutes §§ 38-33.3-101 *et seq.*, as it may be amended from time to time, and shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration.

**3. Units.** There are eighteen Units in Building No. 5 (the "Building 5 Units"). The Building 5 Units are identified on Exhibit A attached hereto.

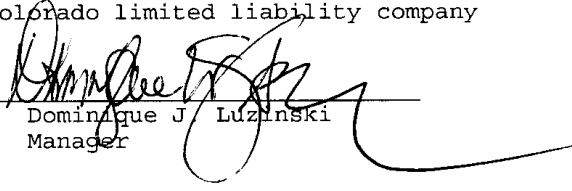
**4. Interest in Common Elements.** As a result of the addition of the Building 5 Units, there are now 68 Units in the Community; consequently, the final proportionate undivided interest of each Unit in the Common Elements of the Community is 1.4706%.

Except as so modified, the terms and provisions of the Declaration remain in full force and effect.

**IN WITNESS WHEREOF,** Declarant has executed this Fourth Supplemental Declaration as of the date set forth above.

ENVIRO-TECH HOME ASSOCIATES L.L.C.,  
a Colorado limited liability company

By

  
Dominique J. Luzinski  
Manager

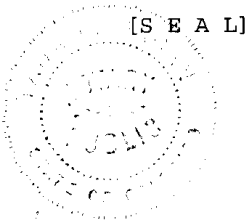
STATE OF COLORADO       )  
                                  )  
COUNTY OF Arapahoe    )

The foregoing instrument was acknowledged before me this 1<sup>st</sup>  
day of Oct, 1999, by Dominique J. Luzinski as Manager of  
Enviro-Tech Home Associates, L.L.C., a Colorado limited liability  
Company.

Witness my hand and official seal.

My commission expires: 7/3/2003.

Jana L. Organ  
Notary Public



CERTIFICATE OF COMPLETION

The undersigned hereby certifies that all structural components of Building No. 5 are substantially completed as of the date of this certification.

DATED the 8<sup>th</sup> day of NOVEMBER, 1999.

WAYNE LUKE CONSTRUCTION LLC,  
a Colorado limited  
liability company

By Wayne Luke  
DBA Wayne Luke Const. LLC.



CONSENT OF LIENHOLDER

ERB Lumber, Inc., a Colorado corporation, being the beneficiary of a deed of trust recorded September 15, 1998 under Reception No. A8146795 in the real property records of Arapahoe County, Colorado, hereby consents to the foregoing Fifth Supplemental Declaration and to the Fourth Supplement to the Condominium Map of CEDAR COVE II CONDOMINIUMS FILING NO. 1, recorded NOVEMBER 8, 1999, in Plat Book 170 at Pages 21 and 22 (the "Fourth Supplement"), and agrees that no foreclosure of such deed of trust shall eliminate, impair or otherwise affect the Declaration, as amended, in any way, nor shall it eliminate, impair or otherwise affect the Fourth Supplement or any other condominium map or plat which has been previously approved and recorded in regard to the Property.

ERB LUMBER, INC.,  
a Colorado corporation

By [Signature]

STATE OF COLORADO       )  
  )  
COUNTY OF Denver       )

The foregoing instrument was acknowledged before me the 8<sup>th</sup> day of November, 1999, by Jeffrey D. Nelson as Loan Manager of ERB Lumber, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 4/6/02.



[Signature]  
Notary Public

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**EXHIBIT A**

Building No. 5, Unit 101	12281 E. Tennessee Dr. #101
Building No. 5, Unit 102	12281 E. Tennessee Dr. #102
Building No. 5, Unit 103	12281 E. Tennessee Dr. #103
Building No. 5, Unit 104	12281 E. Tennessee Dr. #104
Building No. 5, Unit 105	12281 E. Tennessee Dr. #105
Building No. 5, Unit 106	12281 E. Tennessee Dr. #106
Building No. 5, Unit 201	12281 E. Tennessee Dr. #201
Building No. 5, Unit 202	12281 E. Tennessee Dr. #202
Building No. 5, Unit 203	12281 E. Tennessee Dr. #203
Building No. 5, Unit 204	12281 E. Tennessee Dr. #204
Building No. 5, Unit 205	12281 E. Tennessee Dr. #205
Building No. 5, Unit 206	12281 E. Tennessee Dr. #206
Building No. 5, Unit 301	12281 E. Tennessee Dr. #301
Building No. 5, Unit 302	12281 E. Tennessee Dr. #302
Building No. 5, Unit 303	12281 E. Tennessee Dr. #303
Building No. 5, Unit 304	12281 E. Tennessee Dr. #304
Building No. 5, Unit 305	12281 E. Tennessee Dr. #305
Building No. 5, Unit 306	12281 E. Tennessee Dr. #306