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CONDOMINIUM DECLARATION

FOR

GOLDEN RIDGE CONDOMINIUMS

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CONDOMINIUM DECLARATION
OF
GOLDEN RIDGE CONDOMINIUMS

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Golden Group, a California General Partnership (hereinafter called "Declarant") is the owner of that certain parcel of real property situated in the County of Jefferson, State of Colorado, being more particularly described on Exhibit A attached hereto and incorporated by reference herein.

WHEREAS, there presently exists on said real property a one hundred ninety-two (192) unit rental apartment complex, which improvements are commonly known as Golden Ridge Apartments; which land and improvements are hereinafter called "Real Property"; and

WHEREAS, Declarant desires to convert said apartment complex into a condominium and to establish a condominium project under the Condominium Ownership Act of the State of Colorado; and

WHEREAS, Declarant desires to establish a plan for the ownership in fee simple of real property estates, subject to the easements, restrictions, reservations, conditions, taxes and assessments as set forth in this Declaration, consisting of the area or space contained in each of the air space units in the building improvements and the co-ownership by the individual and separate owners thereof, as tenants in common, all of which remaining property, is hereinafter defined and referred to as the "common elements."

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

1. Submission to Condominium Ownership. Declarant does hereby submit the Real Property described above and the improvements constructed thereon to condominium ownership pursuant to the Condominium Ownership Act of the State of Colorado.

2. Definitions. Unless the context shall expressly provide otherwise:

(a) "Unit" means an individual air space unit contained within the perimeter walls, floors, ceilings, windows and doors of a unit, or other boundary lines shown on the condominium map, in a building situated on the Real Property, and as shown and described on a Condominium Map recorded in the real property records of Jefferson County, Colorado, together with (i) all fixtures and improvements therein except for common physical utility facilities; (ii) the inner decorated or finished surfaces of such unit's perimeter walls, floors and ceilings; and (iii) the interior non-supporting walls within the unit. The term does not include, however, the undecorated or unfinished surfaces of the perimeter walls, floors or ceilings of a unit, any utility facilities running

through the unit that serve more than one unit, or any other common element or part thereof located within the unit.

(b) "Condominium Unit" means the fee simple interest and title in and to a Unit, together with the undivided interest in the common elements appurtenant to such Unit, and all other rights and burdens created by this Declaration.

(c) "Owner" means a person, persons, firm, corporation, partnership, association or other legal entity, or any combination thereof, which own(s) an interest in one or more Condominium Units, but excluding, however, any such person having an interest therein merely as a Mortgagee (unless such Mortgagee has acquired fee simple title to a Condominium Unit pursuant to foreclosure or any proceedings in lieu thereof).

(d) "Common elements" means and includes all of the Real Property and all the improvements now or hereinafter constructed thereon, excluding the Units. The common elements shall consist of the general common elements and limited common elements. The common elements shall be owned, as tenants in common, by the Owners of the separate Units, each Owner of a Unit having an undivided interest in such common elements as is hereinafter provided.

(1) "General common elements" means and includes the Real Property described on Exhibit A; the structural components of the buildings, including but not limited to the foundations, girders, beams, supports, roof, and bearing and structural walls; the yards, gardens, uncovered parking areas and storage spaces; chimneys; installations of central services such as power, light, gas, hot and cold water, heating and air conditioning; the service roads, if any; such improvements and portions of the buildings and areas therein as are provided for the community use, recreation, utility and common use of all Owners; and all other parts of such Real Property and the improvements thereon necessary or convenient to its existence, maintenance and safety which are normally and reasonably in general common use, including the air above such land. The general common elements shall include all tangible physical properties of this project except limited common elements and the Units.

(2) "Limited common elements" means those parts of the common elements which are either limited to and reserved for the exclusive use of an Owner of a Condominium Unit or are limited to and reserved for the common use of more than one but fewer than all of the Condominium Unit Owners. The limited common elements shall include, by way of illustration and not limitation, certain air conditioning equipment, balconies, storage areas, parking spaces and certain parking spaces, which are specifically designated as being appurtenant to a particular Unit. The term "limited common element" shall also mean certain other parking spaces and storage spaces some of which may not be initially assigned by Declarant on the date of recordation hereof, but subsequently assigned by Declarant and/or the Association to the Owner of one or more Condominium Units.

(e) "Condominium Project" or "Project" means all of the Real Property submitted to condominium ownership by this Declaration and subsequently submitted, if any, as is hereinafter provided.

(f) "Declaration" means this document (i.e., "Condominium Declaration") and amendments and supplements thereto, if any.

(g) "Common expenses" means and includes (i) expenses of and/or relating to the common elements; (ii) expenses declared

common expenses by the Association; (iii) all sums lawfully assessed against the common elements by the Board of Managers of the Association; and (iv) expenses agreed upon as common expenses by the Association of Unit Owners.

(h) "Association of Unit Owners" or "Association" means the Association formed as a Colorado not-for-profit corporation bearing the name of Golden Ridge Condominium Association, Inc., the Articles of Incorporation and Bylaws of which shall govern the administration of this Condominium Project, and the members of which shall be all of the Owners of the Condominium Units.

(i) "Building" means a building containing Condominium Units as shown on the Map.

(j) "Map," "Condominium Map" or "Supplemental Map" means and includes the engineering survey of the land depicting and locating thereon all of the improvements; the floor and elevation plans and any other drawing or diagrammatic plan depicting a part of or all of the improvements and land which are included in this Condominium Project, all of which is more fully described in Section 6 supra.

(k) "Mortgage" as used herein shall mean any mortgage, deed of trust or other document pledging a Condominium Unit or interest therein as security for the payment of a debt or obligation.

(l) "Mortgagee" shall mean any person, corporation, partnership, trust, company, association or other legal entity which takes, owns, holds or receives a mortgage or deed of trust.

(m) "Declarant" shall mean Golden Group, a California General Partnership, its successors and assigns.

(n) "Bylaws" shall mean the corporate bylaws of Golden Ridge Condominium Association, Inc., a Colorado not-for profit corporation.

3. Division of Property into Condominium Units and Conveyance of Units.

(a) Division of Property: The Real Property described above, including the improvements thereon, is hereby divided into one hundred ninety-two (192) fee simple estates (i.e., Condominium Units). Each such estate shall consist of a separately designated Unit and the undivided interest in and to the common elements appurtenant to such Unit as set forth on Exhibit B, attached hereto and incorporated by reference herein.

(b) Right to Combine or Expand Condominium Units. Declarant hereby reserves the right to physically combine the area or space of one Unit with the area or space of one or more adjoining Units. In regard to any such combination Declarant shall have the right to redesignate any portion of the common elements needed to physically accomplish such combination either as part of such combined Unit or as limited common elements; provided, however, that Declarant shall not exercise said right without the written consent of any Mortgagee having an interest in said Units. In the event of any such physical combining of Units to create a combined Unit, such combined Unit shall also include the combining of the fixtures and improvements and of the undivided interests in common elements appurtenant to the Units so combined. Declarant reserves the right to designate and convey to any purchaser of any such combined Unit, as additional limited

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common elements, any walls, floors or other structural separations between the Units so combined, or any space which would be occupied by such structural separations but for the combination of such Units; provided, however, that such walls, floors or other structural separations or such space shall automatically become general common elements if the combined Units become subject to separate ownership in the future. This reserved right in Declarant shall terminate upon the conveyance of all of the Condominium Units within the project to third party purchasers or on December 31, 1985, whichever event first occurs.

4. Limited Common Elements. Subject to the definition thereof, the limited common elements shall be identified on the Map. Any balcony, porch or patio which is accessible from, associated with and which adjoin(s) a Unit shall without further reference thereto, be used in connection with such Unit to the exclusion of the use thereof by the other Owners of the common elements, except by invitation. Similarly, certain air conditioning equipment which is situated on the exterior walls or roof of a Building and which shall serve only one Unit, shall be a limited common element appurtenant to such Unit and shall be maintained, repaired and operated solely by the Owner or Owners of such Unit. Further, certain parking space(s) and storage area(s) are hereby assigned by Declarant on Exhibit C attached hereto and incorporated herein by reference and will be appurtenant to the Unit purchased and shall be for the exclusive use of the Owner of such Unit. Declarant hereby reserves the right, subsequent to the date of the recording of this Declaration, to assign all parking space(s) and storage space(s) within the Project to the Owner or Owners of Units within the Project and upon such assignment, said parking space(s) or storage space(s) shall be limited common elements appurtenant to the Unit to which it has been assigned.

Except as provided above, all of the Owners of Condominium Units in this Condominium Project shall have a non-exclusive right in common with all of the other Owners to use of sidewalks, recreational facilities, streets and drives located within the entire Condominium Project. In addition to rights of use herein described and elsewhere described in this Declaration, the Association, its Board of Managers and its Managing Agent shall have the unrestricted irrevocable easement to traverse, cross and utilize any portion of the common elements which may be necessary in order to maintain, repair or replace general and/or limited common elements. No preference need be made of any such limited common elements which are exclusive or non-exclusive, in any instrument of conveyance or other instrument in accordance with Section 5 of this Declaration, except as specifically hereinabove required.

5. Description of Condominium Unit.

(a) Every contract for the sale of a Condominium Unit written prior to the recordation of the Map and this Declaration may legally describe a Condominium Unit by its identifying Unit designation, Building No., followed by the words "Golden Ridge Condominiums." The location of such Condominium Unit shall be depicted on a Map subsequently recorded. Upon recordation of the Condominium Map in the County of Jefferson, Colorado, such description shall be conclusively presumed to relate to the thereon described Condominium Units.

(b) After the Condominium Map and this Declaration have been recorded as aforesaid, every contract, deed, lease, mortgage, deed of trust, will or other instrument may legally describe a Condominium Unit as follows:

Condominium Unit No. _____, Building No. _____,
Golden Ridge Condominiums, in accordance with
the Declaration recorded on _____, 1979,
under Reception Number _____, and Condominium
Map recorded on _____, 1979, under Reception
Number _____, of the Jefferson County Records,
together with the exclusive right to use the
following limited common elements: Storage
Space _____, in Building _____, Parking
space _____.

Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber, or otherwise affect not only the Unit, but also the undivided interest in the common elements appurtenant to said Unit and all other appurtenant properties and property rights, and incorporate all of the rights, limitations and burdens incident to ownership of a Condominium Unit as described in this Declaration and Condominium Map. Each such description shall be construed to include a non-exclusive easement for ingress and egress to and from an Owner's Unit and the use of all the general common elements as well as all of the limited common elements appurtenant to said Unit.

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

6. Condominium Map. The Map may be filed for record in parts or sections. The initial Map shall be labeled as "Phase I" and each supplement thereto shall be labeled by Phase consecutively and shall be recorded prior to the conveyance of any of the Condominium Units shown thereon. The initial Map and the supplements thereto in the aggregate shall depict and show at least the following: the legal description of the land and a survey thereof; the location of the Buildings in reference to the exterior boundaries of the land; the floor and elevation plans; the location of the Units within the Buildings, both horizontally and vertically; the thickness of the common walls between or separating the Units; the location of any structural components or supporting elements of the Buildings located within a Unit; the Condominium Unit designations; the Building designations; and the parking and storage space designations. Each such Map shall contain the certificate of a registered professional engineer, licensed architect or registered land surveyor certifying that the Map substantially depicts the location and the horizontal and vertical measurements of the Units, the Unit designations, the Building designations, the location of the parking and storage spaces and the elevations of the constructed unfinished floors and ceilings of the Units and an affirmation that such Map was prepared subsequent to substantial completion of the improvements shown thereon. In interpreting the Map, the existing physical boundaries of each separate Unit as constructed shall be conclusively presumed to be its boundaries. Declarant reserves the right to amend the Map, from time to time, to conform the same according to the actual location of any of the improvements and to establish, vacate and relocate easements, access roads and on-site parking areas. Declarant's right, as hereinabove set forth, shall terminate on the conveyance of all Condominium Units within the Project, or December 31, 1985, whichever last occurs.

7. Inseparability of a Condominium Unit. Each Unit, the appurtenant undivided interest in the common elements, as well as all other appurtenances, rights and burdens, shall together comprise one Condominium Unit, which Condominium Unit shall be inseparable

and may be conveyed, leased, devised or encumbered only as a Condominium Unit. An Owner shall be entitled to lease any parking space, and/or storage space which is a limited common element appurtenant to his Unit to any other Owner, provided, however, that the term of said lease will expire, if not before, upon the sale of said Owner's Condominium Unit.

8. Separate Assessment and Taxation - Notice to Assessor. Declarant shall give written notice to the assessor of the County of Jefferson, Colorado, of the creation of Condominium Ownership on this Project, as is provided by law, so that each Unit and the undivided interest in the common elements appurtenant thereto shall be deemed a separate parcel of real estate for purposes of separate assessment and taxation. The Association, upon the request of any first Mortgagee, shall furnish proof that all taxes, real estate assessments and charges shall relate only to the individual Condominium Unit and not to the Condominium Project as a whole.

9. Form of Ownership - Title. A Condominium Unit may be held and owned in any real property tenancy or estate recognized under the laws of the State of Colorado.

10. Non-Partitionability and Transfer of Common Element. The common elements shall be owned in common by all of the Owners of the Units and shall remain undivided. By the acceptance of his deed or other instrument of conveyance or assignment, each Owner specifically waives his right to institute and/or maintain a partition action or any other action designed to cause a division of the common elements. Each Owner specifically agrees not to institute any action therefor. Furthermore, each Owner agrees that this Section 10 may be pleaded as a bar to the maintenance of such an action. A violation of this provision shall entitle the Association to personally collect, jointly and severally, from the parties violating the same, the actual attorney fees, costs and other damages the Association incurs in connection therewith. Further, all Owners, and the Association, covenant that, except as provided in Section 3(b), they shall neither by act nor omission, seek to abandon, subdivide, encumber, sell or transfer the common elements without first obtaining the written consent of all of the first Mortgagees of the individual Condominium Units. Each such Mortgagee shall have one vote for each Mortgage owned by it. Any such action without the written consent of said Mortgagees shall be null and void.

11. Use of General and Limited Common Elements. Each Owner shall be entitled to exclusive ownership and possession of his Unit. Each Owner may use the appurtenant general and limited common elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners. The Association may adopt rules and regulations governing the use of general and limited common elements, but such rules and regulations shall be uniform and non-discriminatory. Each Owner, by the acceptance of his deed or other instrument of conveyance or assignment, agrees to be bound by the existing and thereafter adopted rules and regulations. All unassigned parking areas within the Project shall be general common elements and shall be under the control of the Association. The Association shall be empowered to adopt rules and regulations governing the use of such parking areas provided that any such rules and regulations shall be uniform and non-discriminatory.

12. Use and Occupancy. The Units shall be used and occupied by the Owner, the Owner's family, and his guests, or tenants only as a residence and for residential purposes. This restriction

as to residential use, however, shall not apply to the Declarant, its agents, employees, invitees and assigns during the sales period. Notwithstanding the above, the Association may use any Condominium Unit which it owns or leases as a business office and/or a residence for any on-site resident manager, sales representative or custodian.

13. Easements.

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

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

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

(d) Maintenance of Limited Common Element Easement. There is hereby granted to each Owner of a Condominium Unit an easement on, over and across the common elements as may be necessary or appropriate, to enable such Owner to perform maintenance, repair and other work upon any air conditioning unit which is a limited

common element appurtenant to his Unit and which is located upon the exterior walls or roof of the Building in which said Owner's Unit is situated.

14. Termination of Mechanic's Lien Rights and Indemnification. Subsequent to the completion of any alterations, modifications or additions to the improvements described on the Map, no labor performed or materials furnished and incorporated in a Unit with the consent or at the request of the Unit Owner, his agent, his contractor or subcontractor, shall be the basis for filing a lien against the Condominium Unit of any other Owner not expressly consenting to or requesting the same, or against the common elements. Each Owner shall indemnify and hold harmless each of the other Owners from and against all liability arising from the claim of any lien against the Condominium Unit of any other Owner or against the common elements for construction performed or for labor, materials, services or other products incorporated in the Owner's Condominium Unit at such Owner's request. The provisions herein contained are subject to the rights of the Managing Agent or Board of Managers of the Association as set forth in Section 15. Notwithstanding the foregoing, any Mortgagee of a Condominium Unit who shall become the Owner of such Condominium Unit pursuant to a lawful foreclosure sale or the taking of a deed in lieu of foreclosure shall not be under any obligation to indemnify and hold harmless any other Owner against liability for claims arising prior to the date such Mortgagee shall have become an Owner.

15. Golden Ridge Condominium Association, Inc.

(a) The interests of all Owners of Condominium Units within the Project shall be governed and administered by this Declaration and the Articles of Incorporation and By-Laws of the Golden Ridge Condominium Association, Inc. An Owner of a Condominium Unit upon becoming an Owner, shall be a member of the Association and shall remain a member for the period of his ownership.

(b) The Association shall be granted all of the powers necessary to govern, manage, maintain, repair, administer and regulate the Project and to perform all of the duties required of it. Notwithstanding the above, unless all of the first Mortgagees of Condominium Units (based upon one vote for each first Mortgage owned or held) have given their prior written approval, the Association shall not be empowered or entitled to:

(1) by act or omission, seek to abandon or terminate the Condominium regime;

(2) partition or subdivide any Condominium Unit;

(3) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements;

(4) use hazard insurance proceeds for loss to the improvements for other than the repair, replacement or reconstruction of such improvements;

(5) terminate professional management of the Project.

(c) The Association shall grant to each first Mortgagee of a Condominium Unit the right to examine the books and records of the Association at any reasonable time. Further, upon written request any such first Mortgagee shall be entitled to receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year and/or written notice

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of all meetings of the Association. The Association hereby grants any such first Mortgagee the right to designate a representative to attend any such meeting.

16. Reservation for Access - Maintenance, Repair and Emergencies.

(a) The Owners shall have the irrevocable right, to be exercised by the Association's Board of Managers or officers, or custodian, or Managing Agent, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common elements therein or accessible therefrom, or at any hour for making emergency repairs, maintenance or inspection therein necessary to prevent damage to the common elements or to another Unit.

(b) Damage to the interior or any part of a Unit, except for Owner installed or constructed improvements resulting from the maintenance, repair, emergency repair or replacement of any of the common elements or as a result of emergency repairs within another Unit at the direction of the Association, shall be a common expense of all of the Owners; provided, however, that if the damage needed to be repaired is caused by negligent or tortious acts of a Unit Owner, members of his family, his agents, employees, invitees, or tenants, then such Condominium Unit Owner shall be responsible and liable for all of such damage and the cost thereof shall forthwith become said Owner's obligation, which must be timely paid. Said obligation shall be a common expense as it relates to said Condominium Unit Owner(s), only, and shall be subject to the provisions elsewhere herein provided. All damaged improvements shall be restored substantially, to the extent reasonably practicable, to the same condition in which they existed prior to the damage. All maintenance, repairs and replacement of the common elements, whether located inside or outside of Units (unless necessitated by the negligence, misuse or tortious act of a Condominium Unit Owner, in which case such expense shall be charged to such Owner), shall be the common expense of all of the Owners. However, the Association shall not be obligated to seek redress for damages caused by a negligent Owner and this covenant shall not abrogate the insurance provisions of this Agreement.

17. Maintenance and Service Responsibility.

(a) Owner:

(1) For maintenance purposes, an Owner shall be deemed to own: the windows and doors; the interior non-supporting walls, floors and ceilings of his Unit; the materials such as, but not limited to, plaster, gypsum drywall, paneling, wallpaper, paint, wall and floor tile and finished surface flooring, and other materials which make up the finished surfaces of the perimeter walls, ceiling and floors within the Unit. An Owner, however, shall not be deemed to own the pipes, wires, conduits or systems (which are general common elements and for brevity are herein and hereafter referred to as "utility facilities") running through his Unit which serve one or more other Units except as a tenant in common with the other Owners. Such utility facilities shall not be disturbed or relocated by an Owner without the written prior consent and approval of the Board of Managers, and any such alteration, relocation, enlargement, addition or modification shall be at the Owner's expense, which expense shall include all expenses incurred by the Association in reference thereto.

(2) An Owner shall maintain and keep in repair the interior of his own Unit, including the fixtures and utilities

located therein to the extent current repair shall be necessary in order to avoid damaging other Condominium Units or the common elements. All fixtures and equipment and utilities installed within the Unit commencing at a point where the fixtures, equipment and utilities enter the Unit shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair the structural soundness of the Buildings or impair the proper functioning of the utility facilities, heating, electrical, fire extinguishing, air conditioning or plumbing systems or the structural integrity of the Buildings or impair any easement or hereditament or damage any other component of the Project. Further, an Owner shall not remove, alter or modify the location and size of any bearing or non bearing partition wall situated within his Unit, nor increase or decrease the number of rooms within his Unit. An Owner shall always keep the balcony, porch or patio area adjoining and appurtenant to his Unit and any other limited common elements appurtenant thereto in a clean, orderly and sanitary condition.

(3) In addition to the foregoing, Owner shall be obligated to maintain and keep in repair any air conditioning equipment which is a limited common element appurtenant to his Unit, notwithstanding the fact that said air conditioning equipment is situated on the common elements and not totally contained within the individual air space comprising the Owner's Unit.

(b) Association:

(1) The Association shall have the duty of maintaining and repairing all of the common elements within the Project, except air conditioning units which are limited common elements appurtenant to a Unit. The cost of said maintenance and repair shall be a common expense of all of the Owners. The Association shall not need the prior approval of its members to cause such maintenance or repairs to be accomplished, notwithstanding the cost thereof.

(2) The Association shall provide to the Owners the following services which shall be paid for out of the common expense assessment, to-wit:

(a) maintenance of the common elements, except as otherwise provided;

(b) administration and management of the Project;

(c) providing heating and lighting for common areas;

(d) obtaining and maintaining the insurance required in Section 22 hereof;

(e) enforcing of the provisions, set forth in this Declaration, and the Association's rules and regulations, and collecting of all obligations owed to the Association by the Owners;

(f) acting as attorney-in-fact in the event of damage or destruction as provided for in Section 27 hereof; and

(g) performing all other acts required by this Declaration, or the Articles of Incorporation and Bylaws of the Association.

(3) The Association shall permit the City of Golden Fire Department to conduct an annual inspection of the common

lements within the Condominium Project. The Association shall have the duty to maintain the common elements in full compliance with all of the requirements as set forth by the City of Golden Fire Department pursuant to said inspection. Furthermore, the Association will prohibit any construction in the rear of the Buildings within the Condominium Project that will impede or obstruct the maintenance of a clear fire access to the rear of the Buildings within the Condominium Project.

Notwithstanding the above, the Association reserves the right to hire one or more persons or entities including a Managing Agent, contractors, and employees to perform such services, provided, however, that any Contract in regard to the hiring or employing of such Managing Agents, contractors or employees shall not be for a term in excess of one (1) year and shall provide that the same shall be terminable on thirty (30) days written notice, with or without cause or payment of a termination fee.

18. Compliance with Provisions of the Declaration, Articles of Incorporation and Bylaws of the Association. Each Owner shall comply strictly with the provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and the decisions, resolutions, rules and regulations of the Association adopted pursuant thereto as the same may be lawfully made and amended and/or modified from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in connection therewith, which action shall be maintainable by the Association's Board of Managers or Managing Agent in the name of the Association on behalf of the Owners, or, in a proper case, by an aggrieved Owner.

19. Revocation or Amendment to Declaration. Except as is otherwise provided in Section 27, this Declaration shall not be revoked unless all the Owners and all first Mortgagees consent and agree to such revocation by instrument(s) duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership of at least seventy-five percent (75%) of the undivided interests in the common elements and all of the first Mortgagees of Condominium Units consent and agree to such amendment by instrument(s) duly recorded; provided, however, that the undivided interest in the common elements appurtenant to each Unit, as expressed in the Declaration, shall have a permanent character and shall not be altered without the consent of all of the Unit Owners and all of the first Mortgagees of Condominium Units as expressed in an amended Declaration duly recorded. The consent(s) of any junior Mortgagee shall not be required under the provisions of this Section. In determining whether the appropriate percentage of Mortgagee approval is obtained, each first Mortgagee shall have one (1) vote for each first Mortgagee owned.

Notwithstanding the foregoing, Declarant hereby reserves and is hereby granted the right and power, until such time as all Condominium Units within the Project are sold, to record a Special Amendment to this Declaration to amend this Declaration to: (i) comply with the requirements of the Federal National Mortgage Association and/or the Federal Home Loan Mortgage Corporation; and/or (ii) to induce any of such agencies or entities to make purchase, sell, insure, or guarantee first mortgages or deeds of trust covering Condominium Units. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a Special Amendment on behalf of each Owner and Mortgagee. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Condominium Unit and the acceptance thereof shall be deemed to be a grant and

acknowledgement of, and a consent to the reservation of, the power of Declarant to make, execute and record Special Amendments.

No Special Amendment made by Declarant shall affect or impair the lien of the first mortgage or deed of trust upon a Condominium Unit or any warranties made by an Owner or First Mortgagee in order to induce any of the above agencies or entities to make, purchase, insure, or guarantee the first mortgage or deed of trust on such Owner's Condominium Unit.

20. Additions, Alterations and Improvements - General and Limited Common Elements. There shall be no capital additions, alterations or improvements, of or to the general or limited common elements by the Association requiring an expenditure in excess of an amount equal to ten percent (10%) of the Association's budget for any calendar or fiscal year in any one calendar year without prior approval of a majority of the Owners, except in the event of an emergency. The limitations set forth above shall not apply to any expenditures made by the Association for maintenance and repair of the common elements as set forth in Section 17, supra, or for repair in the event of damage, destruction or condemnation as provided in Sections 27 and 28, infra.

21. Assessment for Common Expenses.

(a) All Owners, except Declarant, shall be obligated to pay the estimated common expense assessments (hereinafter sometimes referred to as "assessments") imposed by the Board of Managers of the Association to meet the common expenses and reserves. The assessments shall be made in proportion to each Owner's "Percentage of Responsibility" for payment of assessment, which Percentage of Responsibility is set forth on Exhibit B attached hereto and incorporated by reference herein. Declarant shall have no obligation to pay the estimated common expense assessment imposed by the Board of Managers of the Association to meet the common expenses and reserves on Units owned by Declarant. Declarant hereby agrees to pay to the Association a sum equal to the difference between the monthly cost of operating and maintaining the common elements, exclusive of reserves, and the amount of funds payable by the other Owners to the Association. This obligation of Declarant to subsidize the operations of the Association shall terminate when Declarant relinquishes its right to elect the Association's Board of Managers or on December 31, 1985, whichever event occurs first. Subsequent to the occurrence of either of the aforesaid events, Declarant shall be obligated, as any other Owner, in reference to Condominium Units then owned by Declarant to pay the estimated common expense assessments imposed by the Board of Managers to meet the common expenses and reserves. Except as provided elsewhere in this Declaration, the limited common elements shall be maintained as general common elements (except, however, this shall not impose upon the Association the obligation to clean balconies, porches, patios, and storage lockers or maintain and repair any air conditioning equipment which is a limited common element appurtenant to a Unit), and Owners having exclusive use thereof shall not be subject to any special charges or assessments for the repair or maintenance thereof.) Assessments for the estimated common expenses shall be payable in monthly installments and shall be due in advance on the first day of each calendar month. If any such monthly installment shall not be paid within ten (10) days after it shall become due and payable, the Association's Board of Managers may assess a "late charge" thereon in an amount not exceeding Ten Dollars (\$10.00) per month to cover the extra cost and expenses involved in handling such delinquent assessments. Each Owner hereby agrees that the Association's lien on a Condominium Unit for assessments as hereinbefore described shall be superior to the Homestead Exemption provided by

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Section 38-41-201, C.R.S. 1973 and each Owner hereby agrees that the acceptance of the deed or other instrument of conveyance in regard to any Condominium Unit within this Project shall signify such grantee's waiver of the Homestead right granted in said Section of the Colorado statutes. The Association or Board of Managers shall cause to be prepared, delivered or mailed to each Owner at least once each year a payment statement setting forth the estimated common expense assessments for the ensuing year. Regarding any special assessments, the Board of Managers may implement such procedure as it deems appropriate.

(b) In the event the ownership of a Condominium Unit, title to which is derived from Declarant, commences on a day other than the first day of the assessment period, the common expense assessments for that period will be prorated.

(c) Common expense assessments shall be based upon the cash requirements deemed to be such aggregate sum as the Board of Managers of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses relating to or connected with the administration, maintenance, ownership, repair, operation, addition, alteration and improvement of the common elements, the Project and personal property owned by the Association except as otherwise provided. Said sum may include, but shall not be limited to, expenses of management; taxes and special assessments until separately assessed; premiums for insurance; landscaping and care of grounds; common lighting and heating; repairs and renovations; trash collection; wages; common water and sewer charges; legal and accounting fees; management fees; expenses and liabilities incurred by the Association's Board of Managers on behalf of the Unit Owners under or by reason of this Declaration and the Articles of Incorporation and By-Laws of the Association; for the creation of reasonable contingency reserve, working capital and/or sinking funds; and any and all other costs and expenses relating to the common elements, and/or the Project.

(d) Each Owner shall be obligated to pay all charges for any separately metered utilities servicing his Condominium Unit. Water and sewer service and other utilities that are master metered shall be prorated equally among all Owners owning Condominium Units with any Building so metered. Such expenses shall be a part of the common expense assessments hereinbefore provided. The Association shall be responsible for the payment of all utility bills for water and sewer service and other utilities that are master metered. Further, the Association shall have the duty to maintain the water and sewer facilities located within the Condominium Project. In the event any Owner shall fail or refuse to pay his prorata share of the cost of such water, sewer and other utility service, then such Owner shall be in default and the Association shall have all of the same rights and remedies which have been granted to it in the event an Owner fails to pay any common expense assessment herein.

(e) The omission or failure to fix the assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification or a release of the Owners from their obligations to pay the same.

(f) The Association shall be obligated to establish a reserve fund for the maintenance, repair and replacement of those common elements that must be replaced periodically and such reserve fund shall be funded through the monthly payments of the common expenses and not by extraordinary special assessments.

(g) In addition to the assessments authorized above, the Association may at any time and from time to time, determine,

levy and assess in any assessment year, which determination, levy and assessment may be made by the Association's Board of Managers with or without vote of the members of the Association, a special assessment applicable to that particular assessment year for the purpose of defraying, in whole or in part, the unbudgeted costs, payments for any deficit remaining from a previous period, fees and expenses of any construction, reconstruction, repair, demolition, replacement or maintenance of the common elements, the Project, or any facilities located thereon, specifically including any fixtures and personal property related thereto. The amounts determined, levied and assessed pursuant hereto shall be assessed to each Owner in accordance with his "Percentage of Responsibility" set forth in Exhibit B attached hereto; and shall be due and payable as set forth in the Notice of Assessment promulgated by the Association's Board of Managers.

(h) All Owners of a particular Condominium Unit shall be jointly and severally liable to the Association for the payment of all assessments attributable to such Condominium Unit, including the annual assessment for common expenses and special assessments assessed against their particular Condominium Unit.

22. Insurance.

(a) The Board of Managers of the Association shall obtain and maintain at all times, to the extent obtainable, policies involving standard premium rates, established by the Colorado Insurance Commissioner, and written with companies licensed to do business in Colorado and having a Best's Insurance Report rating of A & X, covering the risks set forth below. The Board of Managers of the Association shall not obtain any policy where: (i) under the terms of the insurance company's charter, bylaws or policy, contributions or assessments may be made against the Mortgagor or Mortgagee's designee; or (ii) by the terms of carrier's charter, bylaws or policy, loss payments are contingent upon action by the company's Board of Directors, policyholders or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent Mortgagees or the Mortgagor from collecting insurance proceeds. The types of coverages to be obtained and risks to be covered are as follows, to-wit:

(1) Fire insurance with extended coverage and standard all risk endorsements, which endorsements shall include endorsements for vandalism and malicious mischief. Said casualty insurance shall insure the entire Condominium Project and any property, the nature of which is a common element (including all of the Units and fixtures therein initially installed by the Declarant but not including furniture, furnishings or other personal property supplied by or installed by Unit Owners) together with all service equipment contained therein in an amount equal to the full replacement value, without deduction for depreciation. All policies shall contain a standard non-contributory mortgage clause in favor of each Mortgagee of a Condominium Unit, which shall provide that the loss, if any, thereunder, shall be payable to the Golden Ridge Condominium Association, Inc. for the use and benefit of Mortgagees as their interests may appear.

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

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

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

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

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

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

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

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

(e) In the event that there shall be any damage or destruction to, or loss of or taking of a Unit which exceeds \$1,000.00

or any damage or destruction to, or loss to or taking of the common elements which exceeds \$10,000.00, then notice of such damage or loss or taking shall be given by the Association to each first Mortgagee of said Condominium Unit within ten (10) days after the occurrence of such event and the cost of repair is determined.

23. Owner's Personal Obligation for Payment of Assessments. The amount of the common expenses assessed against each Condominium Unit shall be the personal and individual debt of the Owner thereof. No Owner may exempt himself from liability for his contribution for the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his Unit. The Board of Managers shall have the responsibility to take prompt action to collect any unpaid assessment which remains unpaid for more than twenty (20) days from the due date for payment thereof. In the event of default in the payment of the assessment, the defaulting Condominium Unit Owner shall be obligated to pay interest at the rate of ten percent (10%) per annum on the amount of the assessment from due date thereof, together with all incurred expenses, including attorney's fees, and together with late charges as hereinabove described. A suit to obtain a money judgment for unpaid common expenses shall be maintainable without constituting an election of remedies or waiving the lien securing said debt.

24. Assessment Lien.

(a) All sums assessed but unpaid for the share of common expenses, whether general or special, chargeable to any Condominium Unit shall constitute a lien on such Condominium Unit superior to all other liens and encumbrances, except only for:

(1) real estate taxes and special assessment liens on the Condominium Unit in favor of any public or quasi-public assessing entity; and

(2) all sums unpaid on a first Mortgage or first deed of trust of record, including advances and all unpaid obligatory sums as may be provided by such encumbrances.

To evidence such lien, the Board of Managers shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of the accrued interest and late charges thereon, the name of the owner of the Condominium Unit and a description of the Condominium Unit. Such a notice shall be signed by one of the Board of Managers or by one of the officers of the Association and shall be recorded in the office of the Clerk and Recorder of the County of Jefferson, Colorado. Such lien shall attach on the date the Notice of Assessment is recorded. Such lien may be enforced by the foreclosure of the defaulting Owner's Condominium Unit by the Association in like manner as a mortgage on real property.

(b) An Owner shall be required to pay the costs, expenses and attorney's fees incurred by the Association in regard to any such default including the cost of preparation and filing the lien, and, in the event of foreclosure proceedings, all additional costs, expenses and attorney's fees incurred. An Owner of the Condominium Unit being foreclosed shall be required to pay to the Association the monthly common expense assessment for the Condominium Unit during the period of foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association shall have the power and authority to bid for the Condominium Unit at a foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same during such proceeding and its ownership thereof.

(c) Any Mortgagee holding a lien on a Condominium Unit may pay, but shall not be required to pay, any unpaid common expenses payable with respect to such Condominium Unit, and upon such payment, such Mortgagee shall have a lien on such Condominium Unit for the amounts paid of the same rank as the lien of his encumbrance without the necessity of having to record a notice or claim of such lien. The Association shall report to the Mortgagee of a Condominium Unit upon written request any unpaid assessment remaining unpaid for longer than thirty (30) days after the same is due, or other default of any covenant, condition, obligation or term of this Declaration not cured within thirty (30) days; provided, however, that a Mortgagee shall have furnished to the Association, notice of such encumbrance.

(d) Any recorded lien for non-payment of the common expenses may be released by recording a Release of Lien executed by an officer or Manager of the Association.

(e) Declarant states in accordance with the requirements of the Colorado Condominium Ownership Act, that it is possible that liens other than mechanic's liens, assessment liens and tax liens, may be obtained against the common elements, including judgment liens and purchase money mortgage liens.

25. Liability for Common Expenses upon Transfer of Condominium as Joint.

(a) A grantee of a Condominium Unit, except for any first Mortgagee who acquires title of a Condominium Unit pursuant to the remedies provided in its Mortgage or becomes an Owner of a Condominium Unit pursuant to foreclosure of its Mortgage or by the taking of a deed in lieu thereof, shall be jointly and severally liable with the grantor for all unpaid common expense assessments against the latter for the unpaid common expense assessments up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee therefor; provided, however that upon payment of a reasonable fee not to exceed Twenty Five Dollars (\$25.00), and upon written request, any such prospective grantee shall be entitled to a statement from the Board of Managers or Managing Agent of the Association, setting forth the amount of the current monthly common expense assessment, the date that such assessment becomes due and any credits for any advanced payments of common expenses and prepaid items, such as insurance premiums, and accumulated amounts for reserves, if any, which statement shall be conclusive upon the Association. Unless such request for such a statement shall be complied with within ten (10) business days from receipt thereof, then such requesting grantor shall not be liable for, nor shall the Unit conveyed be subject to a lien therefor, together with all costs of collection, interest, penalties and reasonable attorney's fees.

(b) Upon receipt of a written request from an Owner, any Mortgagee or prospective Mortgagee of a Condominium Unit, and upon payment of a reasonable fee not to exceed Twenty Five Dollars (\$25.00), the Association, through any officer or the Board of Managers or by its Managing Agent, shall issue a written statement of account setting forth the amount of the unpaid common expenses, if any, with respect to the subject Condominium Unit, the amount of the current monthly common expense assessment and the date that such assessment becomes due, the amount of any credit for any advanced payments of common expense assessments and for prepaid items (such as insurance premiums, but not including accumulated amounts for reserves, if any), which statement shall be conclusive upon the Association.

Such request for a statement of indebtedness shall be issued within ten (10) business days from receipt thereof.

(c) Notwithstanding the terms and conditions of Section 25(a), supra, in the event of any default on the part of any Owner under any first Mortgage which entitles the holder thereof to foreclose the same, any sale under such foreclosure, including delivery of a deed to the first Mortgagee in lieu of such foreclosure, shall be made free and clear of the provisions of Section 25(s) relating to the liability of a grantee for the unpaid common expense assessments of his grantor. Further, no first Mortgagee shall be liable for any unpaid common expense assessments accruing prior to the time such Mortgagee becomes the Owner of any Condominium Unit or takes possession of a Condominium Unit pursuant to the remedies provided in its Mortgage, whichever event is later.

26. Encumbrances - Priority. The Owner of a Condominium Unit may create a junior Mortgage, liens or encumbrances on his Condominium Unit; provided, however, that any such junior Mortgage, lien or encumbrance shall always be subordinate to the prior and paramount lien of the Association for common expenses and all of the terms, conditions, covenants, restrictions, uses, limitations, and obligations under this Declaration, the Association's Articles of Incorporation and Bylaws, and provided further that such junior Mortgagee(s) hereby releases, for purposes of restoration of any improvements within the Project, all of his right, title and interest in and to the proceeds under all insurance policies purchased by the Association. If confirmation of such release shall be required upon written request of the Association, and if such request is not granted, such release may be executed by the Association as attorney-in-fact for such junior Mortgagee.

27. Destruction, Damage or Obsolescence - Association as Attorney-in-Fact. This Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the Project in the event of its destruction, damage, obsolescence or condemnation, including the repair, replacement and improvement of any Condominium Units, Buildings, common elements or other portion of the Project which has been so destroyed, damaged, condemned or becomes obsolete. Title to any Condominium Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed or other instrument of conveyance from the Declarant or from any Owner or grantor shall constitute appointment of the attorney-in-fact herein provided. All of the Owners irrevocably constitute and appoint the Golden Ridge Condominium Association, Inc. as their true and lawful attorney in their name, place and stead, for the purpose of dealing with the Project upon its damage, destruction, obsolescence or condemnation as is hereinafter provided. As attorney-in-fact, the Association, by its President and Secretary or Assistant Secretary or its other duly authorized officers and agents, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of a Condominium Unit Owner which are necessary and appropriate to exercise the powers herein granted. In the event that the Association is dissolved or becomes defunct, a meeting of the Condominium Unit Owners shall be held within thirty (30) days after either such event. At such meeting a new attorney-in-fact, to deal with the Project upon its destruction, damage, obsolescence, or condemnation shall be appointed. Said appointment must be approved by the Owners representing an aggregate ownership interest of seventy-five percent (75%) or more of the common elements and at least seventy-five percent (75%) of the first Mortgagees of the Condominium

Units. Repair and reconstruction of the improvements as used in the succeeding subparagraphs means restoring the improvement(s) to substantially the same condition in which they existed prior to the damage, with each Unit and the general and limited common elements having substantially the same vertical and horizontal boundaries as before, and all improvements being reconstructed or repaired in substantial conformance with the Project's original architectural plan and scheme to the extent then reasonably and economically feasible. The proceeds of any insurance collected shall be available to the Association for the purpose of repair, restoration, reconstruction or replacement unless all of the Owners and all first Mortgagees agree not to rebuild in accordance with the provisions hereinafter set forth.

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

(b) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is not more than seventy percent (70%) of the total replacement cost of all of the Condominium Units in this Project, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association as attorney-in-fact, using the proceeds of insurance and the proceeds of a special assessment to be made against all of the Owners and their Condominium Units. Such special assessment shall be a common expense and made pro rata according to each Owner's Percentage of Responsibility and shall be due and payable within thirty (30) days after written notice thereof. The Association shall have full authority, right and power as attorney-in-fact, to cause the repair, replacement or restoration of the improvement(s) using all of the insurance proceeds for such purpose, notwithstanding the failure of an Owner to pay the assessment. The assessment provided for herein shall be a debt of each Owner and a lien on his Condominium Unit and may be enforced and collected as is provided in Section 24. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the Condominium Unit of any Owner refusing or failing to pay such deficiency assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the Condominium Unit of the delinquent Owner shall be sold by the Association, as attorney-in-fact, pursuant to the provisions of this Section. Assessments for the common expenses shall not be abated during the period of insurance adjustment and repair and reconstruction. The delinquent Owner shall be required to pay to the Association the costs and expenses for filing the notice, interest at a rate of ten percent (10%) per annum, on the amount of the assessment and all reasonable attorney's fees. The proceeds derived from the sale of such Condominium Unit shall be used and disbursed by the Association, as attorney-in-fact, in the following order:

(1) For payment of the balance of the lien of any first Mortgage;

(2) For payment of taxes and special assessments liens in favor of any assessing entity and the customary expenses of sale;

(3) For payment of unpaid common expenses and all costs, expenses and fees incurred by the Association;

(4) For payment of junior liens and encumbrances in the order of and to the extent of their priority; and

(5) The balance remaining, if any, shall be paid to the Condominium Unit Owner.

(c) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is more than seventy percent (70%) of the total replacement cost of all of the Condominium Units in this Project, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of a special assessment to be made against all of the Owners and their Condominium Units, provided, however, that Owners representing an aggregate ownership interest of seventy-five percent (75%) or more of the common elements and at least seventy-five percent (75%) of the first Mortgagees of record may agree not to repair or reconstruct the improvements; and in such event, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's President and Secretary or Assistant Secretary, the entire Project shall be sold by the Association pursuant to the provisions of this Section, as attorney-in-fact, for all of the Owners, free and clear of the provisions contained in this Declaration, the Map, Articles of Incorporation and Bylaws. Assessments for common expenses shall not be abated during the period prior to sale. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each Owner's interest in the common elements, and such divided proceeds shall be paid into separate accounts, each such account representing one of the Condominium Units. Each such account shall be in the name of the Association, and shall be further identified by the Condominium Unit designation and the name of the Owner. From each separate account the Association, as attorney-in-fact shall forthwith use and disburse the total amount of each of such accounts, without contribution from one account to another, toward the partial or full payment of the lien of any first Mortgagee encumbering the Condominium Unit represented by such separate account. Thereafter, each such account shall be supplemented by the apportioned amount of the proceeds obtained from the sale of the entire Property. Such apportionment shall be based upon each Condominium Unit Owner's interest in the common elements. The total funds of each account shall be used and disbursed, without contribution, from one account to another by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in subsection (b)(1) through (5) of this Section. In the event that the damage is to be repaired or reconstruction is to be made then the provisions of Section 27(b) shall apply.

(d) The Owners representing an aggregate ownership interest of eighty percent (80%) or more, of the common elements in this Project may agree that the common elements are obsolete and adopt a plan for the renewal and reconstruction, which plan must have the approval of at least eighty percent (80%) of the first Mortgagees of record at the time of the adoption of such plan. If a plan for the renewal or reconstruction is adopted, notice of such plans shall be recorded, and the expense of renewal and reconstruction shall be payable by all of the Owners as a common expense, whether or not they have previously consented to the plan of renewal and reconstruction. The Association, as attorney-in-fact, shall have the

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absolute right and power to sell the Condominium Unit of any Owner refusing or failing to pay such assessment within the time provided, and if not so paid the Association shall cause to be recorded a notice that the Condominium Unit of the delinquent Owner shall be sold by the Association. The delinquent Owner shall be required to pay to the Association the costs and expenses for filing the notices, interest at the rate of ten percent (10%) per annum, and all reasonable attorney's fees. The proceeds derived from the sale of such Condominium Unit shall be used and disbursed by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in subsection (b)(1) through (5) of this section.

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

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

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

(b) Complete Taking.

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

(2) On the basis of the principle set forth in the last preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which

each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable in the same manner provided in Section 27(b)(1) through (5).

(c) Partial Taking. In the event that less than the entire Condominium Project is taken or condemned, sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: as soon as practicable the Association shall reasonably and in good faith, allocate the Condemnation Award between compensation, damages or other proceeds and shall apportion the amounts so allocated among the Owners as follows: (i) the total amount allocated to taking of or injury to the common elements, shall be apportioned among the Owners on the basis of each Owner's interest respectively in the common elements; (ii) the total amount allocated to severance damages shall be apportioned to those Condominium Units which were not taken or condemned; (iii) the respective amounts allocated to the taking of or damaged to a particular Unit and to the improvements an Owner has made within his own Unit shall be apportioned to the particular Unit involved and (iv) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances or as determined by judicial decree. If the allocation of the Condemnation Award is already established in negotiations, judicial decree or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be disbursed as soon as practicable in the same manner provided in Section 27(b)(1) through (5).

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

29. Reorganization. In the event a partial taking results in the taking of a complete Unit, the Owner thereof automatically shall cease to be a member of the Association, shall cease to hold any right, title or interest in the remaining common elements and shall execute any and all documents necessary to accomplish the same. Thereafter, the Association shall reallocate the ownership, voting rights and assessment ratio in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Owners and to the first Mortgagees of all remaining Units for amendment of this Declaration as provided in Section 19.

30. Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Section 27.

31. Registration of Mailing Address. Each Owner shall register his mailing address and the name and address of his first Mortgagee, if any, with the Association and notices or demands intended to be served upon an Owner shall be sent by mail, postage prepaid, addressed in the name of the Owner and first Mortgagee at such registered address. Copies of such notices shall be sent to first Mortgagees in a like manner, except when such notices pertain to matters specifically relating to Mortgagee(s), in which case such notice shall be sent certified, return receipt requested or registered.

32. Period of Condominium Ownership. The separate condominium estates created by this Declaration and the Map shall continue until this Declaration is revoked in the manner and as provided in Section 19 of this Declaration or until terminated in the manner and as is provided in Section 27 and 28 of this Declaration.

33. Assessment Reserves and Working Capital Account. Each Owner other than the Declarant, shall be required to deposit at the time of initial purchase and thereafter to maintain with the Association a sum equal to two (2) times the amount of the original estimated monthly common expense assessments, which sum shall be used by the Board of Managers as a reserve for paying such Owner's common expense assessment, for capital repairs and/or replacements, purchase of equipment and for extraordinary common expenses. Such advance payment shall not relieve an Owner from making the regular monthly common expense assessment as the same come due. Upon the sale of his Condominium Unit, an Owner shall be entitled to a credit from his grantee for any unused portion thereof. Failure to so maintain said fund shall constitute a default on behalf of an Owner and the Association shall be entitled to proceed under the remedies granted to it in Section 18, supra. Any interest accruing on such deposit shall not be required to be distributed by the Association. However, such interest if any, for tax purposes is hereby recognized and declared to be a constructive receipt received by an Owner.

34. Restrictive Covenants and Obligations.

(a) Subject to subsection (b) hereof, the Project is hereby restricted to residential dwellings for residential use and uses related to the convenience and enjoyment of such residential use. No residential Buildings other than Buildings shown on the Map shall be erected or constructed on the property except by vote of the majority in interest of the Condominium Unit Owners. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used or permitted to be kept or stored on any portion of the Project at any time either temporarily or permanently.

(b) Notwithstanding any provisions herein contained to the contrary, it shall expressly be permissible for the Declarant, his agent, employees and contractors to use and maintain, at no cost, during the period of construction and sale of the Condominium Units, upon such portion of the Project as Declarant may choose, including any of the recreational facilities, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient, or incidental to the construction and sale or rental of Condominium Units, including, but without limitation, a business office, storage area, construction yards, signs, model units, sales office, construction office, parking areas and lighting.

(c) No animals, livestock or poultry of any kind shall be raised, bred or kept on the Project, except that not more than one dog, cat or other household pet weighing not more than ten (10) pounds may be kept per Unit; provided, however, that the right to keep a household pet shall be coupled with the responsibility to pay for any damage caused by an Owner's pet. Every Owner of a pet shall maintain strict control over his pet and shall prohibit the pet from making loud, disturbing noises or any other behavior reasonably annoying to other Owners. The Association may adopt rules and regulations in regard to such household pets, including regulations limiting the size of such pets.

(d) No advertising signs, (except as permitted in certain areas periodically designated by the Association's Board of Managers), unsightly objects or nuisances shall be erected, placed

or permitted to remain on the Project, nor shall the Project be in any way or for any purpose which may endanger the health or reasonably disturb the Owner of any Condominium Unit or any resident thereof. Further, no business activities of any kind whatever shall be conducted in any Building or in any portion of the Project except those permitted by law and the Board of Managers (the exercise of its discretion may be inconsistent) and only if such activities are categorized as "household occupations"; provided, however, that the foregoing restriction shall not apply to the business activities, signs and billboards or the construction and maintenance of Buildings and improvements, if any, of the Declarant, its agents, contractors and assigns during the sale and rental period.

(e) No nuisance shall be allowed on the Condominium Project, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful enjoyment or possession and proper use of the Project by its residents. All parts of Project shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage be allowed to accumulate nor any fire hazard to exist.

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

(g) Except for those improvements erected or installed by the Declarant, no exterior additions to, alterations of or decoration of any Buildings, nor changes in fences, hedges, walls and other structures shall be commenced, erected or maintained without the prior written approval of the Association's Board of Managers.

(h) No commercial type vehicles, campers, trailers, boats, recreational vehicles and no trucks shall be stored or parked on the common elements nor shall they be parked on any common driveway except while engaged in transport to or from a Building. Further, doors to any garages shall be kept closed at all times except during ingress and egress.

(i) Abandoned or inoperable automobiles or vehicles of any kind, except as hereinafter provided, shall not be stored or parked on any portion of the Project. An "abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of three (3) weeks or longer; provided however, this shall not include vehicles parked by Owners while on vacation. A written notice describing the "abandoned or inoperable vehicle" and requesting removal thereof may be personally served upon the Owner or posted on the unused vehicle and if such vehicle has not been removed within seventy-two (72) hours thereafter, the Association shall have the right to remove the same without liability to it, and the expense thereof shall be charged against the Owner. If such Owner shall be a member of the Association, the cost thereof shall be added to his next assessment due.

(j) Nothing shall be done or kept in any Condominium Unit or in or on the common elements, or any part thereof, which would result in the cancellation of the insurance on the Project, or any part thereof, or increase in the rate of insurance on the Project or any part thereof, over what the Association, but for such activity, would pay, without the prior written approval of the Association. Nothing shall be done or kept in any Condominium Unit or in or on the common elements, or any part thereof,

which would be in violation of any statute, rule, ordinance, regulation, permit or other imposed requirement of any governmental body. No damage to or waste of the common elements, or any part thereof, shall be committed by an Owner or by any member of the Owner's family or by any guest, invitee, tenant or contract purchaser of an Owner and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from such damage or waste caused by him, the members of his family, or his guests, invitees, tenant or contract purchasers.

(k) Without the prior written approval of the Association, no new exterior television, radio or other communication antennas or aeriels of any type shall be placed, allowed or maintained on any portion of the common elements or the Project.

(l) The Owner of a Condominium Unit shall have the right to lease his Condominium Unit under the following conditions:

(1) No Owner may lease less than his entire Condominium Unit;

(2) All leases shall be in writing;

(3) All leases shall provide that the terms of the lease and lessee's occupancy of the Condominium Unit shall be subject in all respects to the provisions of this Declaration and to the provisions of the Articles of Incorporation and Bylaws of the Association. Any failure by the lessee to comply therewith shall be a default under the lease. Any Owner who leases his Condominium Unit shall, within ten (10) days after the execution of such lease, forward a copy of the same to the Association or the Association's Managing Agent.

(4) Except for a first Mortgagee in possession of a Condominium Unit following the default under its Mortgage or in connection with foreclosure proceedings or any deed or other arrangement in lieu of foreclosure proceedings by such first mortgagee, no Owner may lease his Condominium Unit for transient or hotel purposes.

(m) Without the prior written approval of the Association's Board of Managers, no Condominium Unit within the Project shall be permanently occupied by any person under the age of sixteen (16) years.

(n) No Owner of a Condominium Unit shall regularly conduct any retailing activities, sales or offer of sales of any articles whatsoever within either their Condominium Unit or the common elements within the Condominium Project.

(o) Additional and supplemental rules and regulations may be adopted by the Board of Managers concerning and governing the use of the general and limited common elements; provided, however, that such rules and regulations shall be furnished to Owners prior to the time that they become effective and that such rules and regulations shall be uniform and non-discriminatory except to the extent the Board has discretionary rights specifically given to it in this Declaration.

35. Association Right to Acquire Additional Property.

(a) The Board of Managers may acquire and hold for the benefit of all of the Condominium Unit Owners tangible personal

property and may dispose of the same by sale or otherwise. The beneficial interest in any such property shall be owned by all of the Condominium Unit Owners in the same proportions as their respective interests in the common elements, and such interest therein shall not be transferable except with a conveyance of a Condominium Unit. A conveyance of a Condominium Unit shall transfer to the grantee ownership of the grantor's beneficial interest in all such property interests associated with and appurtenant to the subject Condominium Unit.

(b) The Owners of the Condominium Units described in Exhibit B shall have a perpetual non-exclusive easement in common with all other Condominium Unit Owners in this Condominium Project, on, over and across driveways and extensions thereof which are located on the Condominium Project for purposes of ingress and egress to and from the Units from the public street which adjoins the Condominium Project and any other common element so designated on the Map or Maps; subject, however, to reasonable regulations adopted and amended by the Association.

36. Recreational Amenities: Declarant acknowledges that the Project contains the following recreational facilities, which are part of the common elements: pool, clubhouse containing sauna, workout room, recreational room, party room; and lake. Said facilities shall only be available to the residents of the Condominium Units within the Project, (i.e., the Owners or the Owner's Lessee's and their guests). No special or additional fees shall be charged for use of said facilities.

37. Condition of Premises. Any Owner who acquires title to a Condominium Unit from the Declarant hereby acknowledges and agrees that the Declarant makes no warranty as to the fitness of said Condominium Unit or the electrical, plumbing, heating and air conditioning systems situate therein. Furthermore, Declarant does not make any warranties concerning the structural integrity, footings, foundations or roofs of the Building, or the condition and operation of the swimming pool, recreational building and other facilities.

38. General Reservations.

(a) Notwithstanding any other provisions expressly or impliedly to the contrary contained in this Declaration, the Articles of Incorporation or Bylaws of the Association, Declarant reserves the right to elect the Board of Managers of the Association until all of the Condominium Units in the entire Project have been conveyed, or December 31, 1985, whichever first occurs.

(b) Notwithstanding any other provisions expressly or impliedly to the contrary contained in this Declaration, Declarant reserves the exclusive right to act as or appoint and discharge, from time to time, the Managing Agent until Declarant conveys all of said Condominium Units in the Condominium Project, or December 31, 1985, whichever first occurs.

39. Reservation to Enlarge and Supplement Condominium Project.

(a) Declarant, for itself, its successors and assigns, expressly reserves at any time prior to December 31, 1985, the right to enlarge this Condominium Regime by submitting additional real property (which is described on Exhibit D attached hereto and incorporated herein by reference) and improvements. Such additions shall be expressed in and by a duly recorded Supplement to this Declaration and by filing for record an additional section or

supplement to the Map. The reference to the Map and Declaration in any instrument shall be deemed to include any supplements to the Map and Declaration without specific reference thereto.

(b) Such Supplements to this Declaration shall provide for a division of such additionally submitted real property and improvements into Condominium Units. Each Unit shall be separately designated, and each building shall be identified by a symbol or designation dissimilar to any other building in the Condominium Project. The undivided interest in and to the common elements appurtenant to each such Unit shall not be a part of the common elements of the Condominium Units described and initially created by this Declaration and the Map nor a part of the common elements of subsequently submitted Condominium Units; provided, however, that all Owners of Condominium Units in this Condominium Project shall have a non-exclusive right in common with all of the other Owners to use the sidewalks, pathways, driveways, recreational facilities and all other common elements within this entire Condominium Project so designated on the Map and all amendments and Supplements thereto.

(c) Except as may be otherwise provided by the provision of such Supplement(s) to this Declaration, all of the provisions contained in this Declaration shall be applicable to such additional Condominium Units submitted to this Condominium Regime.

(d) As additional Condominium Units are submitted to this Condominium Project, and in order that the common expenses of this Condominium Project be shared proportionately and equitably by the Owners of the Initial Condominium Units and the Owners of all additional Condominium Units, the common expenses for each Unit within the project shall be determined by multiplying the total amount of Funds needed by a fraction, the numerator of which is each Unit's percentage of responsibility and the denominator of which is the aggregate of all of the percentages of responsibility assigned to all Condominium Units. Further, each Condominium Unit, regardless of the number of owners, shall be entitled to one vote for all purposes hereunder and shall not change by the enlargement of the Condominium Project or otherwise.

(e) Each Owner shall have the non-exclusive right, together with all other Owners, to use all common elements, open spaces, recreational facilities, grass and landscaping areas and all other areas in the Regime which are not herein specifically dedicated to the use of less than all of the Owners. This easement shall be irrevocable and shall be for the purposes of egress and ingress, recreational and social use and shall apply to all property hereafter committed to this Condominium Regime.

(f) It is contemplated that additional lands reflected on Exhibit D will ultimately be committed to this Regime, but the Declarant, its appointees, successors and assigns, shall have no affirmative obligation to do so. The rights of the Declarant, its appointees, successors and assigns, as described in Paragraph 38 hereof, shall apply to all properties which are added to this Regime in accordance with these provisions relating to enlargement thereof. Therefore, by way of example, Declarant shall manage the entire Condominium Regime until such time as eighty (80%) of the Condominium Units in the entire Project as enlarged, from time to time, are conveyed.

40. Acceptance of Provisions of All Documents. The conveyance or encumbrance of a Condominium Unit shall be deemed to include the acceptance of all of the provisions of this Declaration, the Articles of Incorporation and Association Bylaws and

Rules and Regulations and Management Agreement and shall be binding upon each grantee without the necessity of inclusion of such an express provision in the instrument of conveyance or encumbrance.

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

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

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

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

IN WITNESS WHEREOF, Declarant has duly executed this Declaration this 9th day of November, A.D., 1979.

GOLDEN GROUP, a California General Partnership

By: [Signature]

STATE OF COLORADO)
) ss:
City & County of Denver)

The above and foregoing Declaration was subscribed and sworn to before me this 9th day of November, A.D., 1979, by Kenneth E. Green as General Partner of Golden Group, a California General Partnership.

My commission expires: 12/31/1981

[Signature]
Notary Public

EXHIBIT A
TO
CONDOMINIUM DECLARATION
FOR
GOLDEN RIDGE CONDOMINIUMS
LEGAL DESCRIPTION

A part of GOLDEN RIDGE, a Planned Unit Development plat recorded in Book 40 at Page 31 of the Jefferson County Records, which is part of the SE 1/4 of Section 3, Township 4 South, Range 70 West of the 6th Principal Meridian, City of Golden, County of Jefferson, State of Colorado, more particularly described as follows:

Commencing at the Southeast corner of the SE 1/4 of Section 3, Township 4 South, Range 70 West of the 6th Principal Meridian; thence N 89°48'26" W (based on the East line of the SE 1/4 of said Section 3, having a bearing of N 0°24'00" W, as defined by the Colorado State Highway Department in Book 699 at Page 256 of the Jefferson County Records), along the South line of the SE 1/4 of said Section 3, 1,289.22 feet to a point 25 feet East of the SW corner of the SE 1/4 SE 1/4 of said Section 3; thence N 13°25'12" E, 123.27 feet to a point on a line, which line is 120 feet North of and parallel to the South line of said SE 1/4, the true point of beginning; thence N 13°25'12" E, a distance of 579.24 feet; thence N 47°18'08" W, a distance of 180.00 feet; thence S 89°41'52" W, a distance of 50.00 feet; thence N 59°37'26" W, a distance of 250.00 feet; thence S 47°30'05" W, a distance of 484.36 feet to the East line of County Road #93; thence S 02°48'43" E, along the East line of said County Road #93, a distance of 563.02 feet to a point on a line, which line is 40 feet North of and parallel to the South line of said SE 1/4; thence S 89°48'26" E, parallel with said South line, 305.03 feet; thence N 20°28'26" E, 85.29 feet to a point on a line, which line is 120.00 feet North of and parallel to the South line of said SE 1/4; thence S 89°48'26" E, parallel with said South line, 268.17 feet to the TRUE POINT OF BEGINNING, containing 11.434 acres more or less.

Together with an easement for ingress and egress and drainage described as Easement A and subject to easements for ingress and egress described as Easements A, C, D, E and F.

Easement A: An easement for ingress/egress and drainage which is part of the SE 1/4 of Section 3, Township 4 South, Range 70 West of the 6th Principal Meridian, City of Golden, County of Jefferson, State of Colorado, being more particularly described as follows:

Commencing at the Southeast corner of the SE 1/4 of Section 3, Township 4 South, Range 70 West of the 6th Principal Meridian; thence N 89°48'26" W (based on the East line of the SE 1/4 of said Section 3, having a bearing of N 0°24'00" W, as defined by the Colorado State Highway Department in Book 699, at Page 256 of the Jefferson County Records), along the South line of the SE 1/4 of said Section 3, 1,289.22 feet to a point 25 feet East of the SW corner of the SE 1/4 SE 1/4 of said Section 3; thence N 13°25'12" E,

702.51 feet; thence N 47°18'08" W, a distance of 180.00 feet; thence S 89°41'52" W, a distance of 60.00 feet; thence N 59°37'26" W, a distance of 250.00 feet; thence S 47°30'05" W, a distance of 192.09 feet to the True Point of Beginning; thence continuing S 47°30'05" W, 54.34 feet; thence on a curve to the right, having a central angle of 39°01'02", a radius of 170 feet, an arc length of 115.77 feet, and a chord which bears N 63°30'05" W, 113.54 feet; thence N 43°59'33" W, 83.97 feet; thence N 90°00'00" W, 27.66 feet to the East line of County Road #93; thence Northerly along said East line, on a curve to the right, having a central angle of 04°22'12", a radius of 802.68 feet, and an arc length of 61.22 feet; thence S 66°27'23" E, 16.81 feet; thence on a curve to the right, having a central angle of 22°27'50", a radius of 120 feet, an arc length of 47.05 feet, and a chord which bears S 55°13'28" E, 46.75 feet; thence S 43°59'33" E, 83.97 feet; thence on a curve to the left, having a central angle of 41°19'04", a radius of 130 feet, an arc length of 93.75 feet, and a chord which bears S 64°39'05" E, 91.73 feet; thence S 85°16'37" E, 30.11 feet to the True Point of Beginning.

Easement B: An easement for ingress/egress, which is part of the SE 1/4 of Section 3, Township 4 South, Range 70 West of the 6th Principal Meridian, City of Golden, County of Jefferson, State of Colorado, being more particularly described as follows:

Commencing at the Southeast corner of the SE 1/4 of Section 3, Township 4 South, Range 70 West of the 6th Principal Meridian; thence N 89°48'26" W (based on the East line of the SE 1/4 of said Section 3, having a bearing of N 0°24'00" W, as defined by the Colorado State Highway Department in Book 699, at Page 256 of the Jefferson County Records), along the South line of the SE 1/4 of said Section 3, 1,289.22 feet to a point 25 feet East of the SW corner of the SE 1/4 SE 1/4 of said Section 3; thence N 13°25'12" E, 702.51 feet; thence N 47°18'08" W, a distance of 180.00 feet; thence S 89°41'52" W, a distance of 60.00 feet to the True Point of Beginning; thence N 59°37'26" W, a distance of 215.00 feet; thence S 64°22'13" W, 115.27 feet to the Northwest line of GOLDEN RIDGE CONDOMINIUMS, PHASE NO. 1; thence S 47°30'05" W, 146.43 feet; thence S 42°29'55" E, 35.00 feet; thence N 47°30'05" E, 158.47 feet; thence N 64°22'13" E, 77.63 feet; thence S 59°37'26" E, 160.00 feet; thence N 82°50'26" E, 49.24 feet to the True Point of Beginning.

Easement C: A 25 foot wide easement for ingress/egress, which is a part of the SE 1/4 of Section 3, Township 4 South, Range 70 West of the 6th Principal Meridian, being 12.5 feet on each side of the following described centerline:

Commencing at the Southeast corner of the SE 1/4 of Section 3, Township 4 South, Range 70 West of the 6th Principal Meridian; thence N 89°48'26" W (based on the East line of the SE 1/4 of said Section 3, having a bearing of N 0°24'00" W, as defined by the Colorado State Highway Department in Book 699, at Page 256 of the Jefferson County Records), along the South line of the SE 1/4 of said Section 3, 1,289.22 feet to a point 25 feet East of the SW corner of the SE 1/4 SE 1/4 of said Section 3; thence N 13°25'12" E, a distance of 702.51 feet; thence N 47°18'08" W, a distance of 180.00 feet; thence S 89°41'52" W, a distance of 60.00 feet; thence N 59°37'26" W, a distance of 250.00 feet; thence S 47°30'05" W, a distance of 484.36 feet to the East line of County Road #93; thence S 02°48'43" E, a distance of 440.58 feet to the True Point of Beginning; thence N 84°03'08" E, 234.91 feet to a point of curve; thence along a curve to the right, having a central angle of 202°26'24", a radius of 53.50 feet, an arc length of 189.03 feet, and a chord which bears S 5°16'19" W, 104.96 feet; thence

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N 73°30'30" W, 124.16 feet; thence S 84°03'08" W, 102.77 feet to a point on the East line of County Road #93, which point is the Point of Terminus.

- Easement D: A 5 foot wide easement for ingress/egress, which is a part of the SE 1/4 of Section 3, Township 4 South, Range 70 West of the 6th Principal Meridian, being 2.5 feet on each side of the following described centerline:

Commencing at the Southeast corner of the SE 1/4 of Section 3, Township 4 South, Range 70 West of the 6th Principal Meridian; thence N 89°48'26" W (based on the East line of the SE 1/4 of said Section 3, having a bearing of N 0°24'00" W, as defined by the Colorado State Highway Department in Book 699, at Page 256 of the Jefferson County Records), along the South line of the SE 1/4 of said Section 3, 1,289.22 feet to a point 25 feet East of the SW corner of the SE 1/4 SE 1/4 of said Section 3; thence N 13°25'12" E, a distance 702.51 feet; thence N 47°18'08" W, a distance of 180.00 feet; thence S 89°41'52" W, a distance of 60.00 feet; thence S 59°37'26" W, a distance of 250.00 feet; thence S 47°30'05" W, a distance of 484.36 feet to the East line of County Road #93; thence S 02°48'43" E, a distance of 440.58 feet; thence N 84°03'08" E, 234.91 feet to a point of curve; thence along a curve to the right, having a central angle of 137°45'22", a radius of 53.50 feet, an arc length of 128.63 feet, and a chord which bears S 27°04'12" E, 99.81 feet to the True Point of Beginning; thence S 48°11'31" E, 54.23 feet to a point on the South line of GOLDEN RIDGE CONDOMINIUMS, PHASE I, which point is the Point of Terminus.

- Easement E: A 25 foot wide easement for ingress/egress, which is a part of the SE 1/4 of Section 3, Township 4 South, Range 70 West of the 6th Principal Meridian, being 12.5 feet on each side of the following described centerline:

Commencing at the Southeast corner of the SE 1/4 of Section 3, Township 4 South, Range 70 West of the 6th Principal Meridian; thence N 89°48'26" W (based on the East line of the SE 1/4 of said Section 3, having a bearing of N 0°24'00" W, as defined by the Colorado State Highway Department in Book 699, at Page 256 of the Jefferson County Records), along the South line of the SE 1/4 of said Section 3, 1,289.22 feet to a point 25 feet East of the SW corner of the SE 1/4 SE 1/4 of said Section 3; thence N 13°25'12" E, a distance of 702.51 feet; thence N 47°18'08" W, a distance of 180.00 feet; thence S 89°41'52" W, a distance of 60.00 feet; thence S 59°37'26" W, a distance of 250.00 feet; thence S 47°30'05" W, a distance of 434.36 feet to the East line of County Road #93; thence S 02°48'43" E, a distance of 440.58 feet; thence N 84°03'08" E, 65.00 feet to the True Point of Beginning; thence S 05°56'52" E, 129.97 feet to a point on a line 40 feet North of and parallel to the South line of said SE 1/4, which point is the Point of Terminus.

- Easement F: An easement for ingress/egress over and across all asphalted driveways, which are reflected as general common elements on the Condominium Map for Golden Ridge Condominiums, Phase I, for the Owners of Units located in other Phases at Golden Ridge Condominiums and their families, invitees, guests and visitors.

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EXHIBIT B
TO
CONDOMINIUM DECLARATION
FOR
GOLDEN RIDGE CONDOMINIUMS

In accordance with the provisions of Section 21 of the Condominium Declaration for Golden Ridge Condominiums, the Percentage of Responsibility for payment of common expense assessments assigned to each Unit shall be the same as the undivided interest in the common elements appurtenant to the Unit as set forth on this Exhibit B.

The real property submitted to condominium ownership is hereby divided into the following fee simple estates:

(a) One hundred ninety-two (192) fee simple estates consisting of one hundred ninety-two (192) separately designated Units, each such Unit being identified by number on the Map.

(b) The remaining portion of the entire premises referred to as the common elements which shall be held (in fee simple) in common by the Owners, each such undivided interest being appurtenant to one of the one hundred ninety-two (192) Units. Declarant does hereby establish each undivided interest in the common elements appurtenant to each of the Units as follows:

<u>Unit No.</u>	<u>Building No.</u>	<u>Appurtenant Undivided Interest in Common Elements and Percentage of Responsibility</u>
101	9	.00606
102	9	.00449
103	9	.00606
104	9	.00449
105	9	.00449
106	9	.00449
107	9	.00449
108	9	.00606
109	9	.00449
111	9	.00449
112	9	.00449
113	9	.00606
201	9	.00652
202	9	.00469
203	9	.00652
204	9	.00469
205	9	.00469
206	9	.00469
207	9	.00469
208	9	.00652
209	9	.00469
210	9	.00469
211	9	.00469
212	9	.00469
213	9	.00652

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EXHIBIT B

<u>Unit no.</u>	<u>Building No.</u>	<u>Appurtenant Undivided Interest in Common Elements and Percentage of Responsibility</u>
301	9	.00652
302	9	.00469
303	9	.00652
304	9	.00469
305	9	.00469
306	9	.00469
307	9	.00469
308	9	.00652
309	9	.00469
310	9	.00469
311	9	.00469
312	9	.00469
313	9	.00652
401	9	.00652
402	9	.00469
403	9	.00652
404	9	.00469
405	9	.00469
406	9	.00469
407	9	.00469
408	9	.00652
409	9	.00469
410	9	.00469
411	9	.00469
412	9	.00469
413	9	.00652
501	9	.00652
502	9	.00469
503	9	.00652
504	9	.00469
505	9	.00469
506	9	.00469
507	9	.00469
508	9	.00652
509	9	.00469
510	9	.00469
511	9	.00469
512	9	.00469
513	9	.00652
101	10	.00606
102	10	.00449
103	10	.00606
104	10	.00449
105	10	.00449
106	10	.00449
107	10	.00449
108	10	.00606
109	10	.00449
111	10	.00449
112	10	.00449
113	10	.00606

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EXHIBIT B

<u>Unit No.</u>	<u>Building No.</u>	<u>Appurtenant Undivided Interest in Common Elements and Percentage of Responsibility</u>
201	10	.00652
202	10	.00469
203	10	.00652
204	10	.00469
205	10	.00469
206	10	.00469
207	10	.00469
208	10	.00652
209	10	.00469
210	10	.00469
211	10	.00469
212	10	.00469
213	10	.00652
301	10	.00652
302	10	.00469
303	10	.00652
304	10	.00469
305	10	.00469
306	10	.00469
307	10	.00469
308	10	.00652
309	10	.00469
310	10	.00469
311	10	.00469
312	10	.00469
313	10	.00652
401	10	.00652
402	10	.00469
403	10	.00652
404	10	.00469
405	10	.00469
406	10	.00469
407	10	.00469
408	10	.00652
409	10	.00469
410	10	.00469
411	10	.00469
412	10	.00469
413	10	.00652
501	10	.00652
502	10	.00469
503	10	.00652
504	10	.00469
505	10	.00469
506	10	.00469
507	10	.00469
508	10	.00652
509	10	.00469
510	10	.00469
511	10	.00469
512	10	.00469
513	10	.00652

EXHIBIT B

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<u>Unit No.</u>	<u>Building No.</u>	<u>Appurtenant Undivided Interest in Common Elements and Percentage of Responsibility</u>
101	11	.00607
102	11	.00449
103	11	.00607
104	11	.00449
105	11	.00449
106	11	.00449
107	11	.00449
108	11	.00607
109	11	.00449
111	11	.00449
112	11	.00449
113	11	.00607
201	11	.00652
202	11	.00469
203	11	.00652
204	11	.00469
205	11	.00469
206	11	.00469
207	11	.00469
208	11	.00652
209	11	.00469
210	11	.00469
211	11	.00469
212	11	.00469
213	11	.00652
301	11	.00652
302	11	.00469
303	11	.00652
304	11	.00469
305	11	.00469
306	11	.00469
307	11	.00469
308	11	.00652
309	11	.00469
310	11	.00469
311	11	.00469
312	11	.00469
313	11	.00652
401	11	.00652
402	11	.00469
403	11	.00652
404	11	.00469
405	11	.00469
406	11	.00469
407	11	.00469
408	11	.00652
409	11	.00469
410	11	.00469
411	11	.00469
412	11	.00469
413	11	.00652

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EXHIBIT B

<u>Unit No.</u>	<u>Building No.</u>	<u>Appurtenant Undivided Interest in Common Elements and Percentage of Responsibility</u>
501	11	.00652
502	11	.00469
503	11	.00652
504	11	.00469
505	11	.00469
506	11	.00469
507	11	.00469
508	11	.00652
509	11	.00469
510	11	.00469
511	11	.00469
512	11	.00469
513	11	.00652

EXHIBIT C
TO
CONDOMINIUM DECLARATION
FOR
GOLDEN RIDGE CONDOMINIUMS

In accordance with the provisions of Section 4 of the Condominium Declaration for Golden Ridge Condominiums, the Parking Space Number(s) and Storage Space Number(s) assigned to each Unit are as follows:

<u>Unit No.</u>	<u>Building No.</u>	<u>Parking - Storage</u>	
101	9	197	101
102	9	198	102
103	9	199	103
104	9	200	104
105	9	220	105
106	9	219	106
107	9	218	107
108	9	201	108
109	9	202	109
111	9	203	111
112	9	217	112
113	9	216	113
201	9	139	201
202	9	138	202
203	9	137	203
204	9	136	204
205	9	116	205
206	9	117	206
207	9	118	207
208	9	135	208
209	9	134	209
210	9	133	210
211	9	132	211
212	9	119	212
213	9	120	213
301	9	96	301
302	9	97	302
303	9	98	303
304	9	99	304
305	9	115	305
306	9	114	306
307	9	113	307
308	9	100	308
309	9	101	309
310	9	102	310
311	9	103	311
312	9	112	312
313	9	111	313
401	9	104	401
402	9	105	402
403	9	106	403

EXHIBIT C

<u>Unit No.</u>	<u>Building No.</u>	<u>Parking - Storage</u>	
401	9	107	404
405	9	108	405
406	9	109	406
407	9	110	407
408	9	121	408
409	9	122	409
410	9	123	410
411	9	124	411
412	9	125	412
413	9	126	413
501	9	127	501
502	9	128	502
503	9	129	503
504	9	130	504
505	9	131	505
506	9	215	506
507	9	214	507
508	9	213	508
509	9	212	509
510	9	211	510
511	9	210	511
512	9	209	512
513	9	208	513
101	10	172	101
102	10	173	102
103	10	174	103
104	10	175	104
105	10	188	105
106	10	189	106
107	10	190	107
108	10	176	108
109	10	177	109
111	10	191	111
112	10	192	112
113	10	144	113
201	10	165	201
202	10	164	202
203	10	163	203
204	10	162	204
205	10	89	205
206	10	88	206
207	10	148	207
208	10	161	208
209	10	160	209
210	10	69	210
211	10	147	211
212	10	146	212
213	10	145	213
301	10	65	301
302	10	66	302
303	10	67	303
304	10	68	304
305	10	92	305
306	10	91	306
307	10	90	307
308	10	168	308

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EXHIBIT C

<u>Unit No.</u>	<u>Building No.</u>	<u>Parking - Storage</u>	
309	10	167	309
310	10	166	310
311	10	95	311
312	10	94	312
313	10	93	313
401	10	70	401
402	10	71	402
403	10	72	403
404	10	73	404
405	10	74	405
406	10	75	406
407	10	76	407
408	10	77	408
409	10	78	409
410	10	79	410
411	10	80	411
412	10	81	412
413	10	82	413
501	10	83	501
502	10	84	502
503	10	85	503
504	10	86	504
505	10	87	505
506	10	159	506
507	10	158	507
508	10	157	508
509	10	156	509
510	10	155	510
511	10	154	511
512	10	153	512
513	10	152	513
101	11	17	101
102	11	18	102
103	11	19	103
104	11	20	104
105	11	34	105
106	11	35	106
107	11	36	107
108	11	21	108
109	11	22	109
111	11	45	111
112	11	44	112
113	11	43	113
201	11	25	201
202	11	54	202
203	11	55	203
204	11	56	204
205	11	6	205
206	11	5	206
207	11	4	207
208	11	64	208
209	11	23	209
210	11	24	210
211	11	1	211

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EXHIBIT C

<u>Unit No.</u>	<u>Building No.</u>	<u>Parking - Storage</u>	
212	11	2	212
213	11	3	213
301	11	57	301
302	11	58	302
303	11	59	303
304	11	60	304
305	11	42	305
306	11	41	306
307	11	40	307
308	11	61	308
309	11	62	309
310	11	63	310
311	11	37	311
312	11	38	312
313	11	39	313
401	11	50	401
402	11	28	402
403	11	51	403
404	11	27	404
405	11	31	405
406	11	32	406
407	11	33	407
408	11	52	408
409	11	26	409
410	11	53	410
411	11	48	411
412	11	47	412
413	11	46	413
501	11	13	501
502	11	30	502
503	11	29	503
504	11	49	504
505	11	7	505
506	11	8	506
507	11	9	507
508	11	14	508
509	11	15	509
510	11	16	510
511	11	10	511
512	11	11	512
513	11	12	513

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EXHIBIT D
TO
CONDOMINIUM DECLARATION
FOR
GOLDEN RIDGE CONDOMINIUMS

LEGAL DESCRIPTION
PHASE II

A part of GOLDEN RIDGE, a Planned Unit Development plat recorded in Book 40 at Page 31 of the Jefferson County records, which is part of the SE 1/4 of Section 3 and NW 1/4 NE 1/4 of Section 10, Township 4 South, Range 70 West of the 6th Principal Meridian, Jefferson County, Colorado, more particularly described as follows:

Commencing at the Southeast corner of Section 3, Township 4 South, Range 70 West of the 6th Principal Meridian; thence N 89°48'26" W (based on the East line of said SE 1/4, having a bearing of N 0°24'00" W, as defined by the Colorado State Highway Department in Book 699 at Page 256 of the Jefferson County Records), along the South line of the SE 1/4 of said Section 3, a distance of 1314.22 feet to the Southwest corner of the SE 1/4 SE 1/4 of Section 3, which corner is the TRUE POINT OF BEGINNING; thence S 89°48'26" E, a distance of 25.00 feet; thence N 13°25'12" E, a distance of 123.27 feet to a point on a line, 120.00 feet North of and parallel to the South line of said SE 1/4; thence N 89°48'26" W, 268.17 feet; thence S 20°28'26" E, 85.29 feet to a point on a line, 40 feet North of and parallel to the South line of said SE 1/4; thence N 89°48'26" W, parallel with said South line, 305.03 feet to a point on the East line of County Road No. 93; thence S 02°48'43" E, along the East line of said County Road #93, a distance of 474.43 feet to a point of curvature; thence along a curve to the right, having a radius of 1956.82 feet, a central angle of 09°20'00", an arc distance of 318.76 feet to a point of tangency; thence S 06°31'17" W, along the East line of said County Road #93, a distance of 71.40 feet to a point, 483.53 feet North (by perpendicular measurement) of the South line of said NW 1/4 NE 1/4; thence N 89°45'31" E, a distance of 506.02 feet to a point, 42.00 feet West of the East line of said NW 1/4 NE 1/4; thence S 0°14'29" E, parallel with the East line of said NW 1/4 NE 1/4 a distance of 265.16 feet; thence N 89°29'43" W, parallel with the South line of said NW 1/4 NE 1/4, a distance of 183.00 feet; thence S 0°14'29" E, parallel with the East line of said NW 1/4 NE 1/4, a distance of 175.00 feet to a point 50.00 feet North of the South line of said NW 1/4 NE 1/4; thence S 89°29'43" E, parallel with the South line of said NW 1/4 NE 1/4, a distance of 225.00 feet to a point on the East line of said NW 1/4 NE 1/4; thence N 0°14'29" W, along the East line of said NW 1/4 NE 1/4, a distance of 1259.60 feet to the TRUE POINT OF BEGINNING, containing 12.276 acres more or less.

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EXHIBIT D cont'd.

LEGAL DESCRIPTION

PHASE III

A part of the NW 1/4 NE 1/4 of Section 10, Township 4 South, Range 70 West of the 6th Principal Meridian, City of Golden, County of Jefferson, State of Colorado, being more particularly described as follows:

Commencing at the Southeast corner of the NW 1/4 NE 1/4 of said Section 10; thence N 0°14'29" W, along the East line of said NW 1/4 NE 1/4, a distance of 50.00 feet; thence N 89°29'43" W, parallel with the South line of said NW 1/4 NE 1/4, a distance of 225.00 feet to the True Point of Beginning; thence continuing along the last described course, a distance of 374.40 feet to a point on the East line of County Road #93; thence N 06°31'17" E, along the East line of said County Road #93, a distance of 435.94 feet to a point 483.53 North (by perpendicular measurement) of the South line of said NW 1/4 NE 1/4; thence N 89°45'31" E, a distance of 506.02 feet to a point 42.00 feet West of the East line of said NW 1/4 NE 1/4; thence S 0°14'29" E, parallel with the East line of said NW 1/4 NE 1/4, a distance of 265.16 feet; thence N 89°29'43" E, parallel with the South line of said NW 1/4 NE 1/4, a distance of 183.00 feet; thence S 00°14'29" E, parallel with the East line of said NW 1/4 NE 1/4, a distance of 175.00 feet to the True Point of Beginning, containing 4.595 acres, more or less, subject to an easement for ingress/egress.

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FIRST SUPPLEMENT

TO

CONDOMINIUM DECLARATION FOR

GOLDEN RIDGE CONDOMINIUMS

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, GOLDEN GROUP, a California General Partnership (hereinafter called "Declarant") has caused to be recorded a Condominium Declaration for Golden Ridge Condominiums on November 13, 1979, at Reception No. 79103020 of the records of the Clerk and Recorder of Jefferson County, Colorado; and

WHEREAS, in Section 39 of the Declaration, Declarant, for itself, its successors and assigns expressly reserved the right to enlarge the Golden Ridge Condominium Project by submitting additional real property and improvements to Condominium ownership thereunder; and

WHEREAS, Declarant is the owner of additional buildings and other improvements on a separate tract of real property situated in the County of Jefferson, State of Colorado; which property is described on Exhibit "A", attached hereto and incorporated by reference herein; and is depicted on the First Supplement to Condominium Map of Golden Ridge Condominiums; and

WHEREAS, Declarant wishes to submit to this Condominium Project the real property and improvements described on Exhibit "A".

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

1. Division of Property into Condominium Units: The real property described on Exhibit "A" including the improvements thereon is hereby divided into one hundred eighty (180) fee simple estates as set forth on Exhibit "B", which is attached hereto and incorporated by reference herein. Each such estate shall consist of the separately designated Units and the undivided interest in and to the common elements appurtenant to each Unit as set forth on Exhibit "B".

2. Limited Common Elements: A portion of the common elements described on the First Supplement to the Condominium Map for Golden Ridge Condominiums is reserved for the exclusive use of the owners of the respective Units and such areas are referred to as "limited common elements". Any balcony, patio or deck which is or are accessible from, associated with and adjoin a Unit shall, without further reference thereto, be used in connection with such Unit to the exclusion of the use thereof by the other Owners of the common elements, except by invitation. Similarly, certain air conditioning equipment which may be situated on the exterior walls or roof of a Building and which shall serve only one Unit, shall be a limited common element appurtenant to such Unit and shall

be maintained, repaired and operated solely by the Owner or Owners of such Unit. Further, certain parking space(s) are assigned by Declarant on Exhibit "C" attached hereto and incorporated herein by this reference and are appurtenant to the Unit purchased and are for the exclusive use of the Owner of such Unit. Declarant hereby reserves the right, subsequent to the date of the recording of this Declaration, to assign all unassigned parking space(s) within the Project to the Owner or Owners of Units within the Project by recorded supplement and upon such assignment, said parking space(s) shall be limited common elements appurtenant to the Unit to which it has been assigned.

3. Supplement to Condominium Map: The First Supplement to the Condominium Map depicting the location of each Unit submitted hereby, both horizontally and vertically, together with such other information as is required by the provisions of Section 6 of the Condominium Declaration for Golden Ridge Condominiums shall be recorded prior to the first conveyance of any of the Units shown thereon. Such Map shall be termed "First Supplement to Condominium Map of Golden Ridge Condominiums". After the First Supplement to the Condominium Map and the First Supplement to the Condominium Declaration for Golden Ridge have been filed for record in the office of the Clerk and Recorder of the County of Jefferson, every contract, deed, lease, mortgage, trust deed, will or other instrument may legally describe a Condominium Unit as follows:

Condominium Unit No. _____, Building No. _____, Golden Ridge Condominiums, in accordance with the Declaration recorded on November 13, 1979, at Reception No. 79103020, First Supplement to Declaration recorded on _____, 19____, at Reception No. _____, the Condominium Map recorded on November 13, 1979, at Reception No. 79103021, and the First Supplement to the Condominium Map recorded on _____, 19____, at Reception No. _____ of the Jefferson County records, together with the exclusive right to use the following limited common elements: Parking space _____.

Each such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect not only the Unit but also the appurtenant limited common elements, appurtenant undivided interest in the common elements and all other appurtenant property and property rights and incorporate all of the rights and burdens incident to the ownership of a Condominium Unit and all the limitations thereon as described in the Declaration, and First Supplement thereto, Condominium Map and First Supplement to the Condominium Map. Each such description shall be construed to include a non-exclusive easement for ingress and egress to and from an Owner's Unit and use of all the limited common elements appurtenant to said Unit as well as all the general common elements.

4. Easements. Each Owner shall have the non-exclusive right and easement together with all other Owners of Units at Golden Ridge Condominiums to use all the general common elements, open spaces, recreational facilities, grass and landscaping areas and all the other areas in the project which are not herein specifically designated to the use of less than all the Owners. This easement shall be irrevocable and shall be for the purposes of ingress and egress, recreational and social use and shall apply to all of the property hereinbefore, hereby and hereinafter committed to this Condominium Project.

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5. Assessments for Common Expenses: The common expense assessments for each Unit within the entire Project shall be determined as provided in Section 39(d) of the Condominium Declaration for Golden Ridge Condominiums.

6. General:

(a) The provisions contained in this First Supplement to the Condominium Declaration for Golden Ridge Condominiums shall be in addition and supplemental to the provisions contained in the recorded Condominium Declaration for Golden Ridge Condominiums. All provisions of the Condominium Declaration for Golden Ridge Condominiums, and any amendments and supplements thereto, except those specifically modified herein, shall be applicable to the real property described on Exhibit "A" and incorporated by reference in this First Supplement.

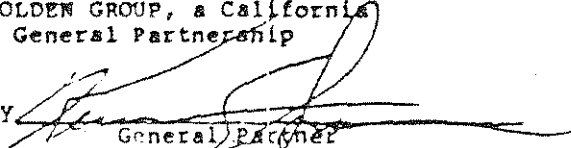
(b) If any of the provisions of this instrument or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provision, paragraph,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

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

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

IN WITNESS WHEREOF, Declarant has duly executed this First Supplement to the Declaration for Golden Ridge Condominiums this 16th day of July, A.D., 19 80.

GOLDEN GROUP, a California
General Partnership

BY 
General Partner

STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me, a Notary Public, this 16th day of July 19 80, by Kenneth E. Green as General Partner of Golden Group.

Witness my hand and official seal.

My commission expires: 9/22/81


Notary Public

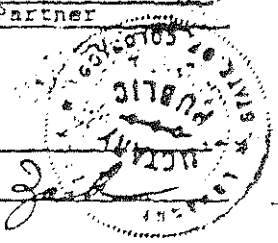


EXHIBIT A
TO
FIRST SUPPLEMENT TO
CONDOMINIUM DECLARATION FOR
GOLDEN RIDGE CONDOMINIUMS
Legal Description

A part of GOLDEN RIDGE, a Planned Unit Development plat, recorded in Book 40 at Page 31 of the Jefferson County records, which is part of the SE 1/4 of Section 3 and the NW 1/4 NE 1/4 of Section 10, Township 4 South, Range 70 West of the 6th Principal Meridian, City of Golden, County of Jefferson, State of Colorado, more particularly described as follows:

Commencing at the Southeast corner of the SE 1/4 of said Section 3, Township 4 South, Range 70 West of the 6th Principal Meridian; thence N 89°48'26" W (based on the East line of said SE 1/4 having a bearing of N 0°24'00" W as defined by the Colorado State Highway Department in Book 699 at Page 256 of the Jefferson County Records), along the South line of the SE 1/4 of said Section 3, a distance of 1314.22 feet to the Southwest corner of the SE 1/4 SE 1/4 of Section 3, which corner is the TRUE POINT OF BEGINNING; thence S 89°48'26" E, a distance of 25.00 feet; thence N 13°25'12" E, a distance of 123.27 feet to a point on a line which line is 120.00 feet North of and parallel to the South line of said SE 1/4; thence N 89°48'26" W, parallel with said South line, 268.17 feet; thence S 20°28'26" E, 85.29 feet to a point on a line which line is 40 feet North of and parallel to the South line of said SE 1/4; thence N 89°48'26" W, parallel with said South line, 305.03 feet to a point on the East line of County Road #93; thence S 02°48'43" E, along the East line of said County Road #93, a distance of 474.43 to a point of curvature; thence along a curve to the right, having a radius of 1956.82 feet, a central angle of 09°20'00", an arc distance of 315.76 feet to a point of tangency; thence S 06°31'17" W, along the East line of said County Road #93, a distance of 71.40 feet to a point 483.53 feet North (by perpendicular measurement) of the South line of the NW 1/4 NE 1/4 of Section 10; thence N 89°45' 31" E, a distance of 506.02 feet to a point 42.00 feet West of the East line of said NW 1/4 NE 1/4; thence S 0°14'29" E, parallel with the East line of said NW 1/4 NE 1/4, a distance of 265.10 feet; thence N 89°29'43" W, parallel with the South line of said NW 1/4, NE 1/4, a distance of 183.00 feet; thence S 0°14'29" E, parallel with the East line of said NW 1/4 NE 1/4, a distance of 175.00 feet to a point 50.00 feet North of the South line of said NW 1/4 NE 1/4; thence S 89°29'43" E, parallel with the South line of said NW 1/4 NE 1/4 a distance of 225.00 feet to a point on the East line of said NW 1/4 NE 1/4; thence N 0°14'29" W, along the East line of said NW 1/4 NE 1/4, a distance of 1259.00 feet to the TRUE POINT OF BEGINNING, containing 12.276 acres more or less.

EXCEPT a part of said GOLDEN RIDGE, a Planned Unit Development plat, being more particularly described as follows: Commencing at the Southeast corner of Section 3, Township 4 South, Range 70 West of the 6th Principal Meridian; thence N 89°48'26" W, along the South line of said Section 3, a distance of 1314.22 feet to the Northeast corner of the NW 1/4 NE 1/4 of Section 10, Township 4 South, Range 70 West of the 6th Principal Meridian;

thence continuing along the last described course, a distance of 64.15 feet to the True Point of Beginning; thence S 02°55'10" W, 51.39 feet; thence S 79°57'25" W, 79.70 feet; thence N 26°08'50" W, 64.00 feet; thence N 59°21'40" E, 12.40 feet; thence N 18°31'34" E, 20.00 feet; thence N 71°28'56" W, 43.41 feet; thence N 18°31'04" E, 24.37 feet; thence N 71°28'56" W, 6.08 feet; thence N 18°31'04" E, 56.93 feet; thence S 71°28'56" E, 24.85 feet; thence N 18°31'04" E, 2.54 feet; thence S 71°28'56" E, 53.04 feet; thence S 18°31'04" W, 11.80 feet; thence S 71°52'14" E, 14.79 feet; thence S 17°23'54" W, 20.36 feet; thence S 71°45'17" E, 38.51 feet; thence S 02°55'10" W, 40.77 feet to the True Point of Beginning.

TOGETHER WITH a 30 foot easement for ingress and egress, running across a part of said GOLDEN RIDGE, a Planned Unit Development Plat, being 15 feet on each side of the following described centerline:

Commencing at the Southeast corner of the NW 1/4 NE 1/4 of said Section 10; thence N 0°14'29" W, along the East line of said NW 1/4 NE 1/4, a distance of 50.00 feet; thence N 89°29'43" W, parallel with the South line of said NW 1/4 NE 1/4, a distance of 599.40 feet to a point on the East line of County Road #93; thence N 05°31'17" E, along the East line of said County Road 93, a distance of 435.94 feet to a point 483.53 feet North (by perpendicular measurement) of the South line of said NW 1/4 NE 1/4; thence N 89°45'31" E, a distance of 25.18 feet to the True Point of Beginning; thence S 06°31'17" W, 220.59 feet to a point of curve; thence along a curve to the left having a central angle of 49°18'49", a radius of 125.00 feet, an arc distance of 107.59 feet and a chord which bears S 18°08'08" E, 104.30 feet to a point of tangent; thence S 42°47'32" E, 6.26 feet to a point of curve; thence along a curve to the right having a central angle of 43°17'49", a radius of 125.00 feet; an arc distance of 94.46 feet and a chord which bears S 21°08'38" E, 92.23 feet to a point of tangent; thence S 0°30'17" W, 25.39 feet to a point on a line 50 feet North of and parallel to the South line of said NW 1/4 NE 1/4, which point is the point of terminus.

EXHIBIT B
TO
FIRST SUPPLEMENT TO
CONDOMINIUM DECLARATION FOR
GOLDEN RIDGE CONDOMINIUMS

In accordance with the provisions of Sections 21 and 39 (d) of the Condominium Declaration for Golden Ridge Condominiums, the Percentage of Responsibility for payment of common expense assessments assigned to each Unit submitted to the Project pursuant to this First Supplement and the undivided interest in the common elements appurtenant to that Unit are set forth on this Exhibit B.

The real property submitted to condominium ownership pursuant to this First Supplement is hereby divided into the following fee simple estates:

(a) One hundred eighty (180) fee simple estates consisting of one hundred eighty (180) separately designated Units, each such Unit being identified by number on the Map.

(b) The remaining portion of the entire premises referred to as the common elements which shall be held (in fee simple) in common by the Owners, each such undivided interest being appurtenant to one of the one hundred eighty (180) Units. Declarant does hereby establish each undivided interest in the common elements appurtenant to each of the Units and the percentage of responsibility applicable to each of the units as follows:

<u>Unit No.</u>	<u>Building No.</u>	<u>Appurtenant Undivided Interest in Common Elements</u>	<u>Percentage of Responsibility</u>
101	1	.00650	.00748
102	1	.00502	.00644
103	1	.00502	.00644
104	1	.00502	.00644
105	1	.00502	.00644
106	1	.00650	.00748
107	1	.00650	.00748
108	1	.00502	.00644
109	1	.00502	.00644
110	1	.00502	.00644
111	1	.00502	.00644
112	1	.00650	.00748
201	1	.00663	.00760
202	1	.00505	.00652
203	1	.00505	.00652
204	1	.00505	.00652
205	1	.00505	.00652
206	1	.00663	.00760
207	1	.00663	.00760
208	1	.00505	.00652
209	1	.00505	.00652
210	1	.00505	.00652
211	1	.00505	.00652
212	1	.00663	.00760

<u>Unit No.</u>	<u>Building No.</u>	<u>Appurtenant Undivided Interest in Common Elements</u>	<u>Percentage of Responsibility</u>
301	1	.00663	.00760
302	1	.00505	.00652
303	1	.00505	.00652
304	1	.00505	.00652
305	1	.00505	.00652
306	1	.00663	.00760
307	1	.00663	.00760
308	1	.00505	.00652
309	1	.00505	.00652
310	1	.00505	.00652
311	1	.00505	.00652
312	1	.00663	.00760
101	2	.00650	.00748
102	2	.00502	.00644
103	2	.00502	.00644
104	2	.00502	.00644
105	2	.00502	.00644
106	2	.00650	.00748
107	2	.00650	.00748
108	2	.00502	.00644
109	2	.00502	.00644
110	2	.00502	.00644
111	2	.00502	.00644
112	2	.00650	.00748
201	2	.00663	.00760
202	2	.00505	.00652
203	2	.00505	.00652
204	2	.00505	.00652
205	2	.00505	.00652
206	2	.00663	.00760
207	2	.00663	.00760
208	2	.00505	.00652
209	2	.00505	.00652
210	2	.00505	.00652
211	2	.00505	.00652
212	2	.00663	.00760
301	2	.00663	.00760
302	2	.00505	.00652
303	2	.00505	.00652
304	2	.00505	.00652
305	2	.00505	.00652
306	2	.00663	.00760
307	2	.00663	.00760
308	2	.00505	.00652
309	2	.00505	.00652
310	2	.00505	.00652
311	2	.00505	.00652
312	2	.00663	.00760
101	3	.00650	.00748
102	3	.00502	.00644
103	3	.00502	.00644
104	3	.00502	.00644
105	3	.00502	.00644
106	3	.00650	.00748
107	3	.00650	.00748
108	3	.00502	.00644
109	3	.00502	.00644

<u>Unit No.</u>	<u>Building No.</u>	<u>Appurtenant Undivided Interest in Common Elements</u>	<u>Percentage of Responsibility</u>
110	3	.00502	.00644
111	3	.00502	.00644
112	3	.00650	.00748
201	3	.00663	.00760
202	3	.00505	.00652
203	3	.00505	.00652
204	3	.00505	.00652
205	3	.00505	.00652
206	3	.00663	.00760
207	3	.00663	.00760
208	3	.00505	.00652
209	3	.00505	.00652
210	3	.00505	.00652
211	3	.00505	.00652
212	3	.00663	.00760
301	3	.00663	.00760
302	3	.00505	.00652
303	3	.00505	.00652
304	3	.00505	.00652
305	3	.00505	.00652
306	3	.00663	.00760
307	3	.00663	.00760
308	3	.00505	.00652
309	3	.00505	.00652
310	3	.00505	.00652
311	3	.00505	.00652
312	3	.00663	.00760
101	6	.00650	.00748
102	6	.00502	.00644
103	6	.00502	.00644
104	6	.00502	.00644
105	6	.00502	.00644
106	6	.00650	.00748
107	6	.00650	.00748
108	6	.00502	.00644
109	6	.00502	.00644
110	6	.00502	.00644
111	6	.00502	.00644
112	6	.00650	.00748
201	6	.00663	.00760
202	6	.00505	.00652
203	6	.00505	.00652
204	6	.00505	.00652
205	6	.00505	.00652
206	6	.00663	.00760
207	6	.00663	.00760
208	6	.00505	.00652
209	6	.00505	.00652
210	6	.00505	.00652
211	6	.00505	.00652
212	6	.00663	.00760
301	6	.00663	.00760
302	6	.00505	.00652
303	6	.00505	.00652
304	6	.00505	.00652
305	6	.00505	.00652
306	6	.00663	.00760
307	6	.00663	.00760

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<u>Unit No.</u>	<u>Building No.</u>	<u>Appurtenant Undivided Interest in Common Elements</u>	<u>Percentage of Responsibility</u>
308	6	.00505	.00652
309	6	.00505	.00652
310	6	.00505	.00652
311	6	.00505	.00652
312	6	.00663	.00760
101	7	.00650	.00748
102	7	.00502	.00644
103	7	.00502	.00644
104	7	.00502	.00644
105	7	.00502	.00644
106	7	.00650	.00748
107	7	.00650	.00748
108	7	.00502	.00644
109	7	.00502	.00644
110	7	.00502	.00644
111	7	.00502	.00644
112	7	.00650	.00748
201	7	.00663	.00760
202	7	.00505	.00652
203	7	.00505	.00652
204	7	.00505	.00652
205	7	.00505	.00652
206	7	.00663	.00760
207	7	.00663	.00760
208	7	.00505	.00652
209	7	.00505	.00652
210	7	.00505	.00652
211	7	.00505	.00652
212	7	.00663	.00760
301	7	.00663	.00760
302	7	.00505	.00652
303	7	.00505	.00652
304	7	.00505	.00652
305	7	.00505	.00652
306	7	.00663	.00760
307	7	.00663	.00760
308	7	.00505	.00652
309	7	.00505	.00652
310	7	.00505	.00652
311	7	.00505	.00652
312	7	.00663	.00760

SECOND AMENDMENT
TO THE
FIRST SUPPLEMENT
TO

1-5

THE CONDOMINIUM DECLARATION FOR
GOLDEN RIDGE CONDOMINIUMS

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, GOLDEN GROUP, A California General Partnership (hereinafter called "Declarant") has caused to be recorded a Condominium Declaration for Golden Ridge Condominiums on November 13, 1979, at Reception No. 79103020 of the records of the Clerk and Recorder of Jefferson County, Colorado; and

WHEREAS, in Section 39 of the Declaration, Declarant, for itself, its successors and assigns expressly reserved the right to enlarge the Golden Ridge Condominium Project by submitting additional real property and improvements to Condominium ownership thereunder; and

WHEREAS, Declarant has submitted to this Condominium Project the real property and improvements described on Exhibit "A" to the First Supplement to Condominium Declaration for Golden Ridge Condominiums (the "First Supplement") recorded on July 17, 1980, at Reception No. 80052183 of the records of the Clerk and Recorder of Jefferson County, Colorado; and

WHEREAS, Certain scrivener's errors were discovered in the Legal Description on Exhibit "A" to the First Supplement to Condominium Declaration for Golden Ridge Condominiums and in the parking assignments on Exhibit "C" to the First Supplement to Condominium Declaration for Golden Ridge Condominiums.

WHEREAS, the First Amendment to the First Supplement to the Condominium Declaration (the "First Amendment") recorded on July 29, 1980 at Reception No. 80054935 of the Jefferson County records was prepared to correct these errors.

WHEREAS, the Declarant has discovered certain scrivener's errors in the First Amendment and desires to correct the same.

NOW, THEREFORE, Declarant does hereby amend the First Amendment in its entirety and does publish and declare that the Legal Description of the property submitted to the project by the First Supplement is as described on Exhibit "A", attached hereto and incorporated by reference herein; and that certain parking assignments are as shown on Exhibit "B", attached hereto and incorporated by reference herein.

GOLDEN GROUP, a California
General Partnership

By


General Partner

80059888

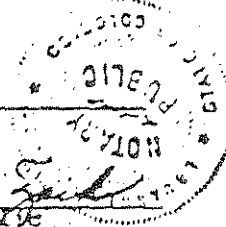
STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me, a Notary Public, this 14th day of August, 19 80, by Kenneth E. Green as a general partner of Golden Group, "a California General Partnership".

Witness my hand and official seal.

My commission expires: 9/22/81

Louise M. Zick
Notary Public



2

EXHIBIT A
TO
SECOND AMENDMENT
TO THE
FIRST SUPPLEMENT TO
CONDOMINIUM DECLARATION FOR
GOLDEN RIDGE CONDOMINIUMS

3

Legal Description

A part of GOLDEN RIDGE, a Planned Unit Development plat, recorded in Book 40 at Page 31 of the Jefferson County records, which is part of the SE 1/4 of Section 3 and the NW 1/4, NE 1/4 of Section 10, Township 4 South, Range 70 West of the 6th Principal Meridian, City of Golden, County of Jefferson, State of Colorado, more particularly described as follows:

Commencing at the Southeast corner of the SE 1/4 of said Section 3, Township 4 South, Range 70 West of the 6th Principal Meridian; thence N 89°48'26" W (based on the East line of said SE 1/4 having a bearing of N 0°24'00" W as defined by the Colorado State Highway Department in Book 699 at Page 256 of the Jefferson County Records), along the South line of the SE 1/4 of said Section 3, a distance of 1314.22 feet to the Southwest corner of the SE 1/4, SE 1/4 of Section 3, which corner is the TRUE POINT OF BEGINNING; thence S 89°48'26" E, a distance of 25.00 feet; thence N 13°25'12" E, a distance of 123.27 feet to a point on a line which line is 120.00 feet North of and parallel to the South line of said SE 1/4; thence N 89°48'26" W, parallel with said South line, 268.17 feet; thence S 20°28'26" W, 85.29 feet to a point on a line which line is 40 feet North of and parallel to the South line of said SE 1/4; thence N 89°48'26" W, parallel with said South line, 305.03 feet to a point on the East line of County Road #93; thence S 02°48'43" E, along the East line of said County Road #93, a distance of 474.43 feet to a point of curvature; thence along a curve to the right, having a radius of 1956.82 feet, a central angle of 09°20'00", an arc distance of 318.76 feet to a point of tangency; thence S 06°31'17" W, along the East line of said County Road #93, a distance of 71.40 feet to a point 483.53 feet North (by perpendicular measurement) of the South line of the NW 1/4, NE 1/4 of Section 10; thence N 89°45'31" E, a distance of 506.02 feet to a point 42.00 feet West of the East line of said NW 1/4, NE 1/4; thence S 0°14'29" E, parallel with the East line of said NW 1/4, NE 1/4, a distance of 265.16 feet; thence N 89°29'43" W, parallel with the South line of said NW 1/4, NE 1/4, a distance of 183.00 feet; thence S 0°14'29" E, parallel with the East line of said NW 1/4, NE 1/4, a distance of 175.00 feet to a point 50.00 feet North of the South line of said NW 1/4, NE 1/4; thence S 89°29'43" E, parallel with the South line of said NW 1/4, NE 1/4, a distance of 225.00 feet to a point on the East line of said NW 1/4, NE 1/4; thence N 0°14'29" W, along the East line of said NW 1/4, NE 1/4, a distance of 1259.60 feet to the TRUE POINT OF BEGINNING, containing 12.276 acres more or less.

EXCEPT a part of said GOLDEN RIDGE, a Planned Unit Development plat, being more particularly described as follows: Commencing at the Southeast corner of Section 3, Township 4 South, Range 70 West of the 6th Principal Meridian; thence N 89°48'26" W, along the South line of said Section 3, a distance of 1314.22 feet to the Northeast corner of the NW 1/4, NE 1/4 of Section 10, Township 4 South, Range 70 West of the 6th Principal Meridian; thence continuing along the

last described course, a distance of 64.15 feet to the True Point of Beginning; thence S 02°55'10" W, 51.39 feet; thence S 79°57'25" W, 79.70 feet; thence N 26°08'50" W, 64.00 feet; thence N 59°21'40" E, 12.40 feet; thence N 18°31'34" E, 20.00 feet; thence N 71°28'56" W, 43.41 feet; thence N 18°31'04" E, 24.37 feet; thence N 71°28'56" W, 6.08 feet; thence N 18°31'04" E, 56.93 feet; thence S 71°28'56" E, 24.85 feet; thence N 18°31'04" E, 2.54 feet; thence S 71°28'56" E, 53.04 feet; thence S 18°31'04" W, 11.80 feet; thence S 71°52'14" E, 14.79 feet; thence S 17°23'54" W, 20.36 feet; thence S 71°45'17" E, 38.51 feet; thence S 02°55'10" W, 40.77 feet to the True Point of Beginning.

TOGETHER WITH a 30 foot easement for ingress and egress, running across a part of said GOLDEN RIDGE, a Planned Unit Development Plat, being 15 feet on each side of the following described centerline:

Commencing at the Southeast corner of the NW 1/4, NE 1/4 of said Section 10; thence N 0°14'29" W, along the East line of said NW 1/4, NE 1/4, a distance of 50.00 feet; thence N 89°29'43" W, parallel with the South line of said NW 1/4, NE 1/4, a distance of 599.40 feet to a point on the East line of County Road #93; thence N 06°31'17" E, along the East line of said County Road #93, a distance of 435.94 feet to a point 483.53 feet North (by perpendicular measurement) of the South line of said NW 1/4, NE 1/4; thence N 00°45'31" E, a distance of 25.18 feet to the True Point of Beginning; thence S 06°31'17" W, 220.59 feet to a point of curve; thence along a curve to the left having a central angle of 49°18'49", a radius of 125.00 feet, an arc distance of 107.59 feet and a chord which bears S 18°08'08" E, 104.30 feet to a point of tangent; thence S 42°47'32" E, 6.26 feet to a point of curve; thence along a curve to the right having a central angle of 43°17'49", a radius of 125.00 feet; an arc distance of 94.46 feet and a chord which bears S 21°08'38" E, 92.23 feet to a point of tangent; thence S 0°30'17" W, 25.39 feet to a point on a line 50 feet North of and parallel to the South line of said NW 1/4, NE 1/4, which point is the point of terminus.