Recorded at 9:44 o'clock A M. JUL 1 0 1979 BOOK 531 PAGE 186

Reception No. 295584 Mildred Alsdorf, Recorder

CONDOMINIUM DECLARATION

FOR

VALLEY VIEW WEST CONDOMINIUMS

KNOW ALL MEN BY THESE PRESENTS,

WHEREAS, VALLEY VIEW ASSOCIATES, a Colorado limited partnership, (Declarant), is the owner of the following described real property situate in the County of Garfield, State of Colorado:

A tract of land situate in Lot 4, Section 5, Township 6 South, Range 89 West of the 6th Principal Meridian being more particularly described as follows: Beginning at a point whence a Brass Cap for the southeast corner of Section 34, Township 5 South, Range 89 West of the 6th Principal Meridian bears N. 23°20'52" W. 947.20 feet; with all bearings contained herein being relative to a bearing of S. 89°50' W. on the south line of said Section 34; thence S. 01°44'00" W. 265.56 feet along a fence line; thence N. 88°16'00" W. 330.40 feet; thence N. 01° 44'00" E. 334.72 feet; thence N. 85°37'40" E. 71.71 feet; thence N. 63°13'34" E. 18.12 feet; thence N. 02°08'00" W. 62.26 feet; thence N. 68°02'41" W. 88.52 feet; thence N. 01°44'00" E. 149.51 feet to the southerly right-of-way line of a county road; thence S. 51°30'00" E. 138.05 feet along said southerly right-of-way line; thence S. 39°24'00" E. 320.50 feet along said southerly right-of-way line; thence S. 66°09'00" E. 9.70 feet along said southerly right-of-way line to the point of beginning.

There is EXCEPTED from the following to-wit: Beginning at a point whence the Most Northerly corner of the above described tract bears: N. 23°32'48" W. 61.57 feet; thence S. 49°17'04" E. 60.00 feet; thence S. 28°54'42" W. 30.00 feet; thence N. 49°17'04" W. 60.00 feet; thence N. 28°54' 42" E. 30.00 feet to the point of beginning.

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

WHEREAS, Declarant is the owner of three (3) buildings containing an aggregate of 52 separate residential units which are in the process of being converted to condominiums;

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

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

1. DEFINITIONS. Unless the context shall expressly provide otherwise, the following definitions shall apply:

(a) "Unit" means an individual air space which is contained within the perimeter walls, floors, and ceilings of a unit in the buildings as shown on the Map.

(b) "Condominium Unit" means an individual air space unit together with the interest in the general common elements.

(c) "Owner" means a person, firm, corporation, partnership, association, or other legal entity, or any combination thereof, owning one or more condominium units.

(d) "General common elements" means and includes:

(1) the land on which the buildings are located;

(2) the foundations, columns, girders, beams, supports, main walls, roofs, sidewalks, and driveways of the buildings;

(3) the yards, landscaped areas, storage areas, and parking areas;

(4) the installations consisting of the equipment and materials existing for common use;

(5) all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

(e) "Entire premises", "premises", "project" or "property" means and includes the land, the buildings, all improvements and structures thereon, and all rights, easements and appurtenances belonging thereto.

(f) "Condominium project" means all of the land and improvements initially and subsequently submitted to this Declaration.

(g) "Common expenses" means and includes:

(1) All sums lawfully assessed against the general common elements;

(2) Expenses of administration and management, maintenance, repair or replacement of the general common elements;

(3) Expenses declared common expenses by the unit owners.

(h) "Association" means Valley View West Condominiums, Inc., a Colorado non-profit corporation, the Certificate of Incorporation and By-Laws of which shall govern the administration of this condominium property, and the members of which shall be all of the owners of the condominium units of this condominium property. Voting rights of the members shall be as established by the Articles of Incorporation and By-Laws of the Association.

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

(j) "Building" or "Buildings" means the building improvements comprising a part of the property.

2. CONDOMINIUM MAP. The Map shall be filed for record prior to the first conveyance of any condominium unit. Such Map shall consist of and set forth (1) the legal description of the surface of the land; (2) the linear measurements and location, with reference to the exterior boundaries of the land, of the buildings and all other improvements on said land; (3) floor plans and elevation plans of the buildings showing the location, the unit designations, and the linear dimensions of each unit; (4) the elevations of the unfinished interior surfaces of the floors and ceilings, and the linear measurements showing the thickness of the perimeter walls. The Map shall contain a certificate of a licensed professional engineer certifying that the Map fully and accurately depicts the layout, measurements, and location of all the improvements, the unit designations, the dimensions of such units and the elevations of the floors and ceilings. In interpreting the Map, the existing physical boundaries of each unit as constructed shall be conclusively presumed to be its boundaries. Declarant reserves the right to amend the Map, from time to time, to conform the same to the actual physical location of the constructed improvements and to any changes, modifications, or alterations.

3. DIVISION OF PROPERTY INTO CONDOMINIUM UNITS. The real property and improvements to be constructed thereon are hereby divided into fifty-two (52) separate fee simple estates, each such estate consisting of one unit together with the appurtenant undivided percentage interests in and to the general common elements as set forth in Exhibit "A" attached hereto and by this reference made a part hereof. The general common

elements shall be held in common by the owners thereof. Each condominium unit is described on the attached Exhibit A. Each condominium unit shall be identified on the Map by the number as shown on Exhibit A.

4. ANNEXING ADDITIONAL CONDOMINIUM UNITS.

(a) The Declarant, for itself, its successors and assigns expressly reserves at any time within five years of the date of recording this Declaration, the right to enlarge this condominium project by annexing and adding up to twenty (20) condominium units to be located on the Development Area as set forth on the Condominium Map. Such additions shall be expressed in and by a duly recorded supplement to this Declaration and by filing for record an additional section or supplement to the Condominimum Map. The reference to the Map and Declaration in any instrument shall be deemed to include any supplements to the Map and Declaration without specific reference thereto. Additionally, the Declarant reserves the right to treat and deal with the Development Area in such manner and fashion as shall be necessary or required to obtain approval from Garfield County, Colorado to erect such additional units.

(b) Such supplements to this Declaration shall provide for a division of such additionally submitted real property and improvements into condominium units. Each unit shall be separately designated and each building shall be identified by a symbol or designation dissimilar to any other building in the condominium project. The undivided interest in and to the common elements appurtenant to each such unit shall be a part of the common elements of the condominium units described and initially created by this Declaration and the Map and a part of the common elements subsequently submitted condominium units; provided, however, that all owners of condominium units in this condominium project shall have a nonexclusive right in common with all of the other owners to use the sidewalks, pathways, driveways, recreational facilities and all other common elements within this entire condominium project so designated on the Map and all amendments and supplements thereto.

(c) Except as may be otherwise provided by the provision of such supplements to this Declaration, all of the provisions contained in this Declaration shall be applicable to such additional condominium units submitted to this condominium project.

(d) As additional condominium units are submitted to this condominium project and in order that the common expenses of this condominium project be shared proportionately and equitably by the owners of the initially submitted condomium units and the owners of all subsequently submitted additional condominium units, the common expenses shall be determined and adjusted by dividing the square footage of each unit by the total square footage of all units, including all existing units and newly annexed units, and the resulting figure, expressed as a percentage, shall be the percentage ownership of each unit in the general common elements and the percentage for which each unit shall be liable for common expenses. Such percentages for the initially submitted condominium units shall be as set forth on Exhibit A hereof. Notwithstanding the foregoing, however, each condominium unit, regardless of the number of owners, shall be entitled to such vote as is established in the By-Laws of the Association and such voting interest shall not be changed by the enlargement of this condominium project or otherwise.

(e) Each owner shall have the nonexclusive right, together with all other owners, to use all common elements, open spaces, recreation facilities, grass and landscaping areas, and all other areas in the project which are not herein specifically dedicated to the use of less than all of the owners. This easement shall be irrevocable and shall be for the purposes of egress and ingress, recreational and social use and shall apply to all property hereafter committed to this condominium project.

(f) It is contemplated that additional lands reflected on the Condominium Plat as Development Area will ultimately be committed to this project but the Declarant, its appointees, successors and assigns shall have no affirmative obligation to do so. The rights of the Declarant, its appointees, successors and assigns as described in this Declaration shall apply to all properties which are added to this project in accordance with these provisions relating to the enlargement thereof.

5. INSEPARABILITY OF A CONDOMINIUM UNIT. Each unit and the undivided interest in the general common elements appurtenant thereto shall be inseparable and may be conveyed, leased, encumbered, devised, or inherited only as a condominium unit.

6. DESCRIPTION OF A CONDOMINIUM UNIT. Every deed, lease, mortgage, trust deed, will, or other instrument may legally describe a condominium unit by its identifying unit number, followed by the words, "VALLEY VIEW WEST CONDOMINIUMS" with further reference to the recorded Declaration and Map. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber, or otherwise affect the unit, the general common elements and also to convey the right of ingress and egress to and from said unit.

7. SEPARATE ASSESSMENT AND TAXATION NOTICE TO ASSESSOR. Declarant shall give written notice to the assessor of the creation of condominium ownership of this property, as is provided by law, so that each unit and its percentage of undivided interest in the general common elements shall be deemed a separate parcel and subject to separate assessment and taxation.

8. TITLE. A condominium unit may be held and owned by more than one person as joint tenants or as tenants in common, or any real property tenancy relationship recognized under the laws of Colorado.

9. NONPARTITIONABILITY OF GENERAL COMMON ELEMENTS. The general common elements shall be owned in common by all of the owners of the units and shall remain undivided, and no owner shall bring any action for partition or division of the general common elements.

10. USE AND OCCUPANCY. All units shall be used and occupied for residential purposes by the owner, by the owner's family or the owner's guests and tenants.

11. EASEMENTS FOR ENCROACHMENTS. If any portion of the general common elements now or hereafter encroaches upon any unit or units, a valid easement for the encroachment and for the maintenance of the same, so long as it

stands, shall and does exist. If any portion of a unit now or hereafter encroaches upon the general common area or upon an adjoining unit or units, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. For title or other purposes, such encroachments and easements shall not be considered or determined to be encumbrances either on the general common elements or the units.

12. LIMITATION OF MECHANIC'S LIEN RIGHTS AND INDEMNIFICATION. No labor performed or materials furnished and incorporated in a unit with the consent or at the request of the owner thereof or his agent or his contractor or subcontractor shall be the basis for filing of a lien against the unit of any other owner not expressly consenting to or requesting the same, or against the general common elements owned by such other owners. Each owner shall indemnify and hold harmless each of the other owners from and against all liability arising from the claim of any lien against the unit of any other owner or against the general common elements for construction performed or for labor, materials, services, or other products incorporated in or otherwise attributable to the owner's unit at such owner's request.

13. ADMINISTRATION AND MANAGEMENT. The administration and management of this condominium property shall be governed by the Certificate of Incorporation and By-Laws of the Association. A certified copy of the Certificate of Incorporation of the Association shall be recorded simultaneously with this Declaration. An owner of a condominium unit, upon becoming an owner, shall be a member of the Association and shall remain a member for the period of his ownership. An exclusive agent for the operation and management of this condominium project may be appointed by the Association.

14. RESERVATION FOR ACCESS-MAINTENANCE, REPAIR AND EMERGENCIES. The owners shall have the irrevocable right, to be exercised by the Managing Agent or Board of Managers of the Association, to have access to each unit from time to time during reasonable hours as may be necessary for the inspection, maintenance, repair, or replacement of any of the general common elements therein necessary to prevent damage to the general common elements or to another unit or units. Damage to the interior of any part of a

unit resulting from the maintenance, repair, emergency repair, or replacement of any of the general common elements or as a result of emergency repairs within another unit at the instance of the Association shall be a common expense of all of the owners' provided, however, that if such damage is the result of the negligence of a unit owner, then such unit owner shall be responsible for all of such damage. Restoration of the damaged improvements shall be substantially the same as the condition of such improvements prior to the damage.

15. OWNERS' MAINTENANCE RESPONSIBILITY OF UNIT. For purposes of maintenance, repair, alteration and remodeling, an owner shall be deemed to own the windows, doors, interior nonsupporting walls, the materials (such as, but not limited to, plaster, gypsum dry walls, paneling, wallpaper, brick, stone, paint, wall and floor tile, and flooring, but not including the sub-flooring) making up the finished surfaces of the perimeter walls, ceilings, and floors within the unit and the unit doors and windows. Each unit owner shall also be responsible for the maintenance and repair of the patio attached to his unit. The owner shall not be deemed to own any utilities running through his unit which serve more than one unit except as a tenant in common with the other owners. Such right to repair, alter and remodel shall carry the obligations to replace any finishing materials removed with similar or other types or kinds of finishing materials of equal or better quality. An owner shall maintain and keep the interior of his own unit in good repair, including the fixtures thereof and the patio attached thereto. All fixtures and equipment installed within the unit and servicing that unit, commencing at a point where the utility lines, pipes, wires, conduits, or systems (which for brevity are hereafter referred to as "utilities") enter the unit shall be maintained and kept in good repair by the owner thereof. An owner shall do no act nor any work that will impair the structural soundness or integrity of the building or impair any easement or hereditament.

16. COMPLIANCE WITH PROVISIONS OF DECLARATION AND BY-LAWS. Each owner shall comply strictly with the provisions of this Declaration, and provisions of the Certificate of Incorporation and By-Laws of the Association, and the rules and regulations of the Association adopted pursuant thereto

as the same may be lawfully amended from time to time. Failure so to comply shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Managing Agent or Board of Managers in the name of the Association on behalf of the owners or, in a proper case, by an aggrieved owner.

17. REVOCATION OR AMENDMENT TO DECLARATION. This Declaration shall not be revoked nor shall any of the provisions herein be amended unless the owners representing 75% or more of the aggregate ownership interest in the general common elements and all of the holders of any recorded mortgage or deed of trust covering or affecting any or all condominium units unanimously consent and agree to such revocation or amendment by instrument(s) duly recorded; however, the percentage of the undivided interest in the general common elements appurtenant to each unit, as expressed in this Declaration, shall have a permanent character and shall not be altered without the consent of all of the condominium unit owners as expressed in a duly recorded amendment to this Declaration.

18. ASSESSMENT FOR COMMON EXPENSES. The assessments made upon the owners by the Association shall be based upon the cash requirements deemed to be such aggregate sum as the Managing Agent or Board of Managers of the Association shall from time to time determine is to be paid by all of the condominium unit owners, including Declarant, to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the general common elements. Said sum may include, among other things, the following: Expenses of management; taxes and special assessments, until separately assessed; fire insurance with extended coverage and vandalism and malicious mischief insurance with endorsements attached issued in the amount of the maximum replacement value of all of the condominium units; casualty and public liability and other insurance premiums; landscaping and care of grounds; snow removal; common lighting and heating; repairs and renovations; garbage and trash collections; wages; water charges; legal and accounting fees; management fees; expenses and liabilities incurred by the Managing Agent or Board of Managers of the Association under or by reason of this Declaration; the payment of any deficit remaining from a previous period; the creation of a reasonable contingency or other reserve or surplus fund as well as other

costs and expenses relating to the general common elements. The cost of heating all units shall be deemed a common expense and shall be paid out of assessments. The omission or failure of the Board to fix the assessment for any period shall not be deemed a waiver, modification, or a release of the owners from their obligation to pay.

19. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

20. <u>LIABILITY FOR ASSESSMENTS</u>. All owners shall be obligated to pay the estimated assessments imposed by the Board of Managers of the Association to meet the common expenses. The assessments shall be made pro rata according to each owner's percentage interest in and to the general common elements. Assessments for the estimated common expenses, including insurance, shall be due in advance for

such periods as may be determined by the Board of Managers. The Board of Managers shall prepare and deliver or mail to each owner an itemized quarterly statement showing the various estimated or actual expenses for which the assessments are made. No owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the general common elements, or by abandonment of his unit.

21. LIEN FOR NONPAYMENT OF COMMON EXPENSES. All sums assessed but unpaid for the share of common expenses chargeable to any condominium unit, including interest thereon at sixteen percent (16%) per annum, shall constitute a lien on such unit superior (prior) to all other liens and encumbrances except:

(a) Tax and special assessment liens in favor of any governmental assessing unit; and

(b) All sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance, and including additional advances made thereon prior to the arising of such a lien.

To evidence such lien the Board of Managers shall prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the owner of the condominium unit and a description of the condominium unit. Such a notice shall be signed by one of the Board of Managers or by the Managing Agent and shall be recorded in the office of the Clerk and Recorder of the County of Garfield, State of Colorado. Prior to such recording a copy thereof shall be delivered to the person or entity holding a first lien on the unit. Such lien for the common expenses shall attach from the date of the failure of payment of assessment, and may be enforced by foreclosure on the defaulting owner's condominium unit by the Association in like manner as a mortgage or deed of trust on real property upon the recording of a notice or claim thereof. In any such foreclosure the owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The Association shall have the power to bid on the condominium unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. The amount of the common expenses assessed against each condominium unit shall also be a debt of the owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing same. Any encumbrancer holding a lien on a condominium unit may pay any unpaid common expenses payable with respect to such unit, and upon such payment such encumbrancer shall have a lien on such unit for the amounts paid of the same rank as the lien of his encumbrance. A recorded lien may be released by recording a Release of Lien to be signed by an officer of the Association or by the Managing Agent on behalf of the Association.

22. LIABILITY FOR COMMON EXPENSE UPON TRANSFER OF CONDOMINIUM UNIT. Upon payment of a reasonable fee, not to exceed twenty-five dollars ($25.00), and upon the written request of any owner or any mortgagee or prospective mortgagee of a condominium unit, the Association, by its Managing Agent or Board of Managers, shall issue a written statement setting forth the amount of the unpaid common expenses, if any, with respect to the subject unit, the amount of the current periodic assessment and the date such assessment becomes due, credit for advanced payments or for prepaid items, including, but not limited to insurance premiums, which shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness is complied with within ten days, all unpaid common expenses which become due prior to the date of making such request shall be subordinate to the lien of the person requesting such statement. The grantee of a unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his proportionate share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor; provided, however, that upon payment of a reasonable fee, not to exceed twenty-five dollars ($25.00), and upon written request, any prospective grantee shall be entitled to a statement from the Managing Agent or Board of Managers, setting forth the amount of the unpaid assessments, if any, with respect to the subject unit, the amount of the current monthly assessments, and the date that such assessment becomes due, credit for advanced payments or for prepaid

items, including, but not limited to, insurance premiums, which shall be conclusive upon the Association. Unless such request for a statement of indebtedness shall be complied with within ten (10) days of such request, then such grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessments against the subject unit. The provision of this paragraph shall not apply upon the initial transfer of the condominium units by Declarant and shall also not apply to first mortgagees prior to such time as such first mortgagees may become an owner of a condominium unit pursuant to a foreclosure proceeding or the taking of a deed in lien thereof.

23. MORTGAGING A CONDOMINIUM UNIT - PRIORITY. Any owner shall have the right, from time to time, to mortgage or encumber his interest by deed of trust, mortgage, or other security instrument. A first mortgage shall be one which has first and paramount priority under applicable law. The owner of a condominium unit may create junior mortgages on the following conditions: (1) Any such junior mortgages shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, lien for common expenses, and other obligations created by this Declaration, the Certificate of Incorporation and the By-Laws of the Association. (2) The mortgagee under any junior mortgage shall release, for the purpose of restoration of any improvements upon the mortgaged premises, all of his right, title, and interest in and to the proceeds under all insurance policies upon said premises which insurance policies were effected and placed upon the mortgaged premises by the Association. Such release shall be furnished forthwith by a junior mortgagee upon written request of the Association.

24. ASSOCIATION AS ATTORNEY-IN-FACT. This Declaration hereby makes mandatory the irrevocable appointment of an attorney-in-fact to deal with the property upon its destruction or obsolescence. Title to any condominium unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed from the Declarant or from any owner shall constitute appointment of the attorney-in-fact herein provided. All of the owners irrevocably constitute and appoint the Association their true and lawful attorney in their name,

place, and stead for the purpose of dealing with the property upon its destruction or obsolescence as is hereafter provided. As attorney-in-fact, the Association, by its president and secretary, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a condominium unit owner which are necessary and appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in the succeeding subparagraphs means restoring the improvements to substantially the same condition in which it existed prior to the damage, with each unit and the general common elements having the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purpose of repair, restoration, or replacements unless the owners and all first mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter.

(a) In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvements, shall be applied by the Association, as attorney-in-fact, to such reconstruction, and the improvements shall be promptly repaired and reconstructed. The Association shall have full authority, right and power, as attorney-in-fact, to cause the repair and restoration of the improvements.

(b) If the insurance proceeds are insufficient to repair and reconstruct the improvements and such damage does not render more than one-half (1/2) of the units untenantable, such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of an assessment to be made against all of the owners and their condominium units. Such deficiency assessment shall be a common expense and made pro rata according to each owner's percentage interest in the general common elements, and shall be due and payable within thirty (30) days after written notice thereof. The

Association shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose, notwithstanding the failure of an owner to pay the assessment. The assessment provided for herein shall be a debt of each owner and a lien on his condominium unit and may be enforced and collected as is provided in paragraph 21 above. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such deficiency assessment within the time provided and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association. Prior to recording such notice, a copy thereof shall be delivered to the person or entity holding a first lien on the unit. The proceeds derived from the sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, in following order:

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

(2) For payment of taxes and special assessment liens in favor of any assessing entity;

(3) For payment of unpaid common expenses;

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

(5) The balance remaining, if any, shall be paid to the condominium unit owner.

(c) If more than one-half (1/2) of the units are rendered untenantable by fire or other casualty no reconstruction or repair shall take place unless at a meeting which shall be called within ninety (90) days of the occurrence of the casualty or if by such date the insurance loss has not been finally adjusted, then thirty (30) days thereafter, the owners of a majority of the condominium units vote in favor of reconstruction or repair. Such plan for reconstruction or repair must have the unanimous approval or consent of every first mortgagee. In the event such a plan is not approved by the owners or first mortgagees, the Association shall forthwith record a notice setting forth such a fact or facts, and upon the recording of such notice by the Association's president and secretary, the entire remaining premises shall be sold by the Association, as attorney-in-fact for all of the owners, free and clear of the provisions contained in this Declaration, the Map and By-Laws. The insurance settlement proceeds collected by the Association, and such proceeds shall be divided by the Association according to each unit owner's interest (as such interests may appear on the policy or policies) and such dividend proceeds shall be paid into a separate account representing each condominium unit. Each such account shall be in the name of the Association, and shall be further identified by the number of the unit and the name of the owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount of each of such funds, without contribution from one account to another, toward the partial or full payment of the lien of any first mortgage against the condominium unit represented by such separate account. There shall be added to each such account the apportioned amount of the proceeds derived from the sale of the entire property. Such apportionment shall be based upon each condominium unit owner's percentage interest in the general common elements. The total funds of each account shall be used and disbursed, without contribution from one account to another by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in subparagraph (b) (1) through (5) of this paragraph.

(d) If the owners of a majority of the condominium units adopt a plan for reconstruction, which plan has the unamious approval of all first mortgagees, then all of the owners shall be bound by the terms and other provisions of such plan. Any assessment made in connection with such plan shall be a common expense and made pro rata according to each owner's percentage interest in the general common elements. Such assessment shall be due and payable within thirty (30) days after written notice thereof is given. The Association shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purposes notwithstanding the failure of an owner to pay the assessment. The assessment provided for herein shall be a debt of each owner and a lien on his condominium unit and may be enforced and collected as is provided in paragraph 21. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association. Prior to recording such notice, a copy thereof shall be delivered to the person or entity holding a first lien on the unit. The proceeds derived from the sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, for the same purposes and in the same order as provided in subparagraph (c) (1) through (5) of this paragraph.

(e) The owners of seventy-five percent (75%) or more of the general common elements may agree that the general common elements of the property are obsolete and that the same should be renewed or reconstructed. In such instance after notice to and coordination with any first mortgagees, then the expense thereof shall be payable by all of the owners as common expenses.

(f) The owners of seventy-five (75%) or more of the general common elements may agree that the condominium units are obsolete and that the same should be sold. Such agreement must have the unanimous approval of every first mortgagee. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's president and secretary, the entire premises shall be sold by the Association, as attorney-in-fact for all of the owners, free and clear of the provisions contained in this Declaration, the Map, and the By-Laws. The sales proceeds shall be apportioned between the owners on the basis of each owner's percentage interest in the general common elements, and such apportioned proceeds shall be paid into separate accounts representing each condominium unit. Each such account shall be in the name of the Association, and shall be further identified by the number of the unit and the name of the owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts, without contribution from one account to another, for the same purposes and in the same order as is provided in subparagraph (b) (1) through (5) of this paragraph.

25. PERSONAL PROPERTY FOR COMMON USE. Prior to the first conveyance of any condominium unit, Declarant shall execute and deliver a bill of sale to the Association, transferring all items of personal property located on the entire premises and furnished by Declarant, and intended for the common use and enjoyment of the condominium unit owners and occupants. The association shall hold title to such property for the use and enjoyment of the condominium unit owners and occupants. No owner shall have any other interest and right thereto and all such right and interest shall absolutely terminate upon the owner's termination of possession or ownership of his condominium unit.

26. MAILING OF NOTICES. All notices, demands, or other notices intended to be served upon an owner shall be sent by ordinary mail or certified mail, postage prepaid, addressed in the name of such owner in care of the unit number and building address of such owner and to the person or entity holding a first lien on the unit. All notices,

demands, or other notices intended to be served upon the Managing Agent or the Board of Managers of the Association or the Association shall be sent by ordinary or certified mail, postage prepaid, to Valley View West Condominiums, Inc., 51519 U. S. Highway 6, Glenwood Springs, Colorado, 81601.

27. PERIOD OF CONDOMINIUM OWNERSHIP. The separate condominium estates created by this Declaration and the Map shall continue until this Declaration is revoked in the manner and as is provided in paragraph 17 of this Declaration or until terminated in the manner and as is provided in subparagraphs (c) and (f) of paragraph 24 of this Declaration.

28. RESTRICTIVE COVENANTS.

(a) No dogs, cats or other animals of any kind shall be permitted in any unit or within the condominium complex.

(b) No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed, or permitted to remain on the premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any condominium unit or any resident thereof. (For a period of two years, Valley View Associates and its sales agent shall be permitted to erect signs and maintain a sales office for the purpose of marketing the subject condominium units). Otherwise, no business activities of any kind whatever shall be conducted in any building or in any portion of the property; provided, however, the foregoing covenants shall not apply to signs identifying the buildings, units, common areas or other improvements.

(c) No nuisances shall be allowed on the condominium property, nor any use or practice which is the source of annoyance to residents or which interfers with the peaceful enjoyment or possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate nor any fire hazard to exist. No unit owner shall permit any use of his unit cr make use of the general common elements which will increase the rate of insurance upon the condominium property. The Association may adopt rules and regulations relative to abatement and enjoinment of nuisances.

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

(e) Rules and regulations may be adopted by the Board of Managers of the Association concerning and governing the use of the general common elements; provided, however, that such rules and regulations shall be furnished to unit owners prior to the time that they become effective and that such rules and regulations shall be uniform and nondiscriminatory.

(f) Except for those improvements erected or installed by Declarant, no exterior additions, alterations, or decorating to the exteriors of any buildings, walls, and other structures shall be commenced, erected, or maintained without the prior written approval of the Board of Managers of the Association.

(g) No motor vehicles shall be allowed to remain on the property which do not bear valid Colorado license plates and a current safety registration sticker. In addition, no mechanical repairs shall be performed on any motor vehicles on the premises.

(h) No items shall be stored on any patios or balconies which give an unsightly appearance to the buildings when viewed from the outside.

29. AUTOMOBILE PARKING FACILITIES. As a part of the general common elements there shall be designated on the condominium map various automobile parking areas which shall be under the exclusive possession and control of the Association. One (1) parking space shall be assigned to each unit. The use thereof shall be subject to the terms and conditions, as the Association may, in its sole discretion, direct.

30. ACCEPTANCE OF PROVISIONS IN ALL DOCUMENTS. The conveyance or encumbrance of a condominium unit shall be deemed to include the acceptance of all of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association and rules and regulations from time to time adopted by the Association and shall be binding upon each grantee or encumbrancer without the necessity of inclusion of such an express provision in the instrument of conveyance or encumbrance.

31. GENERAL.

(a) "Declarant" as used herein means the named Declarant, their heirs, devisees, personal representatives, successors and assigns.

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

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

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

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

IN WITNESS WHEREOF, Declarant has duly executed

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this Declaration this 10th day of July, 1979.

VALLEY VIEW ASSOCIATES

By Richard M. Jennings
RICHARD M. JENNINGS
General Partner

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

The foregoing Condominium Declaration for Valley View West Condominiums was acknowledged before me this 10th day of July, 1979, by Richard M. Jennings, general partner of Valley View Associates.

NOTARY PUBLIC

My Commission expires May 3, 1982

Bernadine Warren
NOTARY PUBLIC

EXHIBIT A

ATTACHED TO AND FORMING A PART OF CONDOMINIUM DECLARATION FOR VALLEY VIEW WEST CONDOMINIUMS, COUNTY OF GARFIELD, STATE OF COLORADO

Unit No.	Percentage Interest	Unit No.	Percentage Interest
1	.02	27	.02
2	.02	28	.02
3	.016	29	.02
4	.016	30	.02
5	.016	31	.02
6	.02	32	.02
7	.02	33	.02
8	.02	34	.02
9	.02	35	.02
10	.02	36	.02
11	.02	37	.02
12	.02	38	.016
14	.02	39	.02
15	.02	40	.016
16	.02	41	.016
17	.02	42	.02
18	.02	43	.02
19	.02	44	.02
20	.02	45	.02
21	.016	46	.02
22	.016	47	.02
23	.016	48	.02
24	.016	49	.02
25	.02	50	.02
26	.02	51	.02
		52	.02
		53	.02