

**AMENDED AND RESTATED
CONDOMINIUM DECLARATION
FOR
BRIGHTON LEARNING AND RESOURCE CENTER**

*CURRENT ADDRESS OF THE ASSOCIATION:
c/o*

Note that this address may be changed from time to time pursuant to Section 19.7 below.

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Exhibits

Exhibit A	Legal Description of the Property
Exhibit B	Allocated Interests
Exhibit C	Recorded Easements and Licenses (List of Title Exceptions)

AMENDED AND RESATED
CONDOMINIUM DECLARATION
FOR
BRIGHTON LEARNING AND RESOURCE CENTER

This AMENDED AND RESTATED CONDOMINIUM DECLARATION FOR BRIGHTON LEARNING AND RESOURCE CENTER (this "Declaration") is made this _____ day of 2019, by BRIGHTON LEARNING AND RESOURCE CENTER ASSOCIATION, INC.

RECITALS

A. On December 18, 2007, Brighton Community Hospital Association, d/b/a Platte Valley Medical Center, a Colorado nonprofit corporation, as the "Declarant" recorded that certain "Condominium Declaration for Brighton Lifelong Learning and Resource Center," at Reception No. 2007000115418 (the "Original Declaration") and that certain "Condominium Map," recorded at Reception No. 20070001155222, in the real property records of the Clerk and Recorder for the County of Adams, State of Colorado. Together, these two documents created a common interest community on the real property described on the attached Exhibit A (the "Property").

B. A condominium common interest community ("Community") was created on the Property under the name of "Brighton Lifelong Learning and Resource Center," in which portions of the Property were designated for separate ownership and uses of a non-residential nature. The name has been amended to "Brighton Learning and Resource Center".

C. The Property is restricted to non-residential uses. There are no development rights.

D. The requirements set forth in the Original Declaration for amendment, and those set forth in CRS 38-33.3-217 have been satisfied.

NOW THEREFORE the Original Declaration is amended and restated in its entirety to read as follows, subject only to those items of record shown on the Original Declaration (and on Exhibit C below).

ARTICLE I
STATEMENT AND PURPOSE AND IMPOSITION OF COVENANTS

Section 1.1. Brighton Learning and Resource Center The Original Declaration subjected all of the Property and all buildings and improvements thereon, and all easements and rights, to all provisions of the Colorado Common Interest Ownership Act, C.R.S. §§ 38-33.3-101 et seq., as it may be amended from time to time (the "Act"). In the event the Act is repealed but not replaced, the Act on the effective date of this Declaration shall remain applicable. This Declaration further declares that all of the Property shall be held or sold, and conveyed subject to the following easements restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the Property, shall inure to the benefit of each Owner, and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, legal representatives, successors, and assigns. The

Property constitutes a non-residential condominium project known as the "Brighton Learning and Resource Center" (and referred to in this Declaration as the "Project") under the Act, and, together with all improvements, appurtenances and facilities relating to or located on the Property now or in the future, will be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements (collectively the "Covenants"). This Declaration shall inure to the benefit of each Owner of a Unit.

Section 1.2. Development and Use The Project includes eight (8) Condominium Units (defined below) for non-residential use as provided in this Declaration, subject to any applicable requirements or limitations of general application within the City of Brighton, Colorado which may be imposed by the City of Brighton in its capacity as a municipal government. No Condominium Units in excess of the eight (8) Units may be established on the Property by the subdivision of existing Condominium Units or any other method.

ARTICLE II DEFINITIONS

The following terms, as used in this Declaration, are defined as follows:

Section 2.1. "Act" shall mean the Colorado Common Interest Ownership Act, Colo. Rev. Stat. §§38-33.3-101 through 38-33.3-402, as amended and supplemented from time to time, or any successor legislation to these statutes.

Section 2.2. "Adams County" shall mean Adams County, Colorado.

Section 2.3. "Allocated Interest" means the undivided interests of each Owner in the Common Elements and Common Expenses allocated to each Unit as set forth on Exhibit B. The Allocated Interest for each Unit has been determined by dividing the Measured Area of the Unit by the total Measured Area of all the Units.

Section 2.4. "Annual Assessments" shall mean the Assessments levied annually pursuant to Section 8.2.

Section 2.5. "Articles" or "Articles of Incorporation" shall mean the Articles of Incorporation of the Association which have been filed with the Secretary of State of Colorado to create the Association, as such Articles may be amended or restated from time to time.

Section 2.6. "Assessments" means in addition to the definition in the Act, this term shall include the following items levied against a particular Owner or Unit: (i) the Owner's Allocated Interest in the Common Expenses, subject to reapportionment pursuant to Article VIII; (ii) late charges, attorneys' fees, fines, and interest charged by the Association at the rate as determined by the Board; (iii) charges levied against all Owners pursuant to Article VIII ("Special Assessments"); (iv) charges levied against a particular Owner or Owners and their Unit or Units pursuant to Article VIII ("Special Assessment"); and (v) any other sums permitted by the Project Documents or the Act to be assessed against a particular Owner or Unit.

Section 2.7. "Association" shall mean the Brighton Learning and Resource Center Association, a Colorado nonprofit membership corporation, or any successor to the Association by whatever name, charged with the duties and obligations set forth in this Declaration. The name of the Association was amended on _____, 2019 in conjunction with this Amended and Restated Declaration.

Section 2.8. "Board of Directors" or "Board" shall mean the Board of Directors of the Association, designated in this Declaration to act on behalf of the Association.

Section 2.9. "Bylaws" shall mean the bylaws of the Association adopted by the Board to establish the methods and procedures of its operation, as such bylaws may be amended or restated from time to time.

Section 2.10. "City of Brighton" shall mean the City of Brighton, Colorado.

Section 2.11. "Common Elements" means all portions of and areas within the Project that are not part of the Units. Limited Common Elements and General Common Elements are both part of the Common Elements.

Section 2.12. "Common Expenses" means all costs, expenses and financial liabilities incurred by the Association pursuant to this Declaration or the Bylaws including, without limitation: all costs of operating, managing, administering, securing, protecting, insuring, lighting, decorating, cleaning, maintaining, repairing, renewing, replacing or restoring (to the extent not covered by insurance or condemnation proceeds), and providing certain water, sewer, electricity and other services, energy and utilities to the General Common Elements and the Association's personal property and equipment located in, or used in connection with the operation or maintenance of, the General Common Elements; taxes on any property owned by the Association; insurance, all other costs associated with the General Common Elements, funding of working capital, other costs required to operate the Association, and reasonable reserves for such expenses.

Section 2.13. "Condominium Unit" shall mean a fee simple interest in and to a Unit, together with the undivided interests in the Common Elements as specified in Section 3.1.

Section 2.14. "Covenants" shall mean the covenants, conditions, restrictions, and easements created under the Declaration.

Section 2.15. Intentionally Deleted.

Section 2.16. "Default Assessment" shall mean any Assessment levied by the Association pursuant to Section 8.7.

Section 2.17. "Default Rate" shall mean the lesser of (i) the rate per annum of five points above the prime rate charged by the Association's bank, or such other rate as shall have been established by the Board of Directors, and (ii) the maximum rate allowed by the Act or other applicable law.

Section 2.18. "Director" shall mean a member of the Board.

Section 2.19. "Dispute" means any claim, grievance or other dispute arising out of or relating to: (i) the interpretation, application or enforcement of the Project Documents; (ii) any conflict or dispute arising between or among Owners or between any Owner and the Association or any Director (in such Director's capacity as a director of the Association only); (iii) the subject matter of any meeting for which the failure of any Owner to attend a meeting of the Owners, or the failure of any Director to attend a meeting of the Board of Directors prevented the assembly of a quorum; (iv) the proper party to bear a maintenance cost or expense or a capital expenditure or the proper amount of the expense, fee or Assessment to be charged or collected; (v) the rights, obligations and duties of any Owner under the Project Documents; (vi) the authority of the Association, under the Act or under the Project Documents, to: (a) require any Owner to take

any action or not to take any action involving such Owner's Unit or (b) alter, subtract from, or add to, the Common Elements; or (vii) the failure of the Association, in accordance with the Act and the Project Documents to: (w) properly conduct elections; (x) give adequate notice of meetings or actions; (y) properly conduct meetings or (z) allow inspection of books or records. Notwithstanding the foregoing, the following shall not be considered "Disputes" unless all parties shall otherwise agree to submit the matter to arbitration pursuant to Article XVII of this Declaration: (A) any suit by the Association or Owners to obtain a temporary restraining order or injunction and such ancillary relief as the court may deem necessary to maintain the status quo and preserve the moving party's ability to enforce the provisions of this Declaration; (B) any suit between Owners which does not include the Association, if such suit asserts a dispute which would constitute a cause of action independent of this Declaration and the other Project Documents; (C) any disagreement that primarily involves title to any Unit or the Common Elements; (D) any suit in which the applicable statute of limitations would expire within 180 days of the giving of notice as provided in Article XVII of this Declaration unless the persons against whom the Dispute is made agree to toll the statute of limitations for a period of time necessary to comply with Article XVII of this Declaration; and (E) any proceeding by the Association to enforce the Association's lien for Assessments pursuant to Article VIII, subject to (iv) of this Section 2.19 above.

Section 2.20. "First Mortgage" means a mortgage, deed of trust, deed to secure a debt, or any other form of security instrument affecting title to a Unit (collectively, "Mortgage") which is subject only to governmental liens, the lien for real property taxes, a portion of the Common Expense Assessment, and other liens made superior by Colorado law.

Section 2.21. "First Mortgagee" means the holders of a First Mortgage. If there is more than one holder of a First Mortgage, the holders will be treated as, and act as, one First Mortgagee for all purposes under this Declaration and the Bylaws.

Section 2.22. "General Common Element" means the Common Elements, except for Limited Common Elements, and shall include those portions of the Property designated on the Map as "General Common Element" or "GCE."

Section 2.23. "Limited Common Element" means those parts of the Common Elements which are limited to and reserved for the benefit or use of the Owner of one or more but not all of the Units, as designated on the Map or in the Declaration for such Units, as amended and supplemented from time to time, including, without limitation, the following: (a) all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, and finished flooring and any other materials constituting any part of the finished surfaces thereof are a part of the Unit, and all other portions of the walls, floors, or ceilings are a part of the Limited Common Elements appurtenant to such Unit, and (b) if any chute, flue, duct, wire, conduit, bearing wall, bearing column, or other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only less than all Units is a Limited Common Element allocated solely to the Units served. Limited Common Elements which are reserved for the exclusive use of one or more Unit Owners are defined as "Limited Common Elements – [identifying Unit number]" or "L.C.E. - #" on the Map. Without limiting the foregoing, the Limited Common Elements shall include the land upon which the Units are situated, the roof above the Units appurtenant only to the Units sheltered below such roof, the exterior and interior walls of any Unit (except as set forth in Section 3.2), any entryway or courtyard adjacent to a Unit and any individual heating, ventilation and air conditioning Units and fixtures, and individual water and sewer service lines and any other plumbing or other utility installation servicing a Unit exclusively but not located within the Unit. A Limited Common Element serving a particular Unit, without further reference thereto, shall be used in connection with

such Unit to the exclusion of the use thereof by the other Owner, except by invitation. No reference to Limited Common Element need be made in any instrument of encumbrance, conveyance, or other instrument. For the avoidance of doubt, the roof, the structure and the land below the MOB Unit are all Limited Common Elements appurtenant to the MOB Unit, likewise, the roof, the structure and the land below the Resource Units are all Limited Common Elements appurtenant to the Resource Units, likewise The Party Wall shall not constitute a Limited Common Element.

Section 2.24. "Major Decisions" means, except as otherwise provided in this Declaration, any matter coming before the Board which (I) affects (a) the Project in its entirety, (b) the General Common Elements, or (c) the MOB Unit alone and (II) relates to any of the following: (i) certain proportional adjustments to assessments (Section 8.4), (ii) the adoption of or any changes to the Articles, Bylaws or Rules (Section 4.8), (iii) certain acts affecting the Common Elements (Section 6.1); (iv) matters related to declarations of obsolescence with respect to all or portions of the Common Elements (Article XII); (v) the decision not to rebuild following damage or destruction of the Common Elements (Section 13.5), or (vi) the decision not to restore or replace improvements taken in condemnation or conveyed in lieu thereof (Section 14.2).

Section 2.25. "Manager" shall mean such person or entity retained by the Board of Directors to perform certain functions of the Board pursuant to this Declaration or the Bylaws.

Section 2.26. "Map" means the amended Condominium Map which was recorded on _____, 2019 at Reception No. _____ and is made a part of this Declaration, as such Condominium Map may be amended in accordance with this Declaration.

Section 2.27. "Measured Area" means the area in square feet of each Unit measured from the exterior surface of the walls beneath the roof of each Unit. The Units in the Resource Units will be adjusted if necessary to reflect the fact that not all Units have the same exterior surface; however, the total of all of the Units in the Resource Units will account for the total area of the Resource Units building similar to the MOB Unit. The Measured Area of each Unit is indicated on Exhibit B of this Declaration.

Section 2.28. "Member" shall mean any person or entity holding membership in the Association.

Section 2.29. "MOB Unit" shall mean the Unit designated on the Map as the MOB Unit.

Section 2.30. "MOB Unit Director" shall mean the member or members of the Board elected by the MOB Owner in accordance with the provisions set forth in Section 4.6(b)(i), below and the Bylaws.

Section 2.31. "MOB Unit Owner" shall mean the Owner of the MOB Unit.

Section 2.32. "Mortgage" shall mean any mortgage, deed of trust or other similar document which is recorded in the office of the Clerk and Recorder of Adams County, Colorado, and which encumbers any Unit or interest therein as security for the payment of a debt or other obligation.

Section 2.33. "Mortgagee" shall mean any person named as a beneficiary or mortgagee under a Mortgage, or any successor to the interest of any such person under such Mortgage.

Section 2.34. "Owner" shall mean the then current owner of record, whether one or more persons, of fee simple title to a Unit, but shall not mean or refer to any person who holds such interest merely as security for the performance of a debt or other obligation, including any Mortgagee, unless

and until such person has acquired fee simple title pursuant to foreclosure or other proceedings.

Section 2.35. "Party Wall" means the common wall shown on the Map located on the common boundary separating the Resource Units and the MOB Unit, the footings underlying the common wall and the portion of the roof over the common wall.

Section 2.36. "Permittee" means a Person, other than an Owner, rightfully present on or in rightful possession of a Unit or Common Element, or a portion of a Unit or Common Element, including, without limitation, (i) a tenant of an Owner; or (ii) an agent, employee, customer, contractor, licensee, guest or invitee of an Owner or the Association.

Section 2.37. "Person" (whether or not in capitalized form) means a natural person, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or combination of the foregoing.

Section 2.38. "Project" shall mean the Brighton Learning and Resource Center condominium project created by the Original Declaration, consisting of the Property and all of the improvements located on the Property. The Project is a condominium under the definitions of the Act.

Section 2.39. "Project Documents" shall mean the basic documents creating and governing the Project, including, but not limited to, this Declaration, the Articles of Incorporation and Bylaws, the Rules, and the Board Policies (including, but not limited to, the Responsible Governance Policies adopted pursuant to the Act). "Board Policies" means and includes any written procedures, rules, regulations or policies adopted by the Association, as may be required by the Act, including, without limitation, the "Responsible Governance Policies" adopted pursuant to the Act.

Section 2.40. "Property" shall mean and include the property described on Exhibit A.

Section 2.43. "Resource Units" shall mean all of the Units shown on the Map except for the MOB Unit.

Section 2.44. "Resource Units Director" shall mean the member or members of the Board elected by the Resource Unit Owner in accordance with the provisions set forth in Section 4.6(b)(i) below and the Bylaws.

Section 2.46. "Rules" shall mean the rules and regulations adopted by the Association as provided in Section 5.8 below.

Section 2.47. "Special Assessment" shall mean an Assessment levied pursuant to Section 8.3.

Section 2.48. "Super Majority" means the affirmative vote, consent or approval of the Owners holding at least seventy percent (70%) of the votes in the Association.

Section 2.49. "Supplemental Covenants" shall mean additional or further restrictive covenants imposed on a portion or portions of the Property from time to time.

Section 2.50. "Taking" shall have the meaning set forth in Section 14.1.

Section 2.51. "Unit" means a portion of the Project designated for separate ownership by this Declaration. All spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit. The Units are listed on Exhibit B. The boundaries of the

Units are described in Section 3.2. and depicted on the Map.

Section 2.52. "Utility/Service Elements" shall have the meaning for such term set forth in Section 3.3.

ARTICLE III PROJECT

Section 3.1. The Project By this Declaration, the Project is a condominium under the Act, consisting of eight (8) Condominium Units (depicted on the Map). Each Condominium Unit consists of a fee simple interest in a Unit and an undivided fee simple interest in the Common Elements equivalent to the Allocated Interest for the Unit. Such undivided interests in the Common Elements are declared to be appurtenant to the respective Units.

Section 3.2. Designation of Unit Boundaries The vertical and horizontal boundaries of the MOB Unit are formed by the finished exterior or outside surface of any exterior walls, roofs, doors, windows, floor slabs or foundations of the building constituting the Unit, as more particularly depicted on the Map. The MOB Unit is a stand-alone Unit and has no interior vertical or horizontal boundaries. The Resource Units interior vertical and horizontal boundaries are formed for each Unit by the interior unfinished surfaces of the walls, ceilings, floors, windows, and walls, including all electrical outlets, lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finish flooring, and any other material constituting any part of the finished surfaces within such Unit; provided however, the Resources Units that have exterior walls include and are formed by the finished exterior or outside surface of any exterior walls, roofs, doors, windows, floor slabs or foundations of the building constituting the Unit, as more particularly depicted on the Map. All other portions of the walls, floors, or ceilings, not specifically identified herein or on the Map, are part of the Common Elements. All portions of the Unit's interior, and all fixtures and improvements within the boundaries of the Unit are part of the Unit. With respect to the common wall separating the Resource Units and the MOB Unit, the vertical boundary of the Units is formed by the Party Wall as shown on the Map. In the event the building comprising a Unit is destroyed or demolished, the vertical and horizontal boundaries of the Unit shall continue to be defined by the former location of the exterior surfaces of such building as in existence prior to its destruction or demolition, subject to Section 12.3.

Section 3.3. Utility/Service Elements Any shafts, chutes, flues, ducts, vents, chases, fan coils, pipes, wires, conduits or utility lines and any boilers, vents, HVAC-related equipment, elevator-related equipment, grease interceptors, telecommunications, fiber optic, cable and wireless-related equipment and other similar utility or service lines or equipment (collectively, "Utility/Service Elements") that now or hereafter serve one or Units (but not all Units) but are not located entirely within the Unit(s) served are Limited Common Elements allocated to the Unit(s) served. Any Utility/Service Elements that exclusively serve a single Unit and are wholly located within such Unit are part of that Unit. Any Utility/Service Elements that exclusively serve a Common Element are a part of the Common Elements. Any Utility/Service Elements that serve all of the Units are General Common Elements.

Section 3.4. Common Elements.

(a) General Common Elements All landscaping and lighting improvements located on the Property are General Common Elements, as well as all parking areas. The MOB Unit shall have priority for the use of 47 parking spaces for patients in the southern portion of the central parking lot shown on the Map. The MOB Unit shall also have priority for the use of 57 spaces for employee parking in the southern portion of the eastern parking lot shown on the Map. The designation of all such parking spaces will be by signage to be set forth in the Rules.

(b) Limited Common Elements The Limited Common Elements include the real property underlying the Units. The MOB Unit has appurtenant to it all of the real property below the MOB Unit and the Resource Units have an undivided interest appurtenant to the Resource Units all of the real property below the Resource Unit. Additionally, the Limited Common Elements include those designated in this Declaration and those designated "LCE" or otherwise allocated on the Map.

Section 3.5. Inseparability of Condominium Unit No part of a Condominium Unit or the legal rights comprising ownership of a Condominium Unit may be partitioned or separated from any other part thereof during the period of condominium ownership prescribed in this Declaration. Each Condominium Unit shall always be conveyed, transferred, devised, bequeathed, encumbered, and otherwise affected only as a complete Condominium Unit. Every conveyance, transfer, gift, devise, bequest, encumbrance, or other disposition of a Condominium Unit or any part thereof shall be presumed to be a disposition of the entire Condominium Unit, together with all appurtenant rights and interests created by law or by this Declaration.

Notwithstanding the foregoing, the Association shall have the right to dedicate, sell or otherwise transfer all or any part of the Common Elements to the fullest extent permitted under the Act. The granting of easements for public utilities, for access by pedestrians or for other public purposes not inconsistent with the intended use of the Common Elements shall not be deemed a transfer requiring any consent of the Owners.

Section 3.7. Recorded Easements and Licenses The recording data for recorded easements and licenses appurtenant to or included in the Property are set forth on the attached Exhibit C.

Section 3.8 Identification of Units/ Unit Descriptions The identification number of each Unit is shown on the Map and Exhibit B to this Declaration. Every contract for sale, deed, lease, Mortgage, will or other legal instrument must legally describe a Unit by its identifying Unit number followed by the name of the Community, with reference to the Map, and the Original Declaration. An illustrative description is as follows:

Unit _____, Brighton Learning and Resource Center, according to the Condominium Declaration for Brighton Lifelong Learning and Resource Center," recorded December 18, 2007, at Reception No. 2007000115418 (the "Original Declaration") and that certain "Condominium Map," recorded at Reception No. 20070001155222, in the real property records of the Clerk and Recorder for the County of Adams, State of Colorado, as amended by the Amended and Restated Condominium Declaration for Brighton Learning and Resource Center," recorded _____, 2019, at Reception No. _____ (the "Declaration") and that certain "Map," recorded at Reception No. _____, in the real property records of the Clerk and Recorder for the County of Adams, State of Colorado.

Reference to the Declaration or Map in any instrument shall be deemed to include any supplements, any amendments, and, specifically, this Amended and Restated Declaration, without specific reference.

ARTICLE IV THE ASSOCIATION

Section 4.1. Powers The Association will serve as the governing body for the Project and has the responsibilities set forth in this Declaration and the Bylaws. The Association will have the powers described in §38-33.3-302 of the Act.

Section 4.2. Association Management Duties Subject to the rights and obligations of the Owners, the Association shall be responsible for the administration and operation of the Project. The Board of Directors shall exercise for the Association all powers, duties and authority vested in or obligated to be taken by the Association and not reserved to the Owners by this Declaration, the other Project Documents, the Act or other applicable law. The Association shall have the right to engage a Manager and the cost of such Manager will be a Common Expense.

Section 4.3. Common Elements

Section 4.3.1. General Common Elements Each Owner shall have a non-exclusive perpetual right and easement of access over, across, and upon the Common Elements for the purpose of entering and exiting such Owner's Unit and the public ways for both pedestrian and vehicular travel, which right and easement shall be appurtenant to and pass with the transfer of title to such Unit and for the purpose of making repairs or alterations within the Condominium Unit; and; provided, however, that such right and easement shall be subject to the following:

- (a) The covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions of record or contained in this Declaration or the Map;
- (b) The right of the Association to regulate on a reasonable and equitable basis the use of Common Elements;
- (c) The right of the Association to adopt, from time to time, reasonable rules and regulations concerning vehicular traffic and travel upon, in, under, and across the Project; and
- (d) The right of the Association to adopt, from time to time, any and all reasonable rules and regulations concerning the Common Elements as the Association may determine are necessary or prudent, subject to the terms of Section 5.8.

Notwithstanding the foregoing, the Association shall take no action which unreasonably restricts any Owner's or such Owner's guests, tenants' and licensees' rights and easement of access over, across and upon the Common Elements to such Owner's Unit(s). Each Owner may grant its Permittees the right of use and enjoyment of the General Common Elements pursuant to this Section 4.3.1.

Section 4.3.2. Limited Common Elements Subject to the provisions of this Declaration, every Owner shall have the exclusive right and easement to use and enjoy any Limited Common Element allocated to such Owner's Unit. Each Owner may grant its Permittees the right of use and enjoyment of the Limited Common Elements allocated to its Unit pursuant to this Section 4.3.2.

Section 4.3.3. Common Elements Subject to Easements Notwithstanding any provision of this Declaration to the contrary, whenever an Owner has a right to use any Common Element pursuant to this Declaration, and regardless of whether that right is deemed exclusive or nonexclusive, the right of the Owner to use that Common Element is subject to the easements described in Article IX.

Section 4.4. Association's Responsibility for Common Elements.

Section 4.4.1. Management and Maintenance The Association, subject to the rights and obligations of the Owners set forth in this Declaration, shall be responsible for the management and control of the Common Elements and all improvements on the Common Elements (including furnishings and equipment related thereto), and shall keep it in good, clean, and attractive condition and repair, pursuant to the terms and conditions of this Declaration.

Notwithstanding the foregoing, any Limited Common Element appurtenant to a single Unit shall be the responsibility of the Owner of such Unit and any Limited Common Element appurtenant to more than one Unit will be maintained by the Association, unless otherwise agreed to be the Units Owners and the Association regarding the maintenance of such Limited Common Element appurtenant to more than one Unit. The expenses associated with such maintenance of Limited Common Elements will be allocated to each appurtenant Unit in accordance with its Allocated Interest.

Section 4.4.2. Regulation of Use By Owners Any use of the Common Elements by Owners and their Permittees shall be subject to any applicable Rules governing the Common Elements. The Board shall have the authority as part of the Rules to regulate all matters related to the use of the Common Elements by Owners and their Permittees. Notwithstanding the provisions of Section 4.3, the Association may establish charges for use of the General Common Elements to assist the Association in offsetting the costs and expenses of the Association, including depreciation and capital expenses. All charges established under this Section 4.4.2 shall be reasonable and shall be uniformly applied, except such charges may reasonably differentiate between reasonable categories of Units, Owners, tenants, guests or members of the general public. Each Owner, tenant and guest shall be obligated to and shall pay such charges for use.

Section 4.4.3. Common Expense All expenses incurred by the Association with respect to the General Common Elements including, without limitation, expenses for insurance, operations, maintenance, and repairs, taxes, and property management shall be treated as Common Expenses. The Association may, as determined in its reasonable business discretion, incur expenses of a capital nature for replacement, reconstruction, or improvement of the Common Elements and the improvements constructed on the Common Elements in the discretion of the Board, such expenditures may be funded by borrowing or by Special Assessments, in which case installments due with respect to repayment of such borrowing shall be Common Expenses; provided however, any such expenses related to Limited Common Elements will be assessed only against such Units the Limited Common Elements are appurtenant.

Section 4.4.4. Reserve Account The Association shall establish and maintain an adequate reserve fund from Annual Assessments levied pursuant to Article VIII below for maintenance, repair or replacement of those General Common Elements and improvements located within such areas that must be replaced on a periodic basis.

Section 4.4.5. Expansion The Board may, from time to time, determine to expand the General Common Elements improvements based upon the needs and desires of the Members. Such expansion may be financed by special assessment or by borrowing as provided above. The Board may, in its business discretion, determine to charge commercially reasonable user fees to Members in connection with the use of any new facilities installed as part of any expansion of the Common Elements improvements.

Section 4.5. Membership Every Owner, by virtue of being an Owner, and for so long as it is an Owner, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Condominium Unit. An Owner shall not transfer, pledge or

alienate its membership in the Association in any way except upon the sale of a Condominium Unit, and then only to the purchaser or Mortgagee of the Condominium Unit. However, any Owner may appoint, in a written instrument furnished to the Secretary of the Association, an attorney-in-fact to exercise the rights of such Owner as a member of the Association, and in the event of such appointment, the attorney-in-fact shall have the power to cast votes on behalf of the Owner as a member of the Association, subject to the provisions of and in accordance with the procedures more fully described in the Bylaws of the Association.

Section 4.6. Voting Rights

(a) Each Condominium Unit shall be allocated a number of votes for the purpose of matters relating to the General Common Elements or the Project as a whole as set forth in Exhibit B. Members of the Association may exercise such voting rights subject to and in accordance with the provisions below and those of the Bylaws of the Association. All Members of the Association shall be entitled to vote on all matters affecting the Project which are required by this Declaration or the Act to be submitted to the vote of the Owners and, except as otherwise provided in this Declaration or required by law, any decision adopted by Super Majority. Notwithstanding the foregoing, certain issues relating to the operation and maintenance of the Project do and may affect only the valid interest of either the Resource Owner(s) or the MOB Owner(s), such as the operation and maintenance of the Limited Common Elements-Resource and the Limited Common Elements-MOB. In order to protect the legitimate, distinct interests of both the Resource Owner(s) and the MOB Owner(s), the following matters shall be voted by Resource Owner(s) and MOB Owner(s):

(i) Limited Common Elements The Resource Unit shall be allocated the sole vote for the purpose of matters relating exclusively to the Limited Common Elements-Resource or the Resource Unit. The MOB Unit shall be allocated the sole vote for the purpose of matters relating exclusively to the Limited Common Elements-MOB or the MOB Unit.

Notwithstanding any provision in this Declaration or in the Bylaws of the Association, no term pertaining to voting requirements in this Declaration or in the Bylaws shall be construed so as to violate the Act.

(b) Any person, on becoming a Member, shall furnish to the Secretary of the Association a photocopy or certified copy of the recorded instrument, vesting the party with the interest required to make it a Member of the Association. At the same time, the party shall provide the Association with the single name and address to which the Association shall send any notices given pursuant to the Project Documents.

Section 4.7. Board. All matters related to the Board are governed by the Bylaws.

Section 4.8. Bylaws The Association has adopted Bylaws for the regulation and management of the Association. The provisions of the Bylaws will not be inconsistent with the provisions of this Declaration of the Act.

Section 4.9. Cooperation with Local Government The Association will cooperate with applicable governmental and quasi-governmental authorities in all respects to enable the Association and such authorities to efficiently and economically provide their respective services to the Owners. It is contemplated that from time to time either the Association or any of those authorities may use the services of the other in furthering their respective obligations, and they

may contract with each other to better provide for such cooperation. Without limiting the generality of the provisions in this Section 4.9, the Association may enter into contracts relating to the use, operation and maintenance of property owned or otherwise held by the City of Brighton, Adams County or other local governments or quasi-governmental authorities, but available to the Owners in the Project for their benefit and use for purposes such as parking and street rights-of-way. The expenses of performing under such contracts will be Common Expenses.

Section 4.10. Manager The Association may employ or contract for the services of a Manager to act for the Association and the Board and the officers according to the powers and duties delegated to the Manager pursuant to the Bylaws or resolution of the Board, provided that no such employment shall be by a contract having a term of more than three years, and each such contract shall be subject to cancellation by the Association on 90 days' or less prior notice without cause and without payment of a termination fee. The Manager shall not have the authority to make expenditures for additions or improvements except upon specific prior approval and direction by the Board. The Board or any officer of the Association shall not be liable for any omission or improper exercise by a Manager of any such duty, power, or function so delegated by written instrument executed by or on behalf of the Board.

Section 4.11. Roads Streets Parking Spaces and Trash Disposal

(a) The Association shall be responsible for the maintenance, repair and replacement of all roads, streets and parking spaces within the legal description of the Common Elements. In any case, maintenance responsibilities shall include periodic maintenance of the surface and regular snow, ice and trash removal from all drive areas. The Board shall cooperate with the applicable traffic and fire control officials to post public and private drives, roads and streets with traffic control fire lane, and parking regulation signs.

(b) The Owners shall be responsible for the collection and disposal of all biological materials, hazardous substances, construction debris and oversized rubbish generated by uses in or with respect to such Owner's Unit. The Association shall be responsible for the collection and disposal of all other trash generated by uses within the Project.

(c) Any costs or expenses incurred by the Association in fulfilling the foregoing maintenance obligations shall be a Common Expense.

Section 4.12. Water and Sewer The Project, including the Resource Unit, the MOB Unit and the General Common Elements, are served collectively by a single water tap and lateral and single sanitary sewer tap and lateral from the mains for such utilities. The cost of water and sanitary sewer are a Common Expense. The Association shall be responsible for the maintenance, repair and replacement of all portions of the water and sanitary sewer lines serving the Project and not owned by a utility provider or dedicated to a governmental authority and accepted for maintenance. Notwithstanding the foregoing, each Owner will be responsible, at its sole cost and expense, for the maintenance, repair and replacement of those portions of the water and sanitary sewer lines that constitute Limited Common Elements with respect to such Owner's Unit. Until additional meters are installed measuring the water service provided to each Unit and the Common Elements (the costs of which would be paid through as a Common Expense or a Special Assessment), the costs for maintaining, repairing and replacing the water and sanitary sewer line, as well as the utility charges incurred in connection with the provision of water and sanitary sewer service to the Project, will be allocated to the Units based on their respective Allocated Interests, subject to equitable apportionment by the Board pursuant to Section

8.4. In the event additional meters or sub-meters are installed with respect to the Units, such utility costs and charges will be allocated based on metered usage.

Section 4.13. HVAC System The Project is served by a single HVAC system. The Association shall be responsible for the maintenance, repair and replacement of all portions of the HVAC system as a Common Expense. Notwithstanding the foregoing, each Owner will be responsible, at its sole cost and expense, for the maintenance, repair and replacement of those portions of the HVAC system that constitute Limited Common Elements with respect to such Owner's Unit. The costs for maintaining, repairing and replacing the water and sanitary sewer line as well as the utility charges incurred in connection with the provision of HVAC service to the Project, will be allocated to the Units based on their respective Allocated Interests, subject to equitable apportionment by the Board pursuant to Section 8.4.

Section 4.14. Intentionally Deleted

Section 4.15. Implied Rights The Association may exercise any and all other rights or privileges given to it by this Declaration, or by the other Project Documents, or as may otherwise be given to it by the Act, by other law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association in the Project Documents or reasonably necessary to effectuate any such right or privilege.

Section 4.16. Books and Records The Managing Agent or the Board, as the case may be, shall keep detailed, accurate records of the receipts and expenditures affecting the Common Elements and shall maintain such other books and records as may be required under the Act and the Governance Policies. Owners and Mortgagees may inspect the records of receipts and expenditures of the Managing Agent or the Board according to the terms and conditions set forth in the Governance Policies relating to inspection of Association records.

Section 4.17. LIMITATION OF LIABILITY OF THE ASSOCIATION NOTWITHSTANDING THE DUTY OF THE ASSOCIATION TO MAINTAIN AND REPAIR THE COMMON ELEMENTS, AND EXCEPT TO THE EXTENT COVERED BY ASSOCIATION INSURANCE AS DESCRIBED IN ARTICLE X, THE ASSOCIATION SHALL NOT BE LIABLE TO OWNERS FOR INJURY OR DAMAGE, OTHER THAN FOR THE COST OF MAINTENANCE AND REPAIR OF THE COMMON ELEMENTS, CAUSED BY ANY LATENT CONDITION OF THE COMMON ELEMENTS TO BE MAINTAINED AND REPAIRED BY THE ASSOCIATION OR CAUSED BY THE ELEMENTS OR OTHER OWNERS OR PERSONS.

ARTICLE V PROPERTY USE RESTRICTIONS

Section 5.1. General Restriction The Property shall be used only as permitted by the applicable ordinances of general application of the City of Brighton, and the laws of the State of Colorado and the United States, and as set forth in the Project Documents or other specific recorded covenants affecting all or any part of the Property, including but not limited to, any deed restrictions set forth in the conveyance deeds to third parties. In no event will the Property or any portion thereof be used for residential purposes. (For purposes of the foregoing, "residential purposes" shall mean multi-family or single family housing.) No Owner shall dispose or allow any person under the Owner's control or direction to release, discharge, or emit from the Property or dispose of any material on the Property that is designated as hazardous or toxic under any federal, state, or local law, ordinance, or regulation.

Section 5.2. Insurance Risks No Unit may be used for any use which would constitute an unusual fire hazard, would result in jeopardizing any insurance maintained by the Association on any part of the Project or would result in any increase in the premium for that insurance; provided, however, that the Board may approve the use if adequate safeguards are undertaken at the Owner's expense and any increase in insurance premiums is allocated to, and paid by, the Owner pursuant to Section 8.4.

Section 5.3. Leasing Each Owner may lease all or any portion of the Owner's Unit if the lease is in writing and is expressly made subject to this Declaration. Any lease will provide that any breach of this Declaration by the tenant will also be a breach of the lease. As to each lease, the Owner will, within a reasonable time after execution of such lease, provide the Board with (i) a copy of the fully executed lease, if requested by the Board; (ii) the current address and telephone number of the Owner and tenant; and (iii) a statement by the Owner that the tenant has received a copy of this Declaration, any amendments to this Declaration, the Bylaws and the current Rules, and that the tenant has been advised that it may have obligations under those documents as a Permittee. The Board may also make reasonable Rules concerning the leasing of Units.

Section 5.4. Signs No signs of any kind shall be displayed to the public view on or from any portion of the Common Elements except in compliance with applicable law and as approved by the Association.

Section 5.5. Trash All rubbish, garbage and debris will be regularly removed from and will not be allowed to accumulate on the Project. All trash, garbage and other debris generated on and awaiting removal from the Project will be kept in sanitary containers in accordance with the Rules of the Association.

Section 5.6. Idle, Abandoned, Inoperable, or Oversized Vehicles No idle, abandoned or inoperable vehicles of any kind shall be stored or parked on any portion of the Property "Idle, abandoned or inoperable vehicle" is defined as any vehicle which has not been driven under its own propulsion for a period of 10 days or longer. A written notice describing the idle, abandoned, or inoperable vehicle and requesting removal of the vehicle may be personally served upon the Owner or posted on the unused vehicle. If such vehicle has not been removed to a location off the Property within 72 hours after notice has been given, the Association shall have the right to remove the vehicle without liability, at the sole cost and expense of the Owner. All unsightly vehicles and machinery may be required by the Board to be stored at a designated location or locations.

Section 5.7. Obstructions There shall be no obstruction of any roadways, walkways or paths or interference with the free use of those roadways, walkways and paths except as may be reasonably required in connection with repairs.

Section 5.8. Rules From time to time and subject to the provisions of the Project Documents, the Board may adopt, amend and repeal rules and regulations, to be known as the "Rules," governing, among other things and without limitation those matters described below. The adoption of and any material amendment or addition to the Rules shall constitute a Major Decision requiring approval of at least 4 of the 5 Directors in accordance with Section 4.7. Prior to the adoption or amendment of any rule, the Board must notify each Owner about the proposed rule or amendment to a rule, whether in writing, via e-mail or on a website, and the Owners must be allowed a reasonable opportunity to be heard at the Board meeting regarding the proposed or amended rule. The Rules shall be reasonable and shall be uniformly applied, except such rules may differentiate between reasonable categories of Units, Owners, tenants, guests and members of the general public. Each Owner and such Owner's Permittee shall be obligated to and shall comply with and abide by such Rules. A copy of the Rules in effect shall be distributed to each Member of the Association, and any

change in the Rules shall be distributed to each Member within a reasonable time following the effective date of the change.

The Rules may govern the following:

(a) The use of the Common Elements, including both General Common Elements and Limited Common Elements, the use of private drives, if any, within the Project and any other property in which the Association holds an interest.

(b) The use of the Units for the following purposes only: (i) to protect the Common Elements; (ii) to prevent any use of a Unit that violates this Declaration; or (iii) to prohibit any behavior or occupancy of a Unit that violates this Declaration or materially adversely affects the use and enjoyment of other Units or the Common Elements by other Owners.

Section 5.9 Additional Restrictions. Without limiting the generality of any restrictions on use set forth in this Declaration, no Unit or any other portion of the Project will be used for any use other than for a non-profit or not for profit use. Additionally, no Unit may be used for any use that is not education, health-care, medical, dental, pharmacy, counseling, behavioral health services, mental health services, or related uses to the foregoing permitted uses.

Section 5.10 Marijuana. No Unit may be used for growing, delivering, transferring, supplying, dispensing, disbursing, distributing or selling marijuana, whether by prescription, medication recommendation or otherwise, and whether consisting of live plants, seeds, seedlings, or processed or harvested portions of the marijuana plant.

ARTICLE VI OWNER'S OBLIGATIONS FOR MAINTENANCE

Section 6.1. Maintenance by Owners Subject to Article XIII and Article XIV, each Owner shall be solely responsible for the maintenance, repair and replacement of such Owner's Unit and the Limited Common Elements serving such Owner's Unit exclusively, including, but not limited to the building comprising the Unit, the foundation, walls, roof and other structural aspects of the building, the exterior and windows of the building, all mechanical, electrical and plumbing systems, lines, equipment or components that are located in, are part of or exclusively serve, the Unit, and the interior of the building comprising the Unit, as applicable, and if Limited Common Elements serve more than one Unit, the Owner's Units served are responsible for the costs of such maintenance, repair and replacement of the Limited Common Elements by the Association. The Association shall have no responsibility for such work except as otherwise set forth in this Declaration for Limited Common Elements appurtenant to more than one Unit. Moreover, subject to Article XIV and Article XV, each Owner shall maintain, repair and replace its Unit and the Limited Common Elements serving such Owner's Unit exclusively (a) in good, clean, working, sanitary and attractive condition, and (b) as necessary to prevent damage to other Units or the Common Elements, including but not limited to the water and sewer lines described in Section 4.12 and the HVAC system described in Section 4.13. An Owner shall not act or perform any work that affects the General Common Elements or Limited Common Elements allocated to the other Owner's Unit, or impairs the structural soundness or integrity of the General Common Elements or Limited Common Elements allocated to the other Owner's Unit, or impairs any easement without the prior written consent of the Association and in such case the Association shall perform such work, except in the event of an emergency. No damage

to, or waste of the Common Elements, or any part thereof, or any other Unit, shall be committed by or allowed to be committed by any Owner or shall occur as a result of the construction, operation, use, repair, or replacement of improvements within such Owner's Unit or constructed by or on behalf of such Owner in or upon any of the Common Elements. Each Unit Owner will perform its responsibilities in a manner that does not unreasonably disturb the other Owners or Permittees and promptly report to the Association any defect or need for repairs for which the Association is responsible.

Section 6.2. Damage Caused by Others Subject to Section 10.13, each Owner will pay all costs of repair or replacement of any portion of the Project that is damaged or destroyed by reason of the willful misconduct, negligence or violation of any law, this Declaration, the Bylaws or the Rules by the Owner or any of its Permittees. Such amount will be a Special Assessment levied against such Unit. The Owner will make the payment upon receipt of the Association's demand for it. If an Owner fails to make the payment within 30 days of receiving a demand for it, the Association may take whatever lawful action it deems necessary to collect the payment including, without limitation, foreclosing its lien or instituting an action at law or in equity.

Section 6.3. Maintenance Standard Subject to Section 13.5, for the benefit of all Owners, each Owner and the Association will perform their respective maintenance and repair obligations under Sections 4.4.1 and 6.1 respectively, in a manner consistent with a well-maintained office project located in the Brighton, Colorado metropolitan area.

Section 6.4. Changes to the Exterior No Owner will make or permit any changes to the character of the exterior of such Owner's Unit except in compliance with, and any and all renovations to or reconstruction of a Unit shall comply with, the applicable design standards adopted by the City of Brighton from time to time and applicable to similar types of projects generally.

Section 6.5. Election to Perform Owners' Duties The Association may elect to maintain, repair, replace or restore any Unit or Limited Common Element that an Owner is required to maintain, repair, replace or restore pursuant to this Article VI if (i) the Owner has failed, for more than 30 days after notice from the Association, to maintain, repair, replace or restore its Unit or such Limited Common Element as required under this Declaration; and (ii) the failure materially affects the appearance of the Project, or impairs the structural integrity or building systems of any portion of the Project or the common utilities and HVAC systems serving the Project, or has a materially adverse effect on the use of another Unit or a Common Element for its permitted and intended use. If however, the required maintenance, repair, replacement or restoration cannot be cured because of its nature or scope within the 30-day period, the Association may not perform the repair, maintenance, replacement or restoration so long as such Owner commences performance of its obligations within the 30-day period and diligently pursues it to completion. The Owner will pay all costs incurred by the Association in accordance with this Section 6.5 upon receiving the Association's demand for payment. If the Owner fails to make the payment within 30 days of receiving a demand for it, the Association may take whatever lawful action it deems necessary to collect the payment including, without limitation, foreclosing its lien or instituting an action at law or in equity.

ARTICLE VII IMPROVEMENTS AND ALTERATIONS

Section 7.1. Permitted Unit Alterations An Owner may make improvements or alterations to the Owner's Unit in accordance with and to the extent permitted by Section 38-33.3-211 of the Act and in accordance with the requirements of Section 7.3. Prior to the commencement of any work, the Owner will pay the Association a deposit for the Association's attorneys' and engineering fees and other costs which the Board estimates that it will incur in reviewing and effectuating

the application and preparation of any required amendments to this Declaration and the Map, if any. All construction activities shall be planned and carried out with a minimum of disruption, unsightliness and noise, all construction shall proceed diligently, and abandonment of the work at any time shall void the Board's approval. The Board may require the Owner to enter into a temporary construction easement or other easement agreement if any Common Elements will be used for any purpose, at Owner's sole cost and expense. The Owner shall defend, indemnify and hold harmless the Association and all other Owners against any liability that they might incur as a result of such work, including without limitation, damage to the Common Elements, damage to property, injury to persons or liens for the payment of work or materials. The Association has the right to require that appropriate bonds, insurance, or other security or assurances be provided by the Owner.

Section 7.2. Alteration of Common Elements

(a) No Owner or Owner's Permittee may construct anything upon, remove anything from, or alter any of the General Common Elements, or paint, decorate or landscape any portion of the General Common Elements without the consent of the Association and then, only in accordance with the requirements of Section 7.3. Without limiting the generality of the previous sentence, no Owner or Owner's Permittee may do anything which impairs or affects any easement or right granted pursuant to this Declaration.

(b) The Association may construct an alteration or improvement to a Common Element (a "Common Alteration") if (i) the Common Alteration does not have a materially adverse effect, either during construction or upon completion, upon the use of any Unit or Limited Common Element for its permitted purposes (unless the Owner of the affected Unit consents in writing to the Common Alteration); (ii) the cost of the Common Alteration constitutes a Common Expense and a budget that includes such cost is adopted pursuant to Section 8.2; and (iii) such work is completed in accordance with the requirements of Section 7.3.

Section 7.3. Construction Any construction or demolition work permitted under this Declaration will comply with the following additional provisions and the Owner will provide the Board with evidence thereof:

(a) The Person performing such construction or demolition work will have all necessary licenses to perform the work and will obtain all necessary permits and governmental authorizations for the work; the Owner will provide complete drawings and specifications, including a drawing showing the location of the proposed work on the Map, including with reference to any specific Limited Common Element prepared by a licensed architect;

(b) The construction will comply with all applicable zoning and building codes and other applicable laws, ordinances and restrictive covenants; evidence that the work will not affect the structural elements of the Project, together with a certification to the Association by a structural engineer that the structural elements of the Project can support the loads of the work, if applicable, along with an adequate description of all engineering features of the proposed work, including without limitation any penetrations through a Common Element, the extent of any modification or demolition of a Common Element prepared by a licensed engineer;

(c) Prior to commencing any construction or demolition work, the Person performing such work will provide the Board with (i) evidence that the contractor performing such work maintains worker's compensation insurance in the amount required by law

and contractor's liability insurance with limits the Board reasonably requires and (ii) any other documents reasonably requested by the Board;

(d) The Person performing such work will cause the alteration to be constructed and completed diligently, in a good and workmanlike manner, and free and clear of all mechanic's and materialmen's liens and other claims or liens; and provide lien waivers from all parties supplying materials or work;

(e) During the construction process, the Person performing such Work, to the extent consistent with good construction practice, will keep the area affected in a safe, neat and clean condition;

(f) The Person performing such work will minimize the impact from the construction process on the other Unit and the Common Elements;

(g) The Person performing such Work will do so in a manner that maintains harmonious labor relations and does not interfere unreasonably with or delay the work of any other contractors then working anywhere on the Project;

(h) The Person performing such work will reimburse the Association for all costs incurred by the Association in connection with the work, such as the increase in cost of trash removal due to the performance of such work;

(i) An agreement by the Owner that all construction activities shall be planned and carried out with a minimum of disruption, unsightliness and noise; and

(j) The Association or its designated representative may monitor and conduct on-site inspections to the extent required to determine that the work complies with this Declaration, the Project Documents and any applicable approvals, conditions, imposed or prescribed by the Association. The Association or its designated representatives may enter upon any Unit at any reasonable time, for the purpose of observing the progress, status or completion of any work.

Section 7.4. Mechanics' Liens Subsequent to the recording of this Declaration, no labor performed or materials furnished for use and incorporated in any Unit or Common Element at the request or with the consent of an Owner (acting on its own as opposed to on behalf of the Association, whether as a Member or as a member of the Board) or the Owner's agent, contractor or subcontractor shall be the basis for the filing of a lien against a Unit of any other Owner not expressly consenting to or requesting the same, or against any interest in the Common Elements. Each Owner shall indemnify and hold harmless each of the other Owners and the Association from and against any liability or loss arising from the claim of any mechanic's lien for labor performed or for materials furnished in work on such Owner's Unit, against the Unit of another Owner, or against the Common Elements, or any part thereof.

Section 7.5. Enforcement by the Association At its own initiative or upon the written request of any Owner (if the Association determines that further action by the Association is proper) the Association shall enforce the indemnity provided by the provisions of Section 7.4 above by collecting from the Owner requesting or consenting to the labor performed or materials furnished the amount necessary to discharge by bond or otherwise any such mechanic's lien, including all costs and reasonable attorneys' fees incidental to the lien, and obtain a release of such lien. In the event that the Owner refuses or fails to so indemnify 7 days after the Association shall have given notice to such Owner of the total amount of the claim, or any portions thereof from time to time,

then the failure to so indemnify shall be a default by such Owner under the provisions of this Section and such amount to be indemnified shall automatically become a Default Assessment determined and levied against such Unit, and enforceable by the Association in accordance with Sections 8.1, 8.7 and 8.8 below. Actions by the Association under this Section 7.5 shall not constitute a Dispute or a Major Decision.

ARTICLE VIII COVENANT FOR MAINTENANCE ASSESSMENTS

Section 8.1. Creation of the Lien and Personal Obligation for Assessments Each Owner of any Condominium Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, are deemed to covenant and agree to pay to the Association: (1) Annual Assessments or charges as provided in this Declaration to carry out the functions of the Association; (2) Special Assessments for capital improvements and other purposes as stated in this Declaration, such Annual and Special Assessments to be fixed, established, and collected from time to time as provided below; and (3) Default Assessments which may be assessed against a Condominium Unit pursuant to the Project Documents for the Owner's failure to perform an obligation under the Project Documents or because the Association has incurred an expense on behalf of the Owner under the Project Documents.

The Annual, Special and Default Assessments, together with fines, interest, costs and reasonable attorneys' (and legal assistants') fees and charges allowed under the Act, shall be a charge on the Unit and shall be a continuing lien upon the Condominium Unit against which each such Assessment is made until paid. Interest will accrue at the highest amount permitted by the Act.

Each such Assessment, together with fines, interest, costs, and reasonable attorneys' (and legal assistants') fees and other charges allowed under the Act, shall also be the personal and individual obligation of the Owner of the Condominium Units against which each such Assessments are made as of the time the Assessment falls due, and two or more Owners of a Condominium Unit shall be jointly and severally liable for such obligations. No Owner may exempt itself from liability for any Assessments by abandonment of his Condominium Unit or by waiver of the use or enjoyment of the Common Elements. Suit to recover a money judgment for unpaid Assessments and related charges as listed above may be maintained without foreclosing or waiving the Assessment liens provided in this Declaration.

Section 8.2. Calculation and Apportionment of Annual Assessments and Common Expenses The Board of Directors shall prepare (or cause the Manager to prepare) a budget before the closing of each fiscal year of the Association based upon the Association's advance estimate of the cash requirements needed by it to provide for the administration and performance of its duties during such fiscal year, or to pay any deficit remaining from a prior fiscal year. The approval of any proposed annual budget for the Association will be in accordance with the Act.

Section 8.2.1. Approval of Budget Within 90 days after the Board adopts any proposed budget for the Association, the Board will mail, by ordinary first-class mail, or otherwise deliver a summary of the proposed budget to all Owners and will set a date for a meeting of the Owners for consideration of the proposed budget. Such meeting will occur within a reasonable time after mailing or other delivery of the summary. The Board will give notice to the Owners of such meeting as provided for in the Bylaws. The budget proposed by the Board does not require approval of the Owners, will be deemed approved by the Owners in the absence of a veto by a vote of the

majority of Owners, whether or not a quorum is present. Until a new budget is adopted by the Board and not vetoed by the Owners, the periodic budget last proposed by the Board and not vetoed by the Owners, will continue in effect.

Section 8.2.2. Apportionment of Annual Assessments The Board of Directors shall levy and assess the Association's annual Assessments in accordance with the annual budget. Subject to equitable adjustment as provided in Section 8.4, the total annual assessment for any fiscal year of the Association shall be assessed to the Owners of the Condominium Units in an amount equal to the Owner's Allocated Interest as set forth on Exhibit B.

Section 8.3. Special Assessments In addition to the Annual Assessments authorized by Section 8.2 above, and subject to the budget procedures required by the Act, the Board of Directors may levy in any fiscal year one or more Special Assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair, or replacement of a described capital improvement upon the General Common Element, including the necessary fixtures and personal property related thereto, or to make up any shortfall in the current year's budget.

(a) Notice of the amount and due dates for such Special Assessments must be sent to each Owner at least 30 days prior to the due date.

(b) Subject to adjustment as provided in Section 8.4, any amounts determined, levied and assessed pursuant to this Section shall be assessed to the Condominium Units in the same manner as described with respect to Annual Assessments in Section 8.2.2.

Section 8.4. Exception to Rate of Assessment The provisions of Sections 8.2 and 8.3 are subject to the following. To the extent any Common Expense relating to the General Common Elements or Project disproportionately benefits any Owner or group of Owners, the Board may adjust the assessment for such Common Expense in such proportion as is equitable. The decision to make a proportional adjustment of Common Expenses shall be a Major Decision. To the extent any Common Expense relating to the Limited Common Elements-Resource or Limited Common Elements-MOB disproportionately benefits any Owner or group of Owners, the Directors representing the class of affected Owners may adjust the assessment for such Common Expense among the affected Owners in such proportion as may be appropriate so as to eliminate any inequity among Owners. Equitable adjustments to the allocation to each Owner of the cost of premiums for any insurance carried for, and to be charged to, a particular Owner, as more fully detailed in Article X, will be made with the assistance of any company providing insurance for the benefit of the Owners under Article X. Equitable adjustments to the allocation of costs for consumption of common utilities (such as heating, cooling, trash removal and water and sewer charges) among the users thereof in the event of disproportionate consumption of any such common utility by an Owner shall be based upon any reasonable method of determining relative usage of such utilities, including, without limitation, by engineering analysis. The total annual Assessments of the Association shall be apportioned among both Units as provided in this Section.

Section 8.5. Intentionally Deleted.

Section 8.6. Collection Assessments shall be collected on a periodic basis as the Board of Directors may determine from time to time, but until the Board directs otherwise, Assessments shall be payable quarterly in advance on the first day of each quarter of the calendar year. Collections of the Association's Assessments in this manner shall not prevent the creation of the Association's lien against any Condominium Unit or impair the Association's ability to enforce or collect its Assessments as provided under this Declaration if they are not remitted to

the Association in a timely manner. The omission or failure of the Association to fix Assessments for any Assessment period will not be deemed a waiver, modification or release of the Owners from their obligation to pay the same. The Association will have the right, but not the obligation, to make pro-rata refunds of any Assessments in excess of the actual expenses incurred in any fiscal year. Any such excess funds not refunded will be applied to Common Expenses for the next succeeding year.

Section 8.7. Default Assessments All monetary fines, penalties, interest or other charges or fees assessed against an Owner pursuant to the Project Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Project Documents and any expense (including, without limitation, attorneys' and legal assistants' fees) incurred by the Association as a result of the failure of an Owner to abide by the Project Documents, shall be a Default Assessment and shall become a lien against such Owner's Condominium Unit which may be foreclosed or otherwise collected as provided in this Declaration and in accordance with the Act.

Section 8.8. Effect of Nonpayment of Assessment Lien Remedies of Association Any Annual or Special Assessment installment which is not paid within 30 days after its due date shall be delinquent. In the event that an Assessment installment becomes delinquent or in the event any Default Assessment is established under this Declaration, the Association, in its sole discretion, may at any time take any or all of the following actions, unless such action is prohibited by the Act:

Section 8.8.1. Accelerate all remaining Assessment installments for the fiscal year in question so that unpaid Assessments for the remainder of the fiscal year shall be due and payable at once;

Section 8.8.2. Bring an action at law against any Owner personally obligated to pay the delinquent installments;

Section 8.8.3. Record a statement of lien with respect to the Condominium Unit, and in the Board's discretion, foreclose as set forth in more detail below.

The remedies provided under this Declaration shall not be exclusive, and the Association may enforce any other remedies to collect delinquent Assessments as may be provided by law.

Any Assessment chargeable to a Condominium Unit shall constitute a lien on the Condominium Unit, effective the due date of the Assessment. The lien is subject to Section 38-33.3-316 of the Act. The Association's lien may be foreclosed in like manner as a mortgage on real estate; except that the Association or a holder or assignee of the Association's lien, whether the holder or assignee of the Association's lien is an entity or a natural person, may only foreclose on the lien if: (x) The balance of the assessments and charges secured by its lien, equals or exceeds six months of common expense assessments based on a periodic budget adopted by the association; and (y) the Board has formally resolved, by a recorded vote, to authorize the filing of a legal action against the specific Unit on an individual basis. The Board may not delegate its duty to act under this subparagraph (y) to any attorney, insurer, manager, or other person, and any legal action filed without evidence of the recorded vote authorizing the action must be dismissed. No attorney fees, court costs, or other charges incurred by the Association or a holder or assignee of the Association's lien in connection with an action that is dismissed for this reason may be assessed against the Unit Owner. The Association shall be entitled to costs and reasonable attorney fees incurred by the Association in a judgment or decree in any action or suit brought by the Association under Section 38-33.3-316 of the Act. In any action by the Association to collect assessments or to foreclose a lien

for unpaid assessments, the court may appoint a receiver of the Unit Owner to collect all sums alleged to be due from the Unit Owner prior to or during the pending of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pending of the action to the extent of the Association's common expense assessments.

Sale or transfer of any Condominium Unit, as applicable, to enforce any of the liens to which the lien for Assessments is subordinate shall extinguish the lien of such Assessments as to installments which become due prior to such sale or transfer to the extent provided in the Act. The amount of such extinguished lien may be reallocated and assessed to all Condominium Units, as applicable, as a Common Expense at the direction of the Board of Directors to the extent provided in the Act. However, no such sale or transfer shall relieve the purchaser or transferee of a Condominium Unit from liability for, or the Condominium Unit from the lien of, any Assessments made after the sale or transfer.

Section 8.9. Successor's Liability for Assessment In addition to the personal obligation of each Owner to pay all Assessments and the Association's lien for such Assessments, all successors to the fee simple title of a Condominium Unit, except as provided in Section 8.10 below, shall be jointly and severally liable with the prior Owner or Owners thereof for any and all unpaid Assessments, interest, late charges, costs, expenses, and attorneys' fees and legal assistants' fees against such Condominium Unit without prejudice to any such successor's right to recover from any prior Owner any amounts paid by such successor. This liability of a successor shall not be personal and shall terminate upon termination of such successor's fee simple interest in the Condominium Unit. In addition, such successor shall be entitled to rely on the statement of status of Assessments given by or on behalf of the Association under Section 8.10 below.

Section 8.10. Statement of Status of Assessments. The Association shall furnish to an Owner or his designee or to any Mortgagee a statement setting forth the amount of unpaid Assessments then levied against the Condominium Unit in which the Owner, designee or Mortgagee has an interest. The Association shall deliver the statement personally or by certified mail, first class postage prepaid, return receipt requested, to the inquiring party within 14 calendar days after the registered agent of the Association receives the request by personal delivery or by certified mail, first class postage prepaid, return receipt requested or as otherwise required by the Act. The information contained in such statement, when signed by the Treasurer of the Association or the Manager, shall be conclusive upon the Association, the Board, and every Owner as to the person or persons to whom such statement is issued and who rely on it in good faith.

Section 8.11. Protection of Association's Lien With the approval of the Board of Directors, the Association may protect its lien for Assessments against any Condominium Unit by submitting a bid at any sale held for delinquent taxes payable with respect to the Condominium Unit.

Section 8.12. Failure to Assess The omission or failure of the Board to fix the Assessment amounts or rates or to deliver or mail to each Owner an Assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay Annual Assessments on the same basis as for the last year for which an Assessment was made until a new Assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association in accordance with any budget procedures as may be required under the Act.

ARTICLE IX

EASEMENTS

Section 9.1. Owners' Easements of Access and Enjoyment Every Owner has the rights of use and easements with respect to the General Common Elements and Limited Common Elements as described in Section 4.3.1 and 4.3.2. Each Owner has a nonexclusive easement over and across the Project to gain access to the Limited Common Elements appurtenant to its Unit, as necessary or convenient for the Owner, acting through its Permittees, to exercise its rights and perform its obligations under this Declaration, including, without limitation, its rights and obligations as reasonably necessary to perform other maintenance and repair duties imposed on an Owner by this Declaration. Except in the case of emergency situations concerning threatened injury or damage to persons or property, a Unit Owner may not enter into any other Unit pursuant to the easement established under this Section 9.1 without giving reasonable advance notice to the occupant thereof.

Section 9.2. Easements of Record and of Use The Property shall be subject to all easements shown on any recorded Map affecting the Property and to any other easements of record, as shown on the attached Exhibit C, or of use as of the date of recordation of this Declaration.

Section 9.3. Easements Benefiting Association The Association has a nonexclusive easement over and across the Project to gain access to the Common Elements, as necessary or convenient for the Association, acting through its Permittees, to exercise its rights and perform its obligations under this Declaration, including, without limitation, its rights and obligations to enforce this Declaration and to operate, manage and control the Project to the full extent permitted by the Act without limiting the generality of the previous sentence, the Association has an easement to enter each Unit to the extent reasonably required to operate, manage and control any Common Elements located within the boundaries of the Unit or as reasonably necessary to perform other maintenance and repair duties imposed on the Association by this Declaration. Except in the case of emergency situations concerning threatened injury or damage to persons or property, the Association may not enter into any Unit pursuant to the easement established under this Section 9.3 without giving reasonable advance notice to the occupant thereof.

Section 9.4. Easements for Encroachments If, as a result of the construction, reconstruction, shifting, settlement, restoration, rehabilitation, alteration or improvement of the Project or any portion of it, any Common Element encroaches upon any part of any Unit, or any part of any Unit encroaches upon any Common Element or upon any part of another Unit, an easement exists for the continued existence and maintenance of the encroachment. The Easement will continue for so long as the encroachment exists and will burden the Unit or Common Element encroached upon and benefit the encroaching Unit or Common Element. No easement exists for any encroachment that is materially detrimental to or interferes with the reasonable use and enjoyment of the Common Element(s) or Unit(s) burdened by the encroachment.

Section 9.5. Right of Entry A general easement is hereby granted to all police, fire and ambulance personnel and other similar emergency personnel to enter upon all streets and upon the Property in the performance of their duties.

Section 9.6. Easements to Repair, Maintain, Restore and Reconstruct With respect to any provision of this Declaration or the Act that authorizes or requires any Person (including, without limitation, the Association or any Owner) to repair, maintain, restore or reconstruct all or any part of any Unit or Common Element, easements exist as necessary or convenient to gain access and perform the authorized or required work to the portions of the Project requiring repair, maintenance, restoration or reconstruction, with Persons, materials and equipment to the extent and for the periods

reasonably necessary to enable the Person to perform the authorized or required work. The Easements created under this Section 9.6 burden those portions of the Project through which they run and benefit the Persons authorized or required to perform, and those portions of the Project requiring the repair, maintenance, restoration or reconstruction. Except in the case of emergency situations concerning threatened injury or damage to persons or property, the Association will not enter into any Unit pursuant to the easement established under this Section 9.6 without giving reasonable advance notice to the occupant of such Unit. Prior to exercising its rights under this Section 9.6, each Owner must notify the Association so that the Association may coordinate the required access through and/or work to the Common Elements or other Units with the impacted Owners. Such requesting Owner's access and work may proceed only at the times and in accordance with the arrangements approved by the Association.

Section 9.7. Easements for Utility/Service Elements An easement exists for the benefit of each Unit and Common Element for the construction, installation, operation, maintenance, existence, use, repair and replacement of any Utility/Service Elements that serve the Unit or Common Element and run through any other Unit or Common Element. No permission of the Association shall be required in order to exercise any rights under this easement except that no new Utility/Service Elements not in existence as of the date of recording of this Declaration or otherwise previously approved by the Association may be installed or constructed on the Common Elements (other than that portion of the General Common Elements located directly above the Unit and the Limited Common Elements allocated exclusively to the Unit) without the approval of the Board (which approval shall be a Major Decision). No consent of the Association will be required in order to install or construct improvements in that portion of the General Common Elements located directly above the Unit or any Limited Common Elements allocated exclusively to the Unit. The Units and Common Elements are burdened by this Easement.

Section 9.8. Reservation of Right to Grant Easements for Utilities, Infrastructure Access and Encroachments The right is hereby reserved to the Association to establish from time to time, by declaration or otherwise, without the independent approval of the Owners, utility and other easements, permits, or licenses over the Common Elements, for purposes including but not limited to streets, paths, walkways, drainage, recreation areas and parking areas, and to create other reservations, exceptions and exclusions in the best interest of the Owners and the Association, in order to serve all the Owners within the Project. Without limiting the generality of the foregoing, the Association may grant such rights to suppliers of utilities serving the Property or property adjacent to the Property and to developers or owners of property adjacent to the Property for the purposes of accommodating minor encroachments onto the Common Elements or other purposes that do not unreasonably interfere with the use and enjoyment of the Common Elements by the Owners.

Section 9.9. Easements Deemed Created All easements existing pursuant to this Article IX are appurtenant to and run with the Property and will be perpetually in full force and effect so long as the Project exists and inure to the benefit of and are binding upon the Association, Owners, Permittees and any other Persons having any interest in the Project or any part of it. The Units will be conveyed and encumbered subject to all easements set forth in this Article IX, whether or not specifically mentioned in the conveyance or encumbrance.

Section 9.10. Emergency Easements. A nonexclusive easement for ingress and egress is granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons, now or hereafter servicing the Project, to enter upon any part of the Project in the performance of their duties.

ARTICLE X
INSURANCE AND FIDELITY BONDS

Section 10.1. Authority to Purchase All insurance policies relating to the Common Elements shall be purchased by the Board of Directors or its duly authorized agent. The Board shall not be liable for failure to obtain any coverage required by this Article X or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverage from reputable insurance companies, or if such coverage is available only at demonstrably unreasonable costs. Notwithstanding the foregoing, if the insurance described in Sections 10.3 and 10.4 below is not reasonably available, or if any policy of such insurance is cancelled or not renewed without a replacement policy having been obtained, the Association promptly shall cause notice of that fact to be delivered to all Owners by such methods as required by the Act.

Section 10.2. General Insurance Provisions All such insurance coverage obtained by the Board of Directors shall conform to any minimum requirements of the Act, and to the extent not inconsistent with the Act, the following provisions:

Section 10.2.1. The deductible, if any, on any insurance policy purchased by the Board of Directors may be treated as a Common Expense payable from Annual Assessments or Special Assessments allocable to all of the Units (or to only one of the Units, if the claims or damages arise from the negligence of a particular Owner, or if the repairs benefit only a particular Owner) or as an item to be paid from working capital reserves established by the Board of Directors. Except as otherwise set forth in this Article X, the maximum deductible amount shall be the lesser of \$10,000 or 1 % of the policy face amount.

Section 10.3. Physical Damage Insurance on Common Elements The Association shall obtain insurance for all insurable improvements, if any, on the Common Elements, in an amount equal to the full replacement value (i.e., 100% of the current "replacement cost" exclusive of land, foundation, excavation, depreciation on personal property, and other items normally excluded from coverage), which shall include all building service equipment and the like, common personal property and supplies, and any fixtures or equipment within the Common Elements. The policy shall afford protection against at least the following:

Section 10.3.1. Loss or damage by fire and other hazards covered by the standard extended coverage endorsement with the standard "all-risk" endorsement covering sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief; windstorm, and water damage.

Section 10.3.2. In the event the General Common Elements contain a steam boiler, a broad form policy of repair and replacement boiler and machinery insurance in the lesser of (a) the amount of the insurable value of the building housing the boiler, or (b) \$2,000,000 (or such other amount as the Board deems advisable).

Section 10.3.3. Such other risks as shall customarily be covered with respect to projects similar in construction, location, and use to the Project.

In contracting for the insurance coverage obtained pursuant to this Section 10.3, the Board of Directors shall be required to make reasonable efforts to secure coverage which provides the following:

(i) A waiver of any right of the insurer to repair, rebuild or replace any damage or destruction, if a decision is made pursuant to this Declaration not to do so.

- (ii) Such endorsements as the Board may determine in its discretion.

Section 10.4. Liability Insurance The Association shall obtain a policy of commercial general liability insurance (including bodily injury, libel, slander, false arrest, and invasion of privacy coverage) and property damage insurance with such limits as the Board of Directors may from time to time determine, insuring each member of the Board of Directors, the Association, the Manager, each Owner and the respective employees, agents and all persons acting as agents of the Association against any liability to the public or the Owners (and their Permittees) arising in connection with the ownership, operation, maintenance, or use of the Common Elements. The Owners shall be included as additional insureds, but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements or membership in the Association.

Such comprehensive policy of public liability insurance shall include the following:

Section 10.4.1. Coverage for contractual liability, liability for non-owned and hired automobiles, and, if applicable, host liquor liability, employer's liability, and such other risks as shall customarily be covered with respect to developments similar to the Project in construction, location, and use.

Section 10.4.2. A cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to an action against another insured.

Section 10.4.3. A "severability of interest" endorsement which shall preclude the insurer from denying liability coverage to an Owner because of the negligent acts of the Association or another Owner.

The Board of Directors shall review the coverage limits at least once every two years, but, generally, the Board shall carry such amounts of insurance usually required by private institutional mortgage lenders on projects similar to the Project and in no event shall such coverage be less than \$1,000,000 for all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of "umbrella" liability insurance in excess of the primary limits shall also be obtained in an amount not less than \$2,000,000.

Section 10.5. Fidelity Insurance: Employee Dishonesty Insurance To the extent reasonably available, fidelity bonds or employee dishonesty insurance shall be maintained by the Association to protect against dishonest acts on the part of its officers, Directors, trustees, and employees, and on the part of all others who handle or are responsible for handling the funds of or administered by the Association. In addition, if responsibility for handling funds is delegated to a Manager, such bonds or insurance shall be required for the Manager and its officers, employees, and agents, as applicable. Such bonds or insurance shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions. Such bonds or insurance shall cover the maximum funds that will be in the custody of the Association or any management agent at any time while the bond is in force.

Section 10.6. Flood Insurance If any habitable structure on the Common Elements is located in a Special Flood Hazard Area, which is designated A, AE, AH, AO, AI-30, A-99, V, VE or VI-30 on a Flood Insurance Rate Map, the Association shall obtain a policy of flood insurance in an amount equal to 100% of the insurable value of the improvements or the maximum coverage available under the appropriate National Flood Insurance Administration program. The maximum deductible amount shall be the lesser of \$5,000 or 1% of the policy face amount.

Section 10.7. Provisions Common to Physical Damage Insurance, Liability Insurance, Fidelity Insurance and Flood Insurance Any insurance coverage obtained by the Association under the provisions of this Article X above shall be subject to the following provisions and limitations:

Section 10.7.1. The named insured under any such policies shall include the Association, as attorney-in-fact for the use and benefit of the Owners, or the authorized representative of the Association (including any trustee with whom the Association may enter into an insurance trust agreement, or any successor trustee, each of which is sometimes referred to in this Declaration as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under such policies.

Section 10.7.2. In no event shall the insurance coverage obtained and maintained pursuant to this Article X be brought into contribution with insurance purchased by the Owners or their Mortgagees.

Section 10.7.3. The policies shall provide that coverage shall not be prejudiced by (i) any act or neglect of any Owner (including an Owner's Permittees) when such act or neglect is not within the control of the Association, or (ii) any act or neglect or failure of the Association to comply with any warranty or condition with regard to any portion of the Property over which the Association has no control; or (iii) conduct of any kind on the part of an Owner (including the Owner's Permittees) or any Director, officer, employer, or Manager of the Association, without prior demand to the Association and a reasonable opportunity to cure the matter.

Section 10.7.4. The policies shall contain the standard mortgagee clause commonly accepted by private institutional mortgage investors in the area in which the Property is located, and provide that coverage may not be cancelled in the middle or at the end of any policy year or other period of coverage or substantially modified or reduced (including cancellation for nonpayment of premiums) without at least 30 days' prior written notice mailed to the Association and to each Owner and First Mortgagee to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

Section 10.7.5. The policies shall contain a waiver by the insurer of any right to claim by way of subrogation against the Board of Directors, the Association, the Manager, and any Owner and their respective agents, employees, or tenants, and in the case of Owners, members of their households, and of any defenses based upon co-insurance.

Section 10.7.6. The policies described in Sections 10.3 and 10.4 above shall provide that any "no other insurance" clause shall expressly exclude individual Owners' policies from its operation so that the physical damage policy or policies purchased by the Board shall be deemed primary coverage, and any individual owners' policies shall be deemed excess coverage.

Section 10.8. Personal Liability Insurance of Officers and Directors To the extent obtainable at reasonable cost, appropriate officers' and directors' personal liability insurance shall be obtained by the Association to protect the officers and Directors from personal liability in relation to their duties and responsibilities in acting as such officers and Directors on behalf of the Association.

Section 10.9. Worker's Compensation Insurance The Association shall obtain worker's compensation or similar insurance with respect to its employees, if any, in the amounts and forms as may now or hereafter be required by law.

Section 10.10. Other Insurance The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it deems appropriate with respect to the Association's responsibilities and duties.

Section 10.11. Insurance Obtained by Owners It shall be the responsibility of each Owner; at such Owner's expense, to maintain such physical damage insurance for such Owner's benefit on such Owner's Unit, any improvements thereon/therein, the Owner's interest in the Party Wall, and the Owner's personal property and furnishings, as such Owner may desire. In addition, it shall be each Owner's responsibility to maintain, at such Owner's expense, such liability and such other and additional insurance coverage on and in relation to his Unit as such Owner concludes to be desirable. No insurance coverage obtained by an Owner shall operate to decrease the amount which the Board of Directors, on behalf of all Owners, may realize under any policy maintained by the Board or otherwise affect any insurance coverage obtained by the Association or cause the diminution or termination of that coverage. Any such insurance obtained by an Owner shall include a waiver of the particular insurance company's right of subrogation against the Association and other Owners.

Section 10.12. Insurance Proceeds Any loss covered by the property insurance policy described in Section 10.3 above must be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a security interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Owners and First Mortgagees as their interests may appear. Subject to the provisions of Article XIII below, the proceeds must be disbursed first for the repair or restoration of the damaged property, and the Association, Owners and First Mortgagees are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored or the regime created by this Declaration is terminated.

Section 10.13. Waiver of Claims The Association will make no claim against any Owner or its Permittees, for any loss, damage, injury or liability, no Owner or its Permittees will make any claim against the Association, its Directors, officers, employees or agents, or any other Owner or its Permittees for any property loss or damage to property, and all such claims are hereby waived, to the extent that the loss, damage, injury or liability is or would be covered by any insurance policy maintained, or required to be maintained pursuant to Section 10.3 or 10.4, by or for the benefit of the waiving Person (assuming in the case of property insurance policies that such insurance is maintained on a 100% replacement cost basis). For purposes of this Section 10.13, the deductible amount under any property insurance policy maintained by a waiving Person is deemed to be covered by the policy so that, in addition to waiving claims for amounts in excess of the deductible (up to the covered limits of the policy), the waiving Person waives all claims for amounts within the deductible.

ARTICLE XI

ASSOCIATION AS ATTORNEY-IN-FACT

Each and every Owner irrevocably constitutes and appoints the Association as such Owner's true and lawful attorney-in-fact in such Owner's name, place and stead for the purpose of dealing with the improvements on the Common Elements upon damage or destruction as provided in Article XIII below or a complete or partial taking as provided in Article XIV below. Acceptance by any grantee of a deed or other instrument of conveyance shall constitute appointment

of the Association as attorney-in-fact as provided in this Article XI. As attorney-in-fact, the Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver or other instrument with respect to the interest of any Owner which may be necessary or appropriate to exercise the powers granted to the Association as attorney-in-fact.

ARTICLE XII OBSOLESCENCE AND TERMINATION

Section 12.1. Obsolescence The Owners holding a Super Majority may agree that all or portions of the Common Elements are obsolete and adopt a written plan for the renewal and reconstruction thereof. Written notice of the adoption of such a plan shall be given to all Owners and a copy of such plan shall be recorded in the Office of the Clerk and Recorder of the County of Adams, Colorado, and the expense of renewal and reconstruction shall be payable by all of the Owners as a Common Expense.

Section 12.2. Termination The Owners holding at least 2 of the 5 votes in the Association may determine to terminate the Project in accordance with the Act, subject to the fulfillment of the following conditions:

(a) The Property shall have been subdivided into two legally subdivided lots in compliance with all subdivision, zoning, building code and other applicable laws, ordinances and regulations the boundaries of which will, at a minimum, include the Resource Units and MOB Unit, respectively, and each of which will have legal and practical access to a public right-of-way;

(b) The utilities and systems serving the Project shall have been modified and additional utilities and systems installed so that each Unit shall be separately served and separately metered;

(c) Each Unit, by easement or otherwise, shall have access to parking and loading spaces and docks of an amount and in a location substantially similar to that available to the Unit under the Declaration;

(d) The Owner of the Unit requesting the termination shall pay all related costs, including but not limited to all application and permitting fees, all surveying and engineering costs and expenses, all costs associated with modifying the utilities and systems and installing new utilities and systems as may be required pursuant to item (b) above and all costs incurred by the other Owner(s) in connection with the termination, including but not limited to reasonable attorneys fees as well as fees incurred in connection with the engagement of consultants, surveyors and engineers to review matters related to the proposed termination.

(e) Not less than 90 days advance written notice shall have been given to the other Owners, who shall reasonably cooperate with the Owners electing to terminate in fulfilling the conditions set forth in items (a) through (d) above; provided, however that the cooperating Owners will not be required to incur any unreimbursed expense in so doing.

Section 12.3. Replacement of Units In the event a building comprising a Unit shall become obsolete in the opinion of its Owner, or shall be damaged or destroyed by fire or other casualty, such Owner may replace the building with a comparable building in conformance with applicable law and with the requirements of Section 6.4 of this Declaration. The footprint of such a replacement building need not be coterminous with, but, except as permitted by Section 9.4 and Section 12.3(a) below, shall not extend beyond the footprint of the original building comprising the Unit. The

provisions of Section 15.7 shall govern with respect to any related damage to or destruction of the Party Wall. All demolition and construction work will be performed in accordance with the requirements of Section 7.3.

(a) In the event an Owner rebuilds the building comprising such Owner's Unit on a footprint smaller than that of the original building, such Owner will landscape and improve the vacated portion of the Property in accordance with Section 13.6 below. Upon completion of such work, unless the Owner of the Unit elects otherwise, the Association will be responsible for maintaining in good repair the area outside of the reconfigured footprint of the building in a manner consistent with the General Common Elements.

(b) Notwithstanding anything set forth in this Section 12.3 to the contrary, in the event the Resource Unit Owner elects to replace the building comprising the Resource Unit pursuant to this Section 12.3, Resource Unit Owner may alter the footprint of the reconstructed building to eliminate the need to maintain the Party Wall as a common wall and, with the consent of the MOB Unit Owner, reconfigure the reconstructed building so that the square footage of the footprint of the former building lying between the Party Wall and the new exterior wall of the Resource Unit facing the MOB Unit is accommodated elsewhere on the Property. In such event, the Owners will amend this Declaration and the Map so that the vertical and horizontal boundaries of the Resource Unit are defined by the exterior surfaces of the building on the Resource Unit as reconstructed, converting Common Elements to Unit as necessary to accomplish that end.

(c) In no event will either the Allocated Interests of the Owners or the number of votes allocated to each Unit be altered based on changes in the relative square footages of the buildings comprising the Units or demolition of one or both of the buildings housing the Units.

ARTICLE XIII DAMAGE, DESTRUCTION AND RESTORATION

Section 13.1. Estimate of Damage or Destruction As soon as practical after an event causing damage to or destruction of any part of the Common Elements, the Association shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction of that part of the Common Elements so damaged or destroyed. Notwithstanding the foregoing, each Owner shall have the right to supervise the repair and reconstruction done to improvements on Limited Common Elements allocated to such Owner's Unit. "Repair and reconstruction" as used in this Article XIII shall mean restoring the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction.

Section 13.2. Repair and Reconstruction As soon as practical after obtaining estimates, the Association shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed improvements. As attorney-in-fact for the Owners, the Association may take any and all necessary or appropriate action to effect repair and reconstruction, and no consent or other action by any Owner shall be necessary. Assessments of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

Section 13.3. Funds for Repair and Reconstruction The proceeds received by the Association from any hazard insurance shall be used for the purpose of repair, replacement, and reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair and reconstruction, the Association may, pursuant to Section 8.3 above, levy, assess and collect in advance from all Owners (or from only some of the Owners, if the repairs benefit only some of the Owners because they were to improvements on Limited Common Element), without the necessity of a special vote of the Owners (except as provided in Section 8.3) a Special Assessment

sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair and reconstruction.

Section 13.4. Disbursement of Funds for Repair and Reconstruction The insurance proceeds held by the Association and the amounts received from the Special Assessments provided for in Section 8.3 above constitute a fund for the payment of the costs of repair, reconstruction and restoration after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair, reconstruction and restoration shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in proportion to the contributions each Owner made as a Special Assessment to the Association under Section 8.3 above, or, if no Special Assessments were made, then, if the repairs benefited only some of the Owners, because the Special Assessments were made for improvements on Limited Common Elements, the balance shall be distributed to the Owners benefited or, if the repairs benefited all of the Owners, the balance shall be distributed on the basis of the allocation to the Owners of Common Expenses under Section 8.2 above. In any case, such distributions shall be made first to the Mortgagees and then to the Owners, as their interests appear.

Section 13.5. Decision Not to Rebuild If a Super Majority of Owners, including the vote of every Owner benefited by Limited Common Element which will not be restored, and any other votes required by the Act, agree in writing not to repair and reconstruct and no alternative improvements are authorized, then and in that event the Property shall be restored to its natural state and maintained as an undeveloped portion of the Common Elements by the Association in a neat and attractive condition. Any remaining insurance proceeds shall be distributed in accordance with Section 13.4 above.

Section 13.6. Damage or Destruction Affecting Units In the event of damage or destruction to the improvements located on any of the Units, the Owner thereof shall, within a reasonable time period, repair and restore the damaged improvements to their condition prior to such damage or destruction or have the remainder of the building comprising the Unit demolished, all resulting debris removed from the Property, landscape the portion of the Property on which the building was located in a manner consistent with the remainder of the Project, including but not limited to planting grasses, trees and shrubs and extending pedestrian sidewalks and other related connecting improvements as necessary or appropriate to maintain pedestrian traffic flow throughout the Project, and maintain it in a neat and attractive condition unless and until another structure is built within the vertical and horizontal boundaries of the original Unit as depicted on the Map. If such repair or demolition is not commenced within 180 days from the date of such damage or destruction, or if repair and reconstruction is commenced but then abandoned for a period of more than 30 days, then the Association may, after notice and [healing] as provided in the Bylaws, impose a fine accruing at the rate of \$500 per day or such lesser rate imposed by the Board in compliance with the Act, charged against the Owner of the Unit until repair and reconstruction or demolition and restoration, as applicable, is commenced, unless the Owner can prove to the satisfaction of the Association that such failure is due to circumstances beyond the Owner's control. Such fine shall be a Default Assessment and lien against the Unit as provided in Section 8.7 above. Subject to Section 6.4 regarding changes to the exterior of a Unit, any restoration will maintain the general character and appearance of the Project and the building comprising the Unit as in existence immediately prior to the casualty. Any repair and reconstruction or demolition and reconstruction work, as applicable, performed (whether limited or not) must be completed in conformance with the requirements of Sections 6.4 and 7.3.

ARTICLE XIV

CONDEMNATION

Section 14.1. Rights of Owners Whenever all or any part of the Common Elements shall be taken or conveyed in lieu of and under threat of condemnation by any authority having the power of condemnation or eminent domain (each, a "Taking"), each Owner shall be entitled to notice of the Taking, but the Association shall act as attorney-in-fact for all Owners in the proceedings incident to the condemnation proceeding, unless otherwise prohibited by law.

Section 14.2. Partial Condemnation; Distribution of Award; Reconstruction The award made for such Taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the Taking involves a portion of the Common Elements on which improvements have been constructed, then unless, within 60 days after such Taking, a Super Majority of Owners, including, if any portion of the Common Elements taken is a Limited Common Element, the vote of every Owner benefited by the Limited Common Element taken, shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Elements to the extent lands are available therefor, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the provisions in Article XIII above (regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired) shall apply. If the Taking does not involve any improvements on the Common Elements, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be distributed in accordance with the provisions in Article XIII above (regarding the disbursement of funds in respect to casualty damage or destruction in the event there is a balance remaining after the costs of repair and reconstruction have been paid).

Section 14.3. Taking of Units If all or a part of any Unit or the use of, but not title to, any Limited Common Element allocated to the Unit, is subjected to a Taking, the Owner of the Unit is solely responsible for negotiating with the condemning authority concerning the award for the Taking. If only part of a Unit is acquired by a Taking, the Owner of the Unit is responsible for restoring the Unit as necessary to return the Unit to a safe and lawful condition that does not adversely affect the use or enjoyment of the other Units or Common Elements or detract from the general character or appearance of the Project. Such restoration shall be performed in compliance with Sections 6.4 and 7.3. If a condemning authority acquires by a Taking all or a part of one or both of the Units in such a manner that such Unit(s) or portions thereof are no longer subject to this Declaration, then the Association will consider and pass, pursuant to Article XVIII, an amendment to this Declaration revising the Allocated Interest of the remaining Unit or portions thereof; and, if necessary, the allocation of any Limited Common Element previously allocated to the Unit(s) or portions thereof that is or are no longer subject to this Declaration.

Section 14.4. Complete Condemnation If all of the Project is taken, condemned, sold, or otherwise disposed of in lieu of or in avoidance of condemnation, then the regime created by this Declaration shall terminate, and the portion of the condemnation award attributable to the Common Elements shall be distributed as provided in Section 13.4 above.

ARTICLE XV PARTY WALL

Section 15.1. General Law To the extent not inconsistent with this Declaration or

superseded by the Act, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to the Party Wall.

Section 15.2. Use Each Owner shall have the right to use the Party Wall jointly with the other for the insertion or attachment of beams and other structural or finishing materials, or in any other lawful manner as a party wall for the benefit and support of any Unit now or subsequently constructed on the Property. However, such use shall not in any way injure or impair the adjoining Unit or the property of the other Owner, and shall not impair the party wall benefits and support to which the adjoining Unit is entitled, unless the other Owner consents in writing to that use.

Section 15.3. Sharing of Repair and Maintenance The cost of reasonable repair and maintenance of the Party Wall shall be shared equally by the Owners.

Section 15.4. Easement Each Owner shall have a perpetual easement in and to that part of the adjacent Unit upon which the Party Wall is located for any purpose reasonably necessary for the maintenance, repair; or inspection of the Party Wall. In addition, as utility lines and other installations serving a Unit may lie within the Party Wall, this easement shall be reserved also for the purpose of maintaining, repairing, inspecting or replacing any such installations that serve a Unit bounded by the Party Wall.

Section 15.5. Destruction by Fire or Other Casualty If the Party Wall is destroyed or damaged by fire or other casualty or by physical deterioration, either Owner may restore it, and the Owner of any other Unit shall contribute equally to the cost of restoration, without prejudice, however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. Any repairing or rebuilding of the wall shall be on the same location, and of the same size as the original wall or part of the original wall, and of the same or similar material of the same quality as that used in the original wall or part of the original wall. Notwithstanding the foregoing, in the event, following damage by fire or other casualty or otherwise, an Owner elects to either demolish the building comprising such Owner's Unit and to restore the portion of the Property on which the building was located to its natural state or, in accordance with Section 12.3, to replace the building comprising such Owner's Unit with a differently configured building that will no longer make use of the Party Wall, such Owner will promptly, but in no event later than 120 days following the event causing the damage or destruction, provide written notice of such determination to the other Owner at the current address for the other Owner on file with the Association. In such event, or in the event no notice is given within 120 days following the event causing the damage or destruction, the Party Wall shall be repaired or rebuilt, as applicable, and the exterior finished with the same or similar material of the same quality as that used in the construction of the other exteriors of the remaining building. In the meantime, the Party Wall will be protected in accordance with Section 15.6.

Section 15.6. Weather Proofing Notwithstanding any other provision of this Article XV, an Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements or excessive heat or cold shall bear the whole cost of furnishing the necessary protection against such elements or heat or cold, and of repairing the Party Wall from damage caused by such exposure.

Section 15.7. Damage to Party Wall If the Party Wall is damaged or destroyed in connection with the demolition and replacement of a building comprising a Unit as contemplated in Section 12.3, then either Owner may restore the Party Wall at the sole cost and

expense of the demolishing Owner. In such case, the demolishing Owner will, at least 45 days prior to commencement of the Owner's demolition work, provide written notice of its plans to the other Owner at the current address for the other Owner on file with the Association. The subsequent repair and replacement of the Party Wall will be performed in accordance with the second and fourth sentences of Section 15.5 above. In the meantime, the Party Wall will be protected in accordance with Section 15.6.

Section 15.8. Duration of Party Wall The provisions of this Article XV shall remain in effect with respect to a given Party Wall as long as such Party Wall is in existence and is not substantially destroyed. If the Party Wall is rebuilt as provided in the second sentence of Section 15.5 then the provisions of this Article XV shall continue in full force and effect with respect to such Party Wall.

Section 15.9. Right to Contribution Runs With the Land The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title, shall constitute a lien upon the land until paid, and shall run with the land and bind the parties and their heirs and successors in title.

Section 15.10. Arbitration In the event of any dispute arising concerning the Party Wall or otherwise arising under the provisions of this Article, such dispute shall constitute a Dispute that shall be resolved in accordance with Article XVII of this Declaration.

Section 15.11. Mechanic's Liens Each Owner agrees to indemnify and hold harmless the Owner or Owners of the adjacent Unit for any claims, causes of action, losses, costs, expenses (including reasonable attorneys' fees and legal assistants' fees), damages, judgments and mechanics' and materialmen's liens arising in connection with any material supplied or services rendered to make repairs to or replacements of the Party Wall for which the first mentioned Owner is responsible.

ARTICLE XVI ENFORCEMENT OF COVENANTS

Section 16.1. Compliance With the Project Documents Each Owner, by accepting a deed conveying title to a Unit and any Permittee shall automatically be deemed to have agreed to strictly comply with the provisions of the Project Documents and all legal requirements. A failure or refusal of an Owner or a Permittee to so comply with any such provisions, after written notice, shall constitute a Dispute that shall be resolved in accordance with Article XVII of this Declaration.

Section 16.2. No Waiver The failure of the Association, the Board, or any aggrieved Owner to enforce the Project Documents shall not be deemed a waiver of the right to do so for any subsequent violations or of the right to enforce any other part of the Project Documents at any time.

Section 16.3. No Liability No member of the Board, the Manager or any Owner shall be liable to any other Owner for the failure to enforce any of the Project Documents at anytime.

ARTICLE XVII MATTERS FOR MEDIATION AND ARBITRATION

Section 17.1. Mediation All Disputes which are not be resolved within 15 days after same have arisen (unless such greater time is provided elsewhere in the Project Documents) shall be

submitted to non-binding mediation. Mediation of any Dispute shall be initiated by any Owner making a written demand therefor to the other Owner or Owners involved in such Dispute and the Association. With respect to such mediation, the parties shall, within ten days after delivery of such written demand for mediation to the parties involved, agree to appoint a mediator who is (a) a reputable person actively engaged in the commercial real estate industry for a continuous period of not less than ten years; and (b) is in no way affiliated, or has had material business dealings, with any Owner or any member of the Association. If the parties are unable to agree upon a mediator, a mediator having the qualifications set forth above shall be appointed by a judge in the District Court for Adams County. Such mediation shall occur within 30 days after the mediator has been appointed and shall occur at a mutually acceptable location in the City of Brighton, Colorado. The costs of such mediation services shall be shared equally (but each party shall bear the cost of their own travel and attorneys' fees).

Section 17.2. Arbitration All Disputes which are not resolved by mediation will be resolved by arbitration. The arbitration shall be administered in accordance with C.R.S. § 13-22-201 et. seq. The arbitration shall be final and binding, and enforceable in any court of competent jurisdiction. The arbitrator shall award attorneys' and costs to the substantially prevailing party and charge the cost of arbitration to the party which is not the substantially prevailing party. Notwithstanding anything herein to the contrary, this Section 17.2 shall not prevent any party from seeking and obtaining equitable relief on a temporary or permanent basis, including, without limitation, a temporary restraining order, a preliminary or permanent injunction or similar equitable relief, from the District Court for Adams County by instituting a legal action or other court proceeding in order to protect or enforce the rights of such party under this Declaration or to prevent irreparable harm and injury. The court's jurisdiction over any such equitable matter, however, shall be expressly limited only to the temporary, preliminary, or permanent equitable relief sought; all other claims initiated under this Declaration between the parties hereto shall be determined through final and binding arbitration in accordance with this Section 17.2.

Section 17.3. Exclusive Remedy With respect to any Dispute subject to arbitration under this Article XVII, it is agreed that the arbitration provisions of this Article XVII shall be the sole remedy of the Owners involved in such Dispute under this Declaration. Notwithstanding any other provisions of this Declaration, the foregoing agreement to arbitrate shall be specifically enforceable under prevailing arbitration law. The foregoing agreement to arbitrate shall not constitute any agreement or consent to arbitration of any dispute, claim, controversy or matter that does not constitute a "Dispute" as such term is defined in this Declaration or with any person not named or described in this Declaration, provided that any arbitration proceeding initiated under the terms of this Article XVII may, at the request of any party, be joined or consolidated with other arbitration proceedings involving additional parties if the Dispute and the subject of such other proceedings arise out of common or interrelated factual occurrences. Any award of the arbitrator shall be final and binding upon the Owners (or Directors, as applicable) involved in the Dispute and such Owners' Mortgagees, and a non-appealable judgment thereon may be entered by any court having jurisdiction.

ARTICLE XVIII DURATION OF THESE COVENANTS AND AMENDMENT

Section 18.1. Term This Declaration and any amendments or supplements hereto shall remain in effect perpetually from the date of recordation in the office of the Clerk and Recorder of Adams County.

Section 18.2. Amendment Except as otherwise provided in this Article XVIII or in the Act, this Declaration, or any provision of it, may be extended, modified or amended as to the whole or any portion of the Property, upon the written consent of Owners in accordance with the Act. Amendments made pursuant to this Section 18.2 shall inure to the benefit of and be binding upon all Owners of any part of the Property, their family, tenants, guests, invitees and employees, and their respective heirs, successors and assigns. A certificate of a licensed abstract or title company showing record ownership of the Property and a certificate of the Secretary of the Association documenting votes held and voting rights exercised on the basis of such ownership records shall be evidence of such ownership and voting representation for the purposes of any such amendment.

Section 18.3. Notice of Amendment No amendment or revocation of this Declaration shall be effective unless a written notice of the proposed amendment is sent to every Owner reasonably in advance of any action taken or purported to be taken and such Owner has been given the opportunity to vote or give or withhold its consent thereto.

Section 18.4. Effective on Recording Any modification, amendment or revocation shall be immediately effective upon recording in Adams County, a copy of such amendment, modification or revocation executed and acknowledged by or on behalf of the necessary number of Owners, accompanied by either a certificate of a licensed abstract or title company as to ownership, or a duly authenticated certificate of the Secretary of the Association stating that the required number of consents of Owners were obtained, based on a certificate of a licensed title or abstract company or other authoritative evidence of compliance with the requirements of this Declaration regarding amendments, which shall be placed on file in the office of the Association.

ARTICLE XIX MISCELLANEOUS PROVISIONS

Section 19.1. Severability This Declaration, to the extent possible, shall be construed or reformed so as to give validity to all of its provisions. Any provision of this Declaration found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating any other part hereof.

Section 19.2. Construction In interpreting words in this Declaration, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

Section 19.3. Headings The headings are included only for purposes of convenient reference, and they shall not affect the meaning or interpretation of this Declaration.

Section 19.4. Waiver No failure on the part of the Association or the Board to give notice of default or to exercise or to delay in exercising any right or remedy shall operate as a waiver, except as specifically provided above in the event the Board fails to respond to certain requests. No waiver shall be effective unless it is in writing and signed by the President or Vice President of the Association.

Section 19.5. Limitation of Liability Neither the Association nor any officer or member of the Board shall be liable to any party for any action or for any failure to act with respect to any matter arising by, through or under the Project Documents if the action or failure to act was made in good faith. The Association shall indemnify all of the officers and Board members with

respect to any good faith act taken in their official capacity to the extent provided in this Declaration and by law and in the Articles of Incorporation and Bylaws.

Section 19.6. Conflicts Between Documents In case of conflict between this Declaration and the Articles of Incorporation, the Bylaws or the Rules, this Declaration shall control. In case of conflict between the Articles of Incorporation and the Bylaws or the Rules, the Articles of Incorporation shall control. In the case of a conflict between the Bylaws and the Rules, the Bylaws will control.

Section 19.7. Notices Except for notices concerning meetings of the Association or the Board, which will be given in the manner provided in the Bylaws, any notices required or permitted under this Declaration or the Bylaws to be given to any Owner, the Association, the Board or any Mortgagee will be sent by certified mail, first-class postage prepaid, return receipt requested, to the intended recipient at, in the case of notices to an Owner, the address of such Owner at its Unit; in the case of notices to the Association or the Board, the address of the Association's registered agent; or in the case of notices to a Mortgagee, its address most recently given to the Association by notice from the Mortgagee, if any. All notices are deemed given and received three business days after mailed as provided in the previous sentence Any Owner or Mortgagee may change its address for purposes of notice by notice to the Association in accordance with this Section 19.7. The Association or the Board may change its address for purposes of notice by notice to all Owners in accordance with this Section 19.7. Any such change of address is effective five days after the required notice is given.

[signature page follows]

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EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

BRIGHTON LIFELONG LEARNING AND RESOURCE CENTER, ACCORDING THE CONDOMINIUM MAP RECORDED DECEMBER 18, 2007 UNDER RECEPTION NO. 2007000115522, AND AS DEFINED AND DESCRIBED IN THE CONDOMINIUM DECLARATION FOR BRIGHTON LIFELONG LEARNING AND RESOURCE CENTER RECORDED DECEMBER 18, 2007 UNDER RECEPTION NO. 2007000115418, BOTH IN THE OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO, COUNTY OF ADAMS, STATE OF COLORADO.

EXHIBIT B
ALLOCATED INTERESTS

<u>Unit</u>	<u>Measured Area</u>	<u>Allocated Interest</u>	<u>Votes</u>
MOB Unit	20, 241 SF		
UNIT 1-A	17,258 SF		
UNIT 1-B	10,671 SF		
UNIT G-A	5,530 SF		
UNIT G-B	3,753 SF		
UNIT G-C	4,058 SF		
UNIT G-D	6,213 SF		
UNIT 2-A	14,074 SF		
TOTAL		100%	

EXHIBIT C
RECORDED EASEMENTS AND LICENSES (LIST OF TITLE EXCEPTIONS)

1. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNRECORDED UNITED STATES PATENTS. THE REFERENCED DOCUMENT IS STORED IN OUR SYSTEM AS IMAGE 15142086.
2. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BRIGHTON GARDENS RECORDED MARCH 07, 1906 IN BOOK 1 AT PAGE 5.
3. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY AGREEMENT RECORDED OCTOBER 16, 1957 IN BOOK 679 AT PAGE 310.
4. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY EASEMENTS RECORDED APRIL 23, 1959 IN BOOK 774 AT PAGES 47 AND 48, AND APRIL 29, 1959 IN BOOK 774 AT PAGES 520, 521 AND 522.
5. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PRIVATE RIGHT OF WAY RECORDED APRIL 28, 1959 IN BOOK 774 AT PAGE 519.
6. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION FOR MAJOR STREET PLAN RECORDED AUGUST 03, 1964 IN BOOK 1168 AT PAGE 386.
7. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT RECORDED MAY 15, 1972 IN BOOK 1796 AT PAGE 289.
8. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT RECORDED JANUARY 24, 1979 IN BOOK 2312 AT PAGE 180, AND CERTIFICATE OF COMPLIANCE RECORDED JUNE 9, 1980 IN BOOK 2462 AT PAGE 760.
9. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENTS RECORDED JUNE 09, 1980 IN BOOK 2463 AT PAGE 1.
10. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN NOTICE OF GENERAL DESCRIPTION OF AREA SERVED BY PANHANDLE EASTERN PIPE LINE COMPANY CONCERNING UNDERGROUND FACILITIES RECORDED JUNE 25, 1986 IN BOOK 3162 AT PAGE 961.
11. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN COMMUNITIZATION AGREEMENT RECORDED FEBRUARY 09, 1987 UNDER RECEPTION NO. 02087781 (WELD COUNTY RECORDS).
12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PLATTE VALLEY MEDICAL CENTER AND CITY OF BRIGHTON LAND EXCHANGE AGREEMENT RECORDED SEPTEMBER 11, 1997 IN BOOK 5100 AT PAGE 323.
13. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ZONING ORDINANCE NO. 1527.A RECORDED DECEMBER 19, 1997 IN BOOK 5187 AT PAGE 930.
14. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF PLATTE VALLEY MEDICAL CENTER SUBDIVISION RECORDED DECEMBER 19, 1997 UNDER RECEPTION NO. C0347395.
15. ANY AND ALL RIGHTS OF ANY DITCH COMPANY RELATING TO FULTON DITCH, WHICH TRAVERSES SUBJECT PROPERTY OR IS DESCRIBED AS A BOUNDARY OF SUBJECT PROPERTY, INCLUDING BUT NOT LIMITED TO DITCH MAINTENANCE AND ACCESS RIGHTS TO LANDS ADJOINING THE DITCH, AS DISCLOSED ON MAP RECORDED DECEMBER 19, 1997 UNDER RECEPTION NO. C0347395.
16. ANY INCREASE OR DECREASE IN THE AREA OF THE LAND AND ANY ADVERSE CLAIM TO ANY PORTION OF THE LAND WHICH HAS BEEN CREATED BY OR CAUSED BY ACCRETION OR RELICTION,

- WHETHER NATURAL OR ARTIFICIAL; AND THE EFFECT OF THE GAIN OR LOSS OF AREA BY ACCRETION OR RELICTION UPON THE MARKETABILITY OF THE TITLE OF THE LAND.
17. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN ACCESS EASEMENT AGREEMENT RECORDED DECEMBER 18, 2007 UNDER RECEPTION NO. 2007000115414.
 18. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED DECEMBER 18, 2007, UNDER RECEPTION NO. 2007000115418.
 19. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BRIGHTON LIFELONG LEARNING AND RESOURCE CENTER RECORDED DECEMBER 18, 2007 UNDER RECEPTION NO. 2007000115522.
 20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED DECEMBER 19, 2007 UNDER RECEPTION NO. 2007000115797.
 21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE REGARDING USE RESTRICTION CONSENT RECORDED JANUARY 11, 2008 UNDER RECEPTION NO. 2008000002556.
 22. REQUEST FOR NOTIFICATION OF APPLICATION FOR DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED JULY 13, 2016 UNDER RECEPTION NO. 2016000055794.
 23. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS TO MINERAL INTERESTS SET FORTH IN DEEDS RECORDED FEBRUARY 28, 2017 UNDER RECEPTION NO. 2017000017963, JUNE 30, 2017 UNDER RECEPTION NO. 2017000056206 AND MARCH 19, 2018 UNDER RECEPTION NOS. 2018000022065 AND 2018000022066.
 24. OIL AND GAS LEASE RECORDED OCTOBER 24, 2017 UNDER RECEPTION NO. 2017000092802 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

