

FOUR MILE VILLAGE CONDOMINIUM ASSOCIATION

DECLARATION of Condominium

***"FOUR MILE VILLAGE
CONDOMINIUM
ASSOCIATION"***

***6th Amendment to the Declarations
recorded at the Denver County Clerk &
Recorded on August 6, 2010 at
Reception #2010087237 12:01 p.m.***

Please incorporate this Document into your copy of the Governing
Documents for
for Four-Mile-Village Condominium Association
(Keep in a safe place for future reference)



2010087237

Page: 1 of 5

08/06/2010 12:01P

City & County Of Denver

AMD

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SIXTH AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
OF
FOUR MILE VILLAGE CONDOMINIUMS

THIS SIXTH AMENDMENT to the Declaration of Condominium of Four Mile Village Condominiums (the "Declaration") is executed and effective on this 2nd day of AUGUST, 2010.

WHEREAS, on April 27, 1982, the Declaration was recorded in the records of the Clerk and Recorder of the City and County of Denver, State of Colorado, at Reception Number 065024, in Book 2573, at Pages 464 through 511; and

WHEREAS, Article XVI, Section 1 of the Declaration provides for the amendment of the Declaration upon the approval of not less than seventy-five percent (75%) of the Members; and

WHEREAS C.R.S. §38-33.3-217(1)(a) provides that the Declaration may be amended upon the approval of not more than sixty-seven percent (67%) of the Members notwithstanding any provision of the Declaration to the contrary; and

WHEREAS, at least sixty-seven percent (67%) of the Members have consented to amend the Declaration as provided herein; and

WHEREAS, Article XVI, Sections 1 and 2 of the Declaration provide for the amendment of the Declaration upon the approval of not less than one hundred percent (100%) of the first deed of trust holders; and

WHEREAS, one hundred percent (100%) of the first deed of trust holders have been deemed to have consented to amend the Declaration pursuant to C.R.S. 38-33.3-217(1)(b) as provided herein.

NOW, THEREFORE, the undersigned, being the President and Secretary of the Four Mile Village Condominium Association, hereby certify that Members to whom at least sixty-seven percent (67%) of the votes in the Association are allocated have consented in writing to amend the Declaration and one hundred percent (100%) of the first deed of trust holders have been deemed to have consented to amend the Declaration pursuant to C.R.S. 38-33.3-217(1)(b) as follows:

1. Section 1 of Article X of the Declaration shall be deleted in its entirety and replaced with the following:

Section 1. GENERAL COMMON ELEMENTS INSURANCE. The Association shall be responsible for and shall procure fire and all risk coverage insurance upon the

General Common Elements for not less than the full insurable value thereof under a policy or policies of insurance with such insurance company or companies as the Association may determine to be appropriate, but such insurance shall have a minimum of a BBB+ rating. For purposes of this Section only, General Common Elements shall be deemed to include all structural components of the Condominium Units, including, but not limited to the exterior wall surfaces to the unfinished interior surfaces of perimeter walls, the roofs to the unfinished interior surfaces of the uppermost ceilings, interior walls, ceilings and floors including the unfinished surfaces thereof, those portions of any utility, HVAC and electrical systems located within the walls, ceilings or floors, windows and window casings and exterior doors and exterior door casings, but excluding items normally excluded from coverage. The policy of property insurance to be maintained by the Association covering the structures shall, except as otherwise specifically provided herein, exclude all non-structural components of the Condominium Units, including, but not limited to interior doors, interior finishes, cabinets, appliances, fixtures of any nature, those portions of any utility, HVAC and electrical systems not located within the walls, floors or ceilings, wall coverings, floor coverings, window coverings, kitchen and bathroom fixtures, sinks, countertops, personal property and furnishings. Further, said policy shall be written on a replacement cost basis and the covered cause of loss shall be written on a special form basis. Such policy of policies shall provide that any loss thereunder shall be payable to the Association as insurance trustee under this Declaration. No policy shall provide that: (1) 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 (2) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon the action by the company's Board of Directors, policyholders or members; or (3) the policy includes any limiting clauses (other than insurance conditions) which could prevent mortgagees or the mortgagor from collecting insurance proceeds. The Association shall deliver to each Owner a certificate of insurance stating that the policy of insurance as required under this Section 1 is in effect, and that said policy shall not be cancelled, allowed to lapse or be materially altered except upon ten (10) days prior written notice thereof to the Owner.

2. Section 4 of Article X of the Declaration shall be deleted in its entirety and replaced with the following:

Section 4. WAIVER OF SUBROGATION. The Association and each Owner hereby mutually waive and release any and all claims which they may have against any Owner, the Association, its officers, directors, employees, agents and any Manager, and its respective employees and agents, for damage to the General Common Elements, any Condominium Unit or to any personal property located on the General Common Elements or Condominium Unit, caused by any casualty, to the extent that such damage is covered by fire or other form of casualty insurance. Mortgagee endorsement shall be made when the Owner's interest is subject to an encumbrance. Notwithstanding anything to the contrary, the Association does not waive subrogation against an Owner when a loss is the

result of the wilful and wanton conduct of the Owner.

3. Section 5(c) of Article X of the Declaration shall be deleted in its entirety and replaced with the following:

(c) Commercial general liability insurance in a minimum amount of \$1,000,000.00 per single occurrence and a minimum amount of \$2,000,000.00 in the aggregate and Worker's Compensation coverage upon employees and other liability insurance, including Directors and Officer liability insurance;

4. Section 7 of Article X of the Declaration shall be deleted in its entirety and replaced with the following:

Section 7. LIMITATION ON LIABILITY OF ASSOCIATION. Notwithstanding the duty of the Association to maintain and repair parts of the General Common Elements or portions of the Condominium Units, the Association shall not be liable for injury or damage, other than the normal costs of maintenance and repair, caused by any latent condition of the General Common Elements, Condominium Units or by the conduct of an Owner or any other person or by casualties for which insurance pursuant to this Declaration is not required, or for which insurance is not provided by the Association.

5. The following Section 8 shall be added to Article X of the Declaration:

Section 8. INSURANCE TO BE MAINTAINED BY OWNERS. Each Owner shall be responsible for insurance on all portions of the Condominium Units which are not required to be insured by the Association pursuant to Section 1, above. Included in the insurance to be maintained by each Owner is insurance for those portions of the Condominium Unit which are not considered a structural component of the Condominium Unit or which are not otherwise covered by the Association's insurance as required in Section 1, above, including, but not limited to, interior doors, interior finishes, cabinets, appliances, fixtures of any nature, wall coverings, floor coverings, window coverings, any portion of any utility, HVAC or electrical system not located within a wall, ceiling or floor, kitchen and bathroom fixtures, sinks and countertops. The insurance to be maintained by each Owner shall be on a replacement cost basis and shall be the sole and direct responsibility of the Owner thereof, and the Association, its Board of Directors and/or the managing agent of the Association shall have no responsibility therefor. Loss assessment coverage for any deductibles to be paid by an Owner with respect to any insurance maintained by the Association or with respect to special assessments related to losses and personal liability coverage within each Condominium Unit shall at all times be maintained by every Owner and shall be the sole and direct responsibility of the Owner thereof, and the Association, its Board of Directors and/or the managing agent of the Association shall have no responsibility therefor. Each Owner shall provide a certificate of such insurance, including the limits of protection for the improvements and betterments, to

the Association on an annual basis. Insurance coverage for personal property or furnishings owned by an Owner or occupant shall be optional.

6. The following Section 9 shall be added to Article X of the Declaration:

Section 9. ASSOCIATION INSURANCE AS PRIMARY COVERAGE. If at the time of any loss under any policy which is in the name of the Association, there is other insurance in the name of any Owner and such Owner's policy covers the same property or loss, or any portion thereof, which is covered by such Association policy, such Association policy shall be primary insurance not contributing with any of such other insurance. An Owner shall be liable to the Association for the amount of any diminution of insurance proceeds to the Association as a result of policies of insurance of an Owner; provided that if such amount(s) are not repaid to the Association within ten (10) days after the Association shall have given notice to the Owner of the total of such amount(s), from time to time, then the failure to so repay shall automatically become a default assessment determined and levied against such Condominium Unit and Owner, and the Association may proceed in accordance with Section 6 of Article VII hereof to collect the same.

7. The following Section 10 shall be added to Article X of the Declaration:

Section 10. DEDUCTIBLES. To the extent that it is reasonably possible, no policy of insurance of which the Association or its designee is the beneficiary shall include a deductible clause in an amount which is greater than 4% of the face amount of the policy. Any loss falling within the deductible portion of such policy shall be borne by the person or entity who is responsible for the repair and maintenance of the property which is damaged or destroyed. In the event of a joint duty of repair and maintenance of the damaged or destroyed property between an Owner and the Association, the deductible shall be borne by the Owner. Notwithstanding the foregoing, after notice and hearing, the Association may determine that a loss, either in the form of a deductible to be paid by the Association or an uninsured loss, resulted from the act or negligence of a Owner. Upon said determination by the Association, any such loss or portion thereof may be assessed to the Owner in question and the Association may collect the amount from said Owner in the same manner as any annual assessment. Further, notwithstanding the foregoing, any loss falling within the deductible portion of such policy or any uninsured loss that is the result of any act or failure to act by an Owner or an Owner's guest, tenant or invitee, or that is the result of the failure or malfunction of any utility or utility line, mechanical or electrical device, appliance or any other device that is owned by an Owner or which is located within a Condominium Unit shall be borne by said Owner under all circumstances, notwithstanding the absence of negligence by the Owner.

8. Except as modified herein, the Declaration shall continue in full force and effect.

Dated the day and year first written above.

IN WITNESS WHEREOF, the undersigned hereby certify that Members to whom at least sixty-seven percent (67%) of the votes in the Association are allocated have consented in writing and one hundred percent (100%) of the first deed of trust holders have been deemed to have consented pursuant to C.R.S. 38-33.3-217(1)(b) to the amendments, all as set forth in this Sixth Amendment to the Declaration of Condominium of Four Mile Village Condominiums.

Four Mile Village Condominium Association, a
Colorado Nonprofit Corporation

By: Terry White
Terry White, President

By: Beth Vinson, Secretary
Beth Vinson, Secretary

State of Colorado)
)ss:
County of Denver)

The foregoing instrument was acknowledged, subscribed and sworn to before me
this _____ day of August, 2010 by Terry White, as President of Four Mile Village
Condominium Association, a Colorado Nonprofit Corporation

Witness my hand and official seal.

My Commission Expires: 7/14/13

Veronica D. J.
Notary Public

State of Colorado)
)ss:
County of Denver)

The foregoing instrument was acknowledged, subscribed and sworn to before me
this and day of August, 2010 by Beth Vinson as Secretary of Four Mile Village
Condominium Association, a Colorado Nonprofit Corporation

Witness my hand and official seal.

My Commission Expires: 7/14/13

Veronica D. J.
Notary Public

C-588

Four Mile Village
Phase II
Building No. 5

Book 22
Pages 64, 65, 66,
67, 68 + 69

Alexander F. Atke
Deputy
Freeholder

014921

Freeholder

014920

1982 SEP 15 AM 9 14

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COMM
C.A.

FIRST AMENDMENT TO
THE DECLARATION OF CONDOMINIUM OF
FOUR MILE VILLAGE CONDOMINIUMS

This First Amendment to the Declaration of Condominium of Four Mile Village Condominiums made on the date hereinafter set forth by D.D.H. Development, Inc., a Colorado corporation, hereinafter referred to as "Declarant",

WITNESSETH

WHEREAS, Declarant has established a condominium under the Condominium Ownership Act of Colorado for Four Mile Village Condominiums, pursuant to which a Declaration of Condominium of Four-Mile Village Condominiums ("the Declaration") has been recorded in the Office of the Clerk and Recorder of the City and County of Denver, State of Colorado, and

WHEREAS, Declarant desires to annex certain property which is set forth in Exhibit A, which is attached and incorporated herein by reference, and

WHEREAS, Declarant desires to annex such property in accordance with Article XVIII of the Declaration and has filed in the Office of the Clerk and Recorder a Supplemental Condominium Map,

NOW, THEREFORE, Declarant hereby declares that the property described in Exhibit A is hereby established as a condominium project together with that property which has been previously declared as such under the Declaration and under the Condominium Act of Colorado. The annexed property shall be held, sold, conveyed subject to the covenants, conditions, restrictions, uses and obligations, all of which are declared and agreed to be for the protection of the value of the property and for the benefit of persons acquiring interest therein, shall be deemed to run with the land, it shall be a benefit and a burden and burden to any person acquiring an interest in said property, their grantees, successors, heirs, legal representatives and assigns.

FURTHER, Declarant hereby amends Article II, Section 1, entitled "Conveyances-Description of Condominium Units", of the Declaration to read as follows:

Section 1. Division in the Fee Simple Estates. The property herein described as well as the property described in the First Amendment to the Declaration of Condominium of Four Mile Village Condominiums and the

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improvements thereon are to be divided into fifty (50) fee simple estates. Each such estate shall consist of a separately designated Unit and an undivided 1/50th interest in and to the General Common Elements and all other rights appurtenant to the Unit by Declarant or the Association may make any necessary reassessments within seven (7) years of the date of the Declaration, to conform with the number of Units actually built pursuant to a plan for annexation.

The fifty (50) fee simple estates, including the Limited Common Elements and the General Common Elements shall be vested in the Declarant and shall remain so vested until conveyed by the Declarant or its successor, by deed to the purchaser of the Units. The Declarant does hereby reserve unto itself and its successors, an easement upon, across, and over and under the Limited Common Elements and General Common Elements for the purpose of constructing all Units and improvements herein.

FURTHER, the Units that are to be constructed upon the property described in Exhibit A, shall be subject to all terms and conditions of the Declaration.

Exhibit B is attached hereto and incorporated herein by reference and replaces Exhibit B of the Declaration.

IN WITNESS WHEREOF, Declarant has executed this First Amendment to the Declaration of Condominium of Four Mile Village Condominiums this ____ day of September, 1982.

D.D.H. Development, Inc., a
Colorado corporation.

By: Mark I. Dushoff
Mark I. Dushoff, President

ATTEST:

Theresa J. Dushoff
Asst. Secretary

EXHIBIT A TO
FIRST AMENDMENT TO THE DECLARATION OF
FOUR MILE VILLAGE CONDOMINIUMS

PHASE II - CONDOMINIUM ASSOCIATION

A Parcel of land being a portion of Lot 17, Block 1, Four Mile Village situated in the Southeast one-quarter of the Northeast one-quarter of Section 18, Township 4 South, Range 67 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Commencing at the Southwest corner of said Southeast one-quarter of the Northeast one-quarter of Section 18; thence North 0°00'00" East along the West line of the Northeast one-quarter of said Section 18 a distance of 330.57 feet to the point of intersection of said West line with the westerly extension of the South line of said Four Mile Village; thence North 89°44'46" East along said extension a distance of 30.00 feet to the East right-of-way line of South Forest Street as dedicated by the Plat of said Four Mile Village; thence along said East right-of-way line the following two (2) courses:

- (1) North 2°39'04" East a distance of 345.93 feet;
- (2) North 0°00'00" a distance of 50.00 feet to the North line of the parcel of land described in Book 1019 at Page 367, City and County of Denver Records;

Thence departing said East right-of-way line North 90°00'00" East, along the North line of said parcel and the extension of said North line, a distance of 197.76 feet to the true point of beginning; thence continuing along said course North 90°00'00" East a distance of 112.54 feet; thence South 0°02'47" East a distance of 25.11 feet; thence North 89°57'13" East a distance of 38.68 feet; thence North 0°14'51" West a distance of 139.22 feet; thence South 89°45'09" West a distance of 151.13 feet; thence South 0°14'51" East a distance of 111.48 feet to the true point of beginning, containing 18,170 square feet or 0.417 acres.

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**EXHIBIT B TO
FIRST AMENDMENT TO THE DECLARATION OF
FOUR MILE VILLAGE CONDOMINIUMS**

Phase I

<u>Building 1 Unit Number</u>	<u>Square Footage</u>	<u>Percent Share of Assessments</u>	<u>First Year Budget - \$57,433</u>	<u>Average Monthly Payment</u>
101A	883	1.672	960.27	80.02
102A	883	1.672	960.27	80.02
103B	838	1.587	911.46	75.95
104B	838	1.587	911.46	75.95
201C	1,285	2.433	1,397.34	116.44
202C	1,285	2.433	1,397.34	116.44
203D	1,171	2.217	1,273.28	106.10
204D	1,171	2.217	1,273.28	106.10
205E	1,103	2.089	1,199.77	99.98
206E	1,103	2.089	1,199.77	99.98
	10,560	19.996	11,484.24	956.98

<u>Building 2 Unit Number</u>	<u>Square Footage</u>	<u>Percent Share of Assessments</u>	<u>First Year Budget - \$57,433</u>	<u>Average Monthly Payment</u>
101A	883	1.672	960.27	80.02
102A	883	1.672	960.27	80.02
103B	838	1.587	911.46	75.95
104B	838	1.587	911.46	75.95
201C	1,285	2.433	1,397.34	116.44
202C	1,285	2.433	1,397.34	116.44
203D	1,171	2.217	1,273.28	106.10
204D	1,171	2.217	1,273.28	106.10
205E	1,103	2.089	1,199.77	99.98
206E	1,103	2.089	1,199.77	99.98
	10,560	19.996	11,484.24	956.98

<u>Building 3 Unit Number</u>	<u>Square Footage</u>	<u>Percent Share of Assessments</u>	<u>First Year Budget - \$57,433</u>	<u>Average Monthly Payment</u>
101A	883	1.672	960.27	80.02
102A	883	1.672	960.27	80.02
103B	838	1.587	911.46	75.95
104B	838	1.587	911.46	75.95
201C	1,285	2.433	1,397.34	116.44
202C	1,285	2.433	1,397.34	116.44
203D	1,171	2.217	1,273.28	106.10
204D	1,171	2.217	1,273.28	106.10
205E	1,103	2.089	1,199.77	99.98
206E	1,103	2.089	1,199.77	99.98
	10,560	19.996	11,484.24	956.98

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F. J. STRAIN
COUNTY CLERK
DENVER, COLORADO

SECOND AMENDMENT TO
THE DECLARATION OF CONDOMINIUM OF
FOUR MILE VILLAGE CONDOMINIUMS

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This Second Amendment to the Declaration of Condominium of Four Mile Village Condominiums made on the date hereinafter set forth by D.D.H. Development, Inc., a Colorado corporation, hereinafter referred to as "Declarant",

WITNESSETH

WHEREAS, Declarant has established a condominium under the Condominium Ownership Act of Colorado for Four Mile Village Condominiums, pursuant to which a Declaration of Condominium of Four Mile Village Condominiums ("the Declaration") has been recorded in the Office of the Clerk and Recorder of the City and County of Denver, State of Colorado, and

WHEREAS, Declarant desires to annex certain property which is set forth in Exhibit A, which is attached and incorporated herein by reference, and

WHEREAS, Declarant desires to annex such property in accordance with Article XVIII of the Declaration and has filed in the Office of the Clerk and Recorder a Supplemental Condominium Map,

NOW, THEREFORE, Declarant hereby declares that the property described in Exhibit A is hereby established as a condominium project together with that property which has been previously declared as such under the Declaration and under the Condominium Act of Colorado. The annexed property shall be held, sold, conveyed subject to the covenants, conditions, restrictions, uses and obligations, all of which are declared and agreed to be for the protection of the value of the property and for the benefit of persons acquiring interest therein, shall be deemed to run with the land, it shall be a benefit and a burden and burden to any person acquiring an interest in said property, their grantees, successors, heirs, legal representatives and assigns.

FURTHER, Declarant hereby amends Article II, Section 1, entitled "Conveyances-Description of Condominium Units", of the Declaration to read as follows:

Section 1. Division in the Fee Simple Estates. The property herein described as well as the property described in the First Amendment to the Declaration of Condominium of Four Mile Village Condominiums and the

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improvements thereon are to be divided into seventy (70) fee simple estates. Each such estate shall consist of a separately designated Unit and an undivided 1/70th interest in and to the General Common Elements and all other rights appurtenant to the Unit by Declarant or the Association may make any necessary reassessments within seven (7) years of the date of the Declaration, to conform with the number of Units actually built pursuant to a plan for annexation.

The seventy (70) fee simple estates, including the Limited Common Elements and the General Common Elements shall be vested in the Declarant and shall remain so vested until conveyed by the Declarant or its successor, by deed to the purchaser of the Units. The Declarant does hereby reserve unto itself and its successors, an easement upon, across, and over and under the Limited Common Elements and General Common Elements for the purpose of constructing all Units and improvements herein.

FURTHER, the Units that are to be constructed upon the property described in Exhibit A, shall be subject to all terms and conditions of the Declaration.

Exhibit B is attached hereto and incorporated herein by reference and replaces Exhibit B of the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Second Amendment to the Declaration of Condominium of Four Mile Village Condominiums this 28 day of February, 1983.

D.D.H. Development, Inc., a
Colorado corporation.

By: Mark I. Dushoff
Mark I. Dushoff, President

ATTEST:

Theresa P. Dushoff
Asst. Secretary

The foregoing instrument was acknowledged before me this 28th day of February, 1983, by Mark I. Dushoff, President, and Theresa P. Dushoff, Asst. Secretary, of D.D.H. Development, Inc.

Robert L. Hall
Notary Public

540 S. Forest St.
Denver, Co. 80222

Commission expires May 12, 1984.

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EXHIBIT A TO
SECOND AMENDMENT TO
THE DECLARATION OF CONDOMINIUMS OF
FOUR MILE VILLAGE CONDOMINIUMS

PHASE V - CONDOMINIUM ASSOCIATION

A PARCEL OF LAND BEING A PART OF LOT 1, BLOCK 1, FOUR MILE VILLAGE SITUATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 330.57 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE NORTH 89°44'46" EAST ALONG SAID EXTENSION A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH FOREST STREET AS DEDICATED BY THE PLAT OF SAID FOUR MILE VILLAGE; THENCE NORTH 2°39'04" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 345.93 FEET TO THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 1019 AT PAGE 367, CITY AND COUNTY OF DENVER RECORDS; THENCE NORTH 90°00'00" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 105.41 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG LAST SAID COURSE NORTH 90°00'00" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 28.59 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 0°00'00" EAST, ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 90°00'00" EAST, ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID TRACT, A DISTANCE OF 176.30 FEET; THENCE SOUTH 0°02'47" EAST, A DISTANCE OF 153.11 FEET; THENCE SOUTH 89°57'13" WEST, A DISTANCE OF 56.25 FEET; THENCE NORTH 0°16'14" WEST, A DISTANCE OF 11.80 FEET; THENCE SOUTH 89°44'46" WEST, A DISTANCE OF 49.37 FEET TO A POINT ON A CURVE, WHENCE THE CENTER OF SAID CURVE BEARS NORTH 46°34'04" WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 46°18'50", A DISTANCE OF 32.33 FEET TO A POINT OF TANGENT; THENCE SOUTH 89°44'46" WEST, ALONG SAID TANGENT, A DISTANCE OF 50.00 FEET; THENCE NORTH 0°16'14" WEST, A DISTANCE OF 104.39 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 29,099 SQUARE FEET OR 0.668 ACRES.

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EXHIBIT A TO
SECOND AMENDMENT TO
THE DECLARATION OF CONDOMINIUMS OF
---- FOUR-MILE VILLAGE CONDOMINIUMS ----

PHASE VI - CONDOMINIUM ASSOCIATION

A PARCEL OF LAND BEING A PART OF LOT 1, BLOCK 1, FOUR MILE VILLAGE SITUATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 339.67 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERN EXTENSION OF THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE NORTH 89°44'46" EAST ALONG SAID EXTENSION A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH FOREST STREET AS DEDICATED BY THE PLAT OF SAID FOUR MILE VILLAGE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

- (1) NORTH 2°39'04" EAST A DISTANCE OF 237.67 FEET TO THE TRUE POINT OF BEGINNING;
- (2) CONTINUING ALONG LAST SAID COURSE NORTH 2°39'04" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 100.26 FEET TO THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN BOOK 7019 AT PAGE 367, CITY AND COUNTY OF DENVER RECORDS;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE NORTH 90°00'00" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 105.41 FEET; THENCE DEPARTING SAID SOUTH LINE, SOUTH 0°15'14" EAST, A DISTANCE OF 107.55 FEET; THENCE SOUTH 89°44'46" WEST, A DISTANCE OF 110.90 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 11,469 SQUARE FEET OR 0.268 ACRES.

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**EXHIBIT B TO
SECOND AMENDMENT TO THE DECLARATION OF
FOUR MILE VILLAGE CONDOMINIUMS**

Phase I

<u>Building 1 Unit Number</u>	<u>Square Footage</u>	<u>Percent Share of Assessments</u>	<u>First Year Budget - \$57,433</u>	<u>Average Monthly Payment</u>
101	883	1.194	685.75	57.14
102	883	1.194	685.75	57.14
103	838	1.133	650.71	54.22
104	838	1.133	650.71	54.22
201	1,285	1.738	998.18	83.18
202	1,285	1.738	998.18	83.18
203	1,171	1.584	909.73	75.81
204	1,171	1.584	909.73	75.81
205	1,103	1.492	856.90	71.40
206	1,103	1.492	856.90	71.40
	10,560	14.282	8,202.54	683.50

<u>Building 2 Unit Number</u>	<u>Square Footage</u>	<u>Percent Share of Assessments</u>	<u>First Year Budget - \$57,433</u>	<u>Average Monthly Payment</u>
101	883	1.194	685.75	57.14
102	883	1.194	685.75	57.14
103	838	1.133	650.71	54.22
104	838	1.133	650.71	54.22
201	1,285	1.738	998.18	83.18
202	1,285	1.738	998.18	83.18
203	1,171	1.584	909.73	75.81
204	1,171	1.584	909.73	75.81
205	1,103	1.492	856.90	71.40
206	1,103	1.492	856.90	71.40
	10,560	14.282	8,202.54	683.50

<u>Building 3 Unit Number</u>	<u>Square Footage</u>	<u>Percent Share of Assessments</u>	<u>First Year Budget - \$57,433</u>	<u>Average Monthly Payment</u>
101	883	1.194	685.75	57.14
102	883	1.194	685.75	57.14
103	838	1.133	650.71	54.22
104	838	1.133	650.71	54.22
201	1,285	1.738	998.18	83.18
202	1,285	1.738	998.18	83.18
203	1,171	1.584	909.73	75.81
204	1,171	1.584	909.73	75.81
205	1,103	1.492	856.90	71.40
206	1,103	1.492	856.90	71.40
	10,560	14.282	8,202.54	683.50

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Building 4 Unit Number	Square Footage	Percent Share of Assessments	First Year Budget - \$57,433	Average Monthly Payment
101	883	1.194	685.75	57.14
102	883	1.194	685.75	57.14
103	838	1.133	650.71	54.22
104	838	1.133	650.71	54.22
201	1,285	1.738	998.18	83.18
202	1,285	1.738	998.18	83.18
203	1,171	1.584	909.73	75.81
204	1,171	1.584	909.73	75.81
205	1,103	1.492	856.90	71.40
206	1,103	1.492	856.90	71.40
	10,560	14.282	8,202.54	683.50

Phase II

Building 5 Unit Number	Square Footage	Percent Share of Assessments	First Year Budget - \$57,433	Average Monthly Payment
101	883	1.194	685.75	57.14
102	883	1.194	685.75	57.14
103	838	1.133	650.71	54.22
104	838	1.133	650.71	54.22
201	1,285	1.738	998.18	83.18
202	1,285	1.738	998.18	83.18
203	1,171	1.584	909.73	75.81
204	1,171	1.584	909.73	75.81
205	1,103	1.492	856.90	71.40
206	1,103	1.492	856.90	71.40
	10,560	14.282	8,202.54	683.50

Phase VI

Building 6 Unit Number	Square Footage	Percent Share of Assessments	First Year Budget - \$57,433	Average Monthly Payment
101	883	1.194	685.75	57.14
102	883	1.194	685.75	57.14
103	838	1.133	650.71	54.22
104	838	1.133	650.71	54.22
201	1,285	1.738	998.18	83.18
202	1,285	1.738	998.18	83.18
203	1,171	1.584	909.73	75.81
204	1,171	1.584	909.73	75.81
205	1,103	1.492	856.90	71.40
206	1,103	1.492	856.90	71.40
	10,560	14.282	8,202.54	683.50

Phase V

<u>Building 7 Unit Number</u>	<u>Square Footage</u>	<u>Percent Share of Assessments</u>	<u>First Year Budget - \$57,433</u>	<u>Average Monthly Payment</u>
101	833	1.194	685.75	57.14
102	803	1.194	685.75	57.14
103	838	1.133	650.71	54.22
104	838	1.133	650.71	54.22
201	1,265	1.738	998.18	83.18
202	1,285	1.738	998.18	83.18
203	1,171	1.584	909.73	75.81
204	1,171	1.584	909.73	75.81
205	1,103	1.492	856.90	71.40
206	1,103	1.492	856.90	71.40
	<u>10,560</u>	<u>14.282</u>	<u>8,202.54</u>	<u>683.50</u>

<u>Total Square Feet</u>	<u>Total Percent Share of Assessments</u>	<u>Total First Year Budget</u>
73,920	99.974	57,418.06

Example: 803 square feet \div 73,920 = 1.194

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Where the Total Percent Share of Assessments equals less than 100% after each percent per Unit has been carried to the nearest thousand percent, then the remainder shall be allocated evenly among all Unit Owners.

For example, the First Year Budget is \$57,433. After allocating percentages per Unit to the nearest thousand percent, the Total Percent Share of Assessments is 99.974%; that percent of \$57,433 = \$57,418.06 resulting in a remainder of \$14.93, which amount is to be divided among all Unit Owners equally.

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F.J. SERAFIN
COUNTY CLERK
DENVER, CO.THIRD AMENDMENT TO
THE DECLARATION OF CONDOMINIUM OF
FOUR MILE VILLAGE CONDOMINIUMS.

This Third Amendment to the Declaration of Condominium of Four Mile Village Condominiums made on the date hereinafter set forth by D.D.H. Development, Inc., a Colorado corporation, hereinafter referred to as "Declarant",

WITNESSETH

WHEREAS, Declarant has established a condominium under the Condominium Ownership Act of Colorado for Four Mile Village Condominiums, pursuant to which a Declaration of Condominium of Four Mile Village Condominiums ("the Declaration") has been recorded in the Office of the Clerk and Recorder of the City and County of Denver, State of Colorado, and

WHEREAS, Declarant desires to annex certain property which is set forth in Exhibit A, which is attached and incorporated herein by reference, and

WHEREAS, Declarant desires to annex such property in accordance with Article XVIII of the Declaration and has filed in the Office of the Clerk and Recorder a Supplemental Condominium Map,

NOW, THEREFORE, Declarant hereby declares that the property described in Exhibit A is hereby established as a condominium project together with that property which has been previously declared as such under the Declaration and under the Condominium Act of Colorado. The annexed property shall be held, sold, conveyed subject to the covenants, conditions, restrictions, uses and obligations, all of which are declared and agreed to be for the protection of the value of the property and for the benefit of persons acquiring interest therein, shall be deemed to run with the land, it shall be a benefit and a burden and burden to any person acquiring an interest in said property, their grantees, successors, heirs, legal representatives and assigns.

FURTHER, Declarant hereby amends Article II, Section 1, entitled "Conveyances-Description of Condominium Units", of the Declaration to read as follows:

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Section 1. Division in the Fee Simple Estates. The property herein described as well as the property described in the First Amendment to the Declaration of Condominium of Four Mile Village Condominiums and the improvements thereon are to be divided into seventy (80) fee simple estates. Each such estate shall consist of a separately designated Unit and an undivided 1/80th interest in and to the General Common Elements and all other rights appurtenant to the Unit by Declarant or the Association may make any necessary reassessments within seven (7) years of the date of the Declaration, to conform with the number of Units actually built pursuant to a plan for annexation.

The eighty (80) fee simple estates, including the Limited Common Elements and the General Common Elements shall be vested in the Declarant and shall remain so vested until conveyed by the Declarant or its successor, by deed to the purchaser of the Units. The Declarant does hereby reserve unto itself and its successors, an easement upon, across, and over and under the Limited Common Elements and General Common Elements for the purpose of constructing all Units and improvements herein.

FURTHER, the Units that are to be constructed upon the property described in Exhibit A, shall be subject to all terms and conditions of the Declaration.

Exhibit B is attached hereto and incorporated herein by reference and replaces Exhibit B of the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Third Amendment to the Declaration of Condominium of Four Mile Village Condominiums this 25th day of March, 1983.

D.D.H. Development, Inc., a
Colorado corporation.

BY: Theresa P. Dushoff

Theresa P. Dushoff, President

ATTEST:

Alvin Hall
Asst. Secretary

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STATE OF COLORADO)
)SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 28th day of March, 1983, by Theresa P. Dushoff, President, and Gloria Hall, Assistant Secretary, of DDH Development, Inc., a Colorado Corporation.

WITNESS my hand and official seal.

My Commission Expires: 9-10-85

Robert L. Williams
Notary Public

1512 S. Lincoln
Address of Notary

Denver, Colo 80207

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EXHIBIT A TO
THIRD AMENDMENT TO THE DECLARATION OF
FOUR MILE VILLAGE CONDOMINIUMS

PHASE VII - CONDOMINIUM ASSOCIATION

A PARCEL OF LAND BEING A PART OF LOT 1, BLOCK 1, AND A PART OF TRACT A, FOUR MILE VILLAGE SITUATED IN THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, THENCE NORTH 0°30'00" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 330.57 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE NORTH 89°44'46" EAST ALONG SAID EXTENSION A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH FOREST STREET AS DEDICATED BY THE PLAT OF SAID FOUR MILE VILLAGE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

- (1) NORTH 2°30'04" EAST A DISTANCE OF 140.94 FEET TO THE TRUE POINT OF BEGINNING;
- (2) CONTINUING ALONG SAID COURSE NORTH 2°30'04" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 96.73 FEET;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE NORTH 89°44'46" EAST, A DISTANCE OF 110.90 FEET; THENCE SOUTH 0°15'14" EAST, A DISTANCE OF 87.37 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET TO A POINT OF TANGENT; THENCE SOUTH 89°44'46" WEST, ALONG SAID TANGENT, A DISTANCE OF 15.82 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 92°54'18", A DISTANCE OF 24.32 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 12,594 SQUARE FEET OR 0.289 ACRES.

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**EXHIBIT B TO
THIRD AMENDMENT TO THE DECLARATION OF
FOUR MILE VILLAGE CONDOMINIUMS**

Phase I

<u>Building 1 Unit Number</u>	<u>Square Footage</u>	<u>Percent Share of Assessments</u>	<u>First Year Budget - \$57,433</u>	<u>Average Monthly Payment</u>
101	883	1.045	600.17	50.01
102	883	1.045	600.17	50.01
103	838	.991	569.16	47.43
104	838	.991	569.16	47.43
201	1,285	1.521	873.55	72.79
202	1,285	1.521	873.55	72.79
203	1,171	1.386	796.02	66.33
204	1,171	1.386	796.02	66.33
205	1,103	1.305	749.50	62.45
206	1,103	1.305	749.50	62.45
	10,560	12.496	7,176.80	598.02

<u>Building 2 Unit Number</u>	<u>Square Footage</u>	<u>Percent Share of Assessments</u>	<u>First Year Budget - \$57,433</u>	<u>Average Monthly Payment</u>
101	883	1.045	600.17	50.01
102	883	1.045	600.17	50.01
103	838	.991	569.16	47.43
104	838	.991	569.16	47.43
201	1,285	1.521	873.55	72.79
202	1,285	1.521	873.55	72.79
203	1,171	1.386	796.02	66.33
204	1,171	1.386	796.02	66.33
205	1,103	1.305	749.50	62.45
206	1,103	1.305	749.50	62.45
	10,560	12.496	7,176.80	598.02

<u>Building 3 Unit Number</u>	<u>Square Footage</u>	<u>Percent Share of Assessments</u>	<u>First Year Budget - \$57,433</u>	<u>Average Monthly Payment</u>
101	883	1.045	600.17	50.01
102	883	1.045	600.17	50.01
103	838	.991	569.16	47.43
104	838	.991	569.16	47.43
201	1,285	1.521	873.55	72.79
202	1,285	1.521	873.55	72.79
203	1,171	1.386	796.02	66.33
204	1,171	1.386	796.02	66.33
205	1,103	1.305	749.50	62.45
206	1,103	1.305	749.50	62.45
	10,560	12.496	7,176.80	598.02

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<u>Building 4</u> <u>Unit Number</u>	<u>Square</u> <u>Footage</u>	<u>Percent Share</u> <u>of Assessments</u>	<u>First Year</u> <u>Budget - \$57,433</u>	<u>Average Monthly</u> <u>Payment</u>
101	883	1.045	600.17	50.01
102	883	1.045	600.17	50.01
103	838	.991	569.16	47.43
104	838	.991	569.16	47.43
201	1,285	1.521	873.55	72.79
202	1,285	1.521	873.55	72.79
203	1,171	1.386	796.02	66.33
204	1,171	1.386	796.02	66.33
205	1,103	1.305	749.50	62.45
206	1,103	1.305	749.50	62.45
	10,560	12.496	7,176.80	598.02

Phase II

<u>Building 5</u> <u>Unit Number</u>	<u>Square</u> <u>Footage</u>	<u>Percent Share</u> <u>of Assessments</u>	<u>First Year</u> <u>Budget - \$57,433</u>	<u>Average Monthly</u> <u>Payment</u>
101	883	1.045	600.17	50.01
102	883	1.045	600.17	50.01
103	838	.991	569.16	47.43
104	838	.991	569.16	47.43
201	1,285	1.521	873.55	72.79
202	1,285	1.521	873.55	72.79
203	1,171	1.386	796.02	66.33
204	1,171	1.386	796.02	66.33
205	1,103	1.305	749.50	62.45
206	1,103	1.305	749.50	62.45
	10,560	12.496	7,176.80	598.02

Phase VI

<u>Building 6</u> <u>Unit Number</u>	<u>Square</u> <u>Footage</u>	<u>Percent Share</u> <u>of Assessments</u>	<u>First Year</u> <u>Budget - \$57,433</u>	<u>Average Monthly</u> <u>Payment</u>
101	883	1.045	600.17	50.01
102	883	1.045	600.17	50.01
103	838	.991	569.16	47.43
104	838	.991	569.16	47.43
201	1,285	1.521	873.55	72.79
202	1,285	1.521	873.55	72.79
203	1,171	1.386	796.02	66.33
204	1,171	1.386	796.02	66.33
205	1,103	1.305	749.50	62.45
206	1,103	1.305	749.50	62.45
	10,560	12.496	7,176.80	598.02

Phase V

<u>Building 7</u> <u>Unit Number</u>	<u>Square</u> <u>Footage</u>	<u>Percent Share</u> <u>of Assessments</u>	<u>First Year</u> <u>Budget - \$57,433</u>	<u>Average Monthly</u> <u>Payment</u>
101	883	1.045	600.17	50.01
102	883	1.045	600.17	50.01
103	838	.991	569.16	47.43
104	838	.991	569.16	47.43
201	1,285	1.521	873.55	72.79
202	1,285	1.521	873.55	72.79
203	1,171	1.386	796.02	66.33
204	1,171	1.386	796.02	66.33
205	1,103	1.305	749.50	62.45
206	1,103	1.305	749.50	62.45
	10,560	12.496	7,176.80	598.02

Phase VII

<u>Building 8</u> <u>Unit Number</u>	<u>Square</u> <u>Footage</u>	<u>Percent Share</u> <u>of Assessments</u>	<u>First Year</u> <u>Budget - \$57,433</u>	<u>Average Monthly</u> <u>Payment</u>
101	883	1.045	600.17	50.01
102	883	1.045	600.17	50.01
103	838	.991	569.16	47.43
104	838	.991	569.16	47.43
201	1,285	1.521	873.55	72.79
202	1,285	1.521	873.55	72.79
203	1,171	1.386	796.02	66.33
204	1,171	1.386	796.02	66.33
205	1,103	1.305	749.50	62.45
206	1,103	1.305	749.50	62.45
	10,560	12.496	7,176.80	598.02

<u>Total</u> <u>Square Feet</u>	<u>Total</u> <u>Percent Share</u> <u>of Assessments</u>	<u>Total First</u> <u>Year Budget</u>
84,480	99.968	57,414.62

Example: 883 square feet ÷ 84,480 = 1.045

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Where the Total Percent Share of Assessments equals less than 100% after each percent per Unit has been carried to the nearest thousand percent, then the remainder shall be allocated evenly among all Unit Owners.

For example, the First Year Budget is \$57,433. After allocating percentages per Unit to the nearest thousand percent, the Total Percent Share of Assessments is 99.968; that percent of \$57,433 = \$57,414.62 resulting in a remainder of \$18.38, which amount is to be divided among all Unit Owners equally.

EXHIBIT A TO
FOURTH AMENDMENT TO THE DECLARATION OF
FOUR MILE VILLAGE CONDOMINIUMS

PHASE IV - CONDOMINIUM ASSOCIATION

A PARCEL OF LAND BEING A PART OF LOT 1, BLOCK 1, AND A PART OF TRACT A, FOUR MILE VILLAGE SITUATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 130.57 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE NORTH 89°44'46" EAST ALONG SAID EXTENSION A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH FOREST STREET AS DEDICATED BY THE PLAT OF SAID FOUR MILE VILLAGE; THENCE NORTH 2°39'04" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 345.93 FEET TO THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN BOOK 1019 AT PAGE 367, CITY AND COUNTY OF DENVER RECORDS; THENCE NORTH 90°00'00" EAST, ALONG SAID SOUTH LINE A DISTANCE OF 105.41 FEET; THENCE SOUTH 0°15'14" EAST A DISTANCE OF 107.65 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°44'46" EAST A DISTANCE OF 50.00 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 46°18'50" A DISTANCE OF 32.33 FEET; THENCE NORTH 89°44'46" EAST A DISTANCE OF 69.37 FEET; THENCE SOUTH 0°15'14" EAST A DISTANCE OF 11.80 FEET; THENCE NORTH 89°57'13" EAST A DISTANCE OF 89.25 FEET; THENCE NORTH 77°18'42" EAST A DISTANCE OF 3.74 FEET; THENCE SOUTH 0°19'00" EAST A DISTANCE OF 100.69 FEET; THENCE SOUTH 89°44'46" WEST A DISTANCE OF 162.24 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 103.71 FEET AND A CENTRAL ANGLE OF 15°00'00" A DISTANCE OF 27.15 FEET TO A POINT OF TANGENT; THENCE SOUTH 74°44'46" WEST, ALONG SAID TANGENT, A DISTANCE OF 35.00 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 15°00'00" A DISTANCE OF 26.18 FEET TO A POINT OF TANGENT; THENCE SOUTH 89°44'46" WEST, ALONG SAID TANGENT, A DISTANCE OF 17.55 FEET TO A POINT ON A CURVE, WHENCE THE CENTER OF SAID CURVE BEARS NORTH 0°15'14" WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 39.27 FEET TO A POINT OF TANGENT; THENCE NORTH 0°15'14" WEST, ALONG SAID TANGENT, A DISTANCE OF 90.63 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 25,749 SQUARE FEET OR 0.591 ACRE.

EXHIBIT B TO
FOURTH AMENDMENT TO THE DECLARATION OF
FOUR MILE VILLAGE CONDOMINIUMS

Phase I

<u>Building 1</u> <u>Unit Number</u>	<u>Square</u> <u>Footage</u>	<u>Percent Share</u> <u>of Assessments</u>	<u>First Year</u> <u>Budget - \$57,433</u>	<u>Average Monthly</u> <u>Payment</u>
101	883	.929	533.55	44.46
102	883	.929	533.55	44.46
103	838	.881	505.98	42.16
104	838	.881	505.98	42.16
201	1,285	1.352	776.49	64.70
202	1,285	1.352	776.49	64.70
203	1,171	1.232	707.57	58.96
204	1,171	1.232	707.57	58.96
205	1,103	1.160	666.22	55.51
206	1,103	1.160	666.22	55.51
	<u>10,560</u>	<u>11.108</u>	<u>6,379.62</u>	<u>531.56</u>

<u>Building 2</u> <u>Unit Number</u>	<u>Square</u> <u>Footage</u>	<u>Percent Share</u> <u>of Assessments</u>	<u>First Year</u> <u>Budget - \$57,433</u>	<u>Average Monthly</u> <u>Payment</u>
101	883	.929	533.55	44.46
102	883	.929	533.55	44.46
103	838	.881	505.98	42.16
104	838	.881	505.98	42.16
201	1,285	1.352	776.49	64.70
202	1,285	1.352	776.49	64.70
203	1,171	1.232	707.57	58.96
204	1,171	1.232	707.57	58.96
205	1,103	1.160	666.22	55.51
206	1,103	1.160	666.22	55.51
	<u>10,560</u>	<u>11.108</u>	<u>6,379.62</u>	<u>531.56</u>

<u>Building 3</u> <u>Unit Number</u>	<u>Square</u> <u>Footage</u>	<u>Percent Share</u> <u>of Assessments</u>	<u>First Year</u> <u>Budget - \$57,433</u>	<u>Average Monthly</u> <u>Payment</u>
101	883	.929	533.55	44.46
102	883	.929	533.55	44.46
103	838	.881	505.98	42.16
104	838	.881	505.98	42.16
201	1,285	1.352	776.49	64.70
202	1,285	1.352	776.49	64.70
203	1,171	1.232	707.57	58.96
204	1,171	1.232	707.57	58.96
205	1,103	1.160	666.22	55.51
206	1,103	1.160	666.22	55.51
	<u>10,560</u>	<u>11.108</u>	<u>6,379.62</u>	<u>531.56</u>

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<u>Building 4</u> <u>Unit Number</u>	<u>Square</u> <u>Footage</u>	<u>Percent Share</u> <u>of Assessments</u>	<u>First Year</u> <u>Budget - \$57,433</u>	<u>Average Monthly</u> <u>Payment</u>
101	883	.929	533.55	44.46
102	883	.929	533.55	44.46
103	838	.881	505.98	42.16
104	838	.881	505.98	42.16
201	1,285	1.352	776.49	64.70
202	1,285	1.352	776.49	64.70
203	1,171	1.232	707.57	58.96
204	1,171	1.232	707.57	58.96
205	1,103	1.160	666.22	55.51
206	1,103	1.160	666.22	55.51
	<u>10,560</u>	<u>11.108</u>	<u>6,379.62</u>	<u>531.53</u>

Phase II

<u>Building 5</u> <u>Unit Number</u>	<u>Square</u> <u>Footage</u>	<u>Percent Share</u> <u>of Assessments</u>	<u>First Year</u> <u>Budget - \$57,433</u>	<u>Average Monthly</u> <u>Payment</u>
101	883	.929	533.55	44.46
102	883	.929	533.55	44.46
103	838	.881	505.98	42.16
104	838	.881	505.98	42.16
201	1,285	1.352	776.49	64.70
202	1,285	1.352	776.49	64.70
203	1,171	1.232	707.57	58.96
204	1,171	1.232	707.57	58.96
205	1,103	1.160	666.22	55.51
206	1,103	1.160	666.22	55.51
	<u>10,560</u>	<u>11.108</u>	<u>6,379.62</u>	<u>531.53</u>

Phase VI

<u>Building 6</u> <u>Unit Number</u>	<u>Square</u> <u>Footage</u>	<u>Percent Share</u> <u>of Assessments</u>	<u>First Year</u> <u>Budget - \$57,433</u>	<u>Average Monthly</u> <u>Payment</u>
101	883	.929	533.55	44.46
102	883	.929	533.55	44.46
103	838	.881	505.98	42.16
104	838	.881	505.98	42.16
201	1,285	1.352	776.49	64.70
202	1,285	1.352	776.49	64.70
203	1,171	1.232	707.57	58.96
204	1,171	1.232	707.57	58.96
205	1,103	1.160	666.22	55.51
206	1,103	1.160	666.22	55.51
	<u>10,560</u>	<u>11.108</u>	<u>6,379.62</u>	<u>531.53</u>

Phase V

Building 7 Unit Number	Square Footage	Percent Share of Assessments	First Year Budget - \$57,433	Average Monthly Payment
101	883	.929	533.55	44.46
102	883	.929	533.55	44.46
103	838	.881	505.98	42.16
104	838	.881	505.98	42.16
201	1,285	1.352	776.49	64.70
202	1,225	1.352	776.49	64.70
203	1,171	1.232	707.57	58.96
204	1,171	1.232	707.57	58.96
205	1,103	1.160	666.22	55.51
206	1,103	1.160	666.22	55.51
	10,560	11.108	6,379.62	531.53

Phase VII

Building 8 Unit Number	Square Footage	Percent Share of Assessments	First Year Budget - \$57,433	Average Monthly Payment
101	883	.929	533.55	44.46
102	883	.929	533.55	44.46
103	838	.881	505.98	42.16
104	838	.881	505.98	42.16
201	1,285	1.352	776.49	64.70
202	1,225	1.352	776.49	64.70
203	1,171	1.232	707.57	58.96
204	1,171	1.232	707.57	58.96
205	1,103	1.160	666.22	55.51
206	1,103	1.160	666.22	55.51
	10,560	11.108	6,379.62	531.53

Phase IV

Building 9 Unit Number	Square Footage	Percent Share of Assessments	First Year Budget - \$57,433	Average Monthly Payment
101	883	.929	533.55	44.46
102	883	.929	533.55	44.46
103	838	.881	505.98	42.16
104	838	.881	505.98	42.16
201	1,285	1.352	776.49	64.70
202	1,225	1.352	776.49	64.70
203	1,171	1.232	707.57	58.96
204	1,171	1.232	707.57	58.96
205	1,103	1.160	666.22	55.51
206	1,103	1.160	666.22	55.51
	10,560	11.108	6,379.62	531.53

<u>Total</u> <u>Square Feet</u>	<u>Total</u> <u>Percent Share</u> <u>of Assessments</u>	<u>Total First</u> <u>Year Budget</u>
95,040	99.972	\$7,416.91

Example: $883 \text{ square feet} \div 95,040 = .929$

1 Where the Total Percent Share of Assessments equals less than 100% after each percent per Unit has been carried to the nearest thousand percent, then the remainder shall be allocated evenly among all Unit Owners.

For example, the First Year Budget is \$57,433. After allocating percentages per Unit to the nearest thousand percent, the Total Percent Share of Assessments is 99.968%; that percent of \$57,433 = \$57,416.91 resulting in a remainder of \$16.09, which amount is to be divided among all Unit Owners equally.

83-015-01500

F.S. SCHAFFNER 2834 156
COUNTY CLERK
DENVER COUNTY

FIFTH AMENDMENT TO MISC 1 24.00
THE DECLARATION OF CONDOMINIUM OF
FOUR MILE VILLAGE CONDOMINIUMS

This Fifth Amendment to the Declaration of Condominium of Four Mile Village Condominiums made on the date hereinafter set forth by D.D.S. Development, Inc., a Colorado corporation, hereinafter referred to as "Declarant",

WITNESSETH

WHEREAS, Declarant has established a condominium under the Condominium Ownership Act of Colorado for Four Mile Village Condominiums, pursuant to which a Declaration of Condominium of Four Mile Village Condominiums ("the Declaration") has been recorded in the Office of the Clerk and Recorder of the City and County of Denver, State of Colorado, and

WHEREAS, Declarant desires to annex certain property which is set forth in Exhibit A, which is attached and incorporated herein by reference, and

WHEREAS, Declarant desires to annex such property in accordance with Article XVIII of the Declaration and has filed in the Office of the Clerk and Recorder a Supplemental Condominium Map,

NOW, THEREFORE, Declarant hereby declares that the property described in Exhibit A is hereby established as a condominium project together with that property which has been previously declared as such under the Declaration and under the Condominium Act of Colorado. The annexed property shall be held, sold, conveyed, subject to the covenants, conditions, restrictions, uses and obligations, all of which are declared and agreed to, be for the protection of the value of the property and for the benefit of persons acquiring interest therein; shall be deemed to run with the land, it shall be a benefit and a burden and burden to any person acquiring an interest in said property, their grantees, successors, heirs, legal representatives and assigns.

FURTHER, Declarant hereby amends Article II, Section 1, entitled "Conveyances-Description of Condominium Units", of the Declaration to read as follows:

2834 156

Section 1. Division in the Fee Simple Estates. The property herein described as well as the property described in the First Amendment, Second Amendment, Third Amendment and Fourth Amendment to the Declaration of Condominium of Four Mile Village Condominiums and the improvements thereon are to be divided into one hundred (100) fee simple estates. Each such estate shall consist of a separately designated Unit and an undivided 1/100th interest in and to the General Common Elements and all other rights appurtenant to the Unit by Declarant or the Association may make any necessary reassessments within seven (7) years of the date of the Declaration, to conform with the number of Units actually built pursuant to a plan for annexation.

The one hundred (100) fee simple estates, including the Limited Common Elements and the General Common Elements shall be vested in the Declarant, and shall remain so vested until conveyed by the Declarant or its successor, by deed to the purchaser of the Units. The Declarant does hereby reserve unto itself and its successors, an easement upon, across, and over and under the Limited Common Elements and General Common Elements for the purpose of constructing all Units and improvements herein.

FURTHER, the Units that are to be constructed upon the property described in Exhibit A, shall be subject to all terms and conditions of the Declaration.

Exhibit B is attached hereto and incorporated herein by reference and replaces Exhibit B of the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Fifth Amendment to the Declaration of Condominium of Four Mile Village Condominiums this 5th day of April, 1983.

D.D.H. Development, Inc., a
Colorado corporation.

By: Mark L. Dushoff
Mark L. Dushoff, President

ATTEST:

Mark L. Dushoff
Asst. Secretary

-2-

2034 157

EXHIBIT A TO
FIFTH AMENDMENT TO THE DECLARATION OF
FOUR MILE VILLAGE CONDOMINIUMS

PHASE III - CONDOMINIUM ASSOCIATION

A PARCEL OF LAND BEING A PART OF LOT 1, BLOCK 1, AND A PART OF TRACT A, FOUR MILE VILLAGE, SITUATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 330.57 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE NORTH 89°44'46" EAST ALONG SAID EXTENSION A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH FOREST STREET AS DEDICATED BY THE PLAT OF SAID FOUR MILE VILLAGE; THENCE NORTH 2°39'04" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 140.94 FEET TO A POINT ON A CURVE, WHENCE THE CENTER OF SAID CURVE BEARS SOUTH 87°20'54" EAST; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 92°54'18" A DISTANCE OF 24.32 FEET TO A POINT OF TANGENT; THENCE NORTH 89°44'46" EAST, ALONG SAID TANGENT, A DISTANCE OF 93.37 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET, AND A CENTRAL ANGLE OF 15°00'00" A DISTANCE OF 26.18 FEET TO A POINT OF TANGENT; THENCE NORTH 74°44'46" EAST, ALONG SAID TANGENT A DISTANCE OF 35.00 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 103.71 FEET AND A CENTRAL ANGLE OF 15°00'00" A DISTANCE OF 27.15 FEET TO A POINT OF TANGENT; THENCE NORTH 89°44'46" EAST, ALONG SAID TANGENT, A DISTANCE OF 162.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG LAST SAID COURSE NORTH 89°44'46" EAST A DISTANCE OF 97.98 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 89°47'33" A DISTANCE OF 47.02 FEET TO A POINT OF COMPOUND CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 7.85 FEET TO A POINT OF TANGENT; THENCE SOUTH 89°57'13" WEST, ALONG SAID TANGENT, A DISTANCE OF 15.00 FEET; THENCE DEPARTING SAID TANGENT NORTH 0°02'47" WEST A DISTANCE OF 70.12 FEET; THENCE SOUTH 89°57'13" WEST A DISTANCE OF 87.00 FEET; THENCE SOUTH 77°18'42" WEST A DISTANCE OF 21.88 FEET; THENCE SOUTH 0°19'00" EAST A DISTANCE OF 100.69 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 11,833 SQUARE FEET OR 0.272 ACRE.

2834 159

Section 1. Division in the Fee Simple Estates. The property herein described as well as the property described in the First Amendment, Second Amendment, Third Amendment and Fourth Amendment to the Declaration of Condominium of Four Mile Village Condominiums and the improvements thereon are to be divided into one hundred (100) fee simple estates. Each such estate shall consist of a separately designated Unit and an undivided 1/100th interest in and to the General Common Elements and all other rights appurtenant to the Unit by Declarant or the Association may make any necessary reassessments within seven (7) years of the date of the Declaration, to conform with the number of Units actually built pursuant to a plan for annexation.

The one hundred (100) fee simple estates, including the Limited Common Elements and the General Common Elements shall be vested in the Declarant and shall remain so vested until conveyed by the Declarant or its successor, by deed to the purchaser of the Units. The Declarant does hereby reserve unto itself and its successors, an easement upon, across, and over and under the Limited Common Elements and General Common Elements for the purpose of constructing all Units and improvements herein.

FURTHER, the Units that are to be constructed upon the property described in Exhibit A, shall be subject to all terms and conditions of the Declaration.

Exhibit B is attached hereto and incorporated herein by reference and replaces Exhibit B of the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Fifth Amendment to the Declaration of Condominium of Four Mile Village Condominiums this 25th day of April, 1983.

D.D.M. Development, Inc., a
Colorado corporation.

By: Hack H. Dushoff, President
Theresa P.



ATTEST:


Maud L. Gentry
Asst. Secretary

State of Colorado)

) SS

County of Denver)

The foregoing instrument was acknowledged before me this 15th day of April, 1983, by Theresa P. Dushoff, President, and Mark I. Dushoff, Asst. Secretary, of DMK Development, Inc., a Colorado corporation.

 *Alvin L. Huse*
Notary Public, 340 S. Forest St.
Denver, Co. 80222

My commission expires May 12, 1984.

201 153

**EXHIBIT B TO
FIFTH AGREEMENT TO THE DECLARATION OF
FOUR MILE VILLAGE CONDOMINIUMS**

Table I

<u>Building 1 Unit Number</u>	<u>Square Footage</u>	<u>Percent Share of Assessments</u>	<u>First Year Budget - \$57,433</u>	<u>Average Monthly Payment</u>
101	883	.836	480.13	40.01
102	883	.836	480.13	40.01
103	838	.793	455.44	37.95
104	838	.793	455.44	37.95
201	1,285	1.216	698.38	58.19
202	1,285	1.216	698.38	58.19
203	1,171	1.108	636.35	53.02
204	1,171	1.108	636.35	53.02
205	1,103	1.044	599.60	49.96
206	1,103	1.044	599.60	49.96
	<u>10,560</u>	<u>9.994</u>	<u>5,739.60</u>	<u>478.26</u>

<u>Building 2 Unit Number</u>	<u>Square Footage</u>	<u>Percent Share of Assessments</u>	<u>First Year Budget - \$57,433</u>	<u>Average Monthly Payment</u>
101	883	.836	480.13	40.01
102	883	.836	480.13	40.01
103	838	.793	455.44	37.95
104	838	.793	455.44	37.95
201	1,285	1.216	698.38	58.19
202	1,285	1.216	698.38	58.19
203	1,171	1.108	636.35	53.02
204	1,171	1.108	636.35	53.02
205	1,103	1.044	599.60	49.96
206	1,103	1.044	599.60	49.96
	<u>10,560</u>	<u>9.994</u>	<u>5,739.60</u>	<u>478.26</u>

<u>Building 3 Unit Number</u>	<u>Square Footage</u>	<u>Percent Share of Assessments</u>	<u>First Year Budget - \$57,433</u>	<u>Average Monthly Payment</u>
101	883	.836	480.13	40.01
102	883	.836	480.13	40.01
103	838	.793	455.44	37.95
104	838	.793	455.44	37.95
201	1,285	1.216	698.38	58.19
202	1,285	1.216	698.38	58.19
203	1,171	1.108	636.35	53.02
204	1,171	1.108	636.35	53.02
205	1,103	1.044	599.60	49.96
206	1,103	1.044	599.60	49.96
	<u>10,560</u>	<u>9.994</u>	<u>5,739.60</u>	<u>478.26</u>

2014 100

<u>Building 4</u> <u>Unit Number</u>	<u>Square</u> <u>Footage</u>	<u>Percent Share</u> <u>of Assessments</u>	<u>First Year</u> <u>Budget - \$57,433</u>	<u>Average Monthly</u> <u>Payment</u>
101	883	.836	480.13	40.01
102	883	.836	480.13	40.01
103	838	.793	455.44	37.95
104	838	.793	455.44	37.95
201	1,285	1.216	698.38	58.19
202	1,285	1.216	698.38	58.19
203	1,171	1.108	636.35	53.02
204	1,171	1.108	636.35	53.02
205	1,103	1.044	599.60	49.96
206	1,103	1.044	599.60	49.96
	<u>10,560</u>	<u>9.994</u>	<u>5,739.80</u>	<u>478.26</u>

Phase II

<u>Building 5</u> <u>Unit Number</u>	<u>Square</u> <u>Footage</u>	<u>Percent Share</u> <u>of Assessments</u>	<u>First Year</u> <u>Budget - \$57,433</u>	<u>Average Monthly</u> <u>Payment</u>
101	883	.836	480.13	40.01
102	883	.836	480.13	40.01
103	838	.793	455.44	37.95
104	838	.793	455.44	37.95
201	1,285	1.216	698.38	58.19
202	1,285	1.216	698.38	58.19
203	1,171	1.108	636.35	53.02
204	1,171	1.108	636.35	53.02
205	1,103	1.044	599.60	49.96
206	1,103	1.044	599.60	49.96
	<u>10,560</u>	<u>9.994</u>	<u>5,739.80</u>	<u>478.26</u>

Phase VI

<u>Building 6</u> <u>Unit Number</u>	<u>Square</u> <u>Footage</u>	<u>Percent Share</u> <u>of Assessments</u>	<u>First Year</u> <u>Budget - \$57,433</u>	<u>Average Monthly</u> <u>Payment</u>
101	883	.836	480.13	40.01
102	883	.836	480.13	40.01
103	838	.793	455.44	37.95
104	838	.793	455.44	37.95
201	1,285	1.216	698.38	58.19
202	1,285	1.216	698.38	58.19
203	1,171	1.108	636.35	53.02
204	1,171	1.108	636.35	53.02
205	1,103	1.044	599.60	49.96
206	1,103	1.044	599.60	49.96
	<u>10,560</u>	<u>9.994</u>	<u>5,739.80</u>	<u>478.26</u>

2004 161

Phase V

<u>Building 7</u> <u>Unit Number</u>	<u>Square</u> <u>Footage</u>	<u>Percent Share</u> <u>of Assessments</u>	<u>First Year</u> <u>Budget - \$57,433</u>	<u>Average Monthly</u> <u>Payment</u>
101	883	.836	480.13	40.01
102	883	.836	480.13	40.01
103	838	.793	455.44	37.95
104	838	.793	455.44	37.95
201	1,285	1.216	698.38	58.19
202	1,285	1.216	698.38	58.19
203	1,171	1.108	636.35	53.02
204	1,171	1.108	636.35	53.02
205	1,103	1.044	599.60	49.96
206	1,103	1.044	599.60	49.96
	10,560	9.954	5,739.80	478.26

Phase VII

<u>Building 8</u> <u>Unit Number</u>	<u>Square</u> <u>Footage</u>	<u>Percent Share</u> <u>of Assessments</u>	<u>First Year</u> <u>Budget - \$57,433</u>	<u>Average Monthly</u> <u>Payment</u>
101	883	.836	480.13	40.01
102	883	.836	480.13	40.01
103	838	.793	455.44	37.95
104	838	.793	455.44	37.95
201	1,285	1.216	698.38	58.19
202	1,285	1.216	698.38	58.19
203	1,171	1.108	636.35	53.02
204	1,171	1.108	636.35	53.02
205	1,103	1.044	599.60	49.96
206	1,103	1.044	599.60	49.96
	10,560	9.954	5,739.80	478.26

Phase IV

<u>Building 9</u> <u>Unit Number</u>	<u>Square</u> <u>Footage</u>	<u>Percent Share</u> <u>of Assessments</u>	<u>First Year</u> <u>Budget - \$57,433</u>	<u>Average Monthly</u> <u>Payment</u>
101	883	.836	480.13	40.01
102	883	.836	480.13	40.01
103	838	.793	455.44	37.95
104	838	.793	455.44	37.95
201	1,285	1.216	698.38	58.19
202	1,285	1.216	698.38	58.19
203	1,171	1.108	636.35	53.02
204	1,171	1.108	636.35	53.02
205	1,103	1.044	599.60	49.96
206	1,103	1.044	599.60	49.96
	10,560	9.954	5,739.80	478.26

Phase III

<u>Building 10</u> <u>Unit Number</u>	<u>Square</u> <u>Footage</u>	<u>Percent Share</u> <u>of Assessments</u>	<u>First Year</u> <u>Budget - \$57,433</u>	<u>Average Monthly</u> <u>Payment</u>
101	883	.836	480.13	40.01
102	883	.836	480.13	40.01
103	538	.793	455.44	37.95
104	808	.793	455.44	37.95
201	1,285	1.216	698.38	58.19
202	1,285	1.216	698.38	58.19
203	1,171	1.108	636.35	53.02
204	1,171	1.108	636.35	53.02
205	1,103	1.044	599.60	49.96
206	1,103	1.044	599.60	49.96
	<u>10,500</u>	<u>9.994</u>	<u>5,739.83</u>	<u>478.28</u>

<u>Total</u> <u>Square Feet</u>	<u>Total</u> <u>Percent Share</u> <u>of Assessments</u>	<u>Total First</u> <u>Year Budget</u>
105,600	99.940	57,398.54

Example: 883 square feet ÷ 105,600 = .836

1

Where the Total Percent Share of Assessments equals less than 100% after each percent per Unit has been carried to the nearest thousand percent, then the remainder shall be allocated evenly among all Unit Owners.

For example, the First Year Budget is \$57,433. After allocating percentages per Unit to the nearest thousand percent, the Total Percent Share of Assessments is 99.940%; that percent of \$57,433 = \$57,398.54 resulting in a remainder of \$34.46, which amount is to be divided among all Unit Owners equally.

2834 163

008108

2016 31

2816 31

FOURTH AMENDMENT TO
THE DECLARATION OF CONDOMINIUM OF
FOUR MILE VILLAGE CONDOMINIUMS

This Fourth Amendment to the Declaration of Condominium of Four Mile Village Condominiums made on the date hereinafter set forth by D.D.R. Development, Inc., a Colorado corporation, hereinafter referred to as "Declarant",

WITNESSETH

WHEREAS, Declarant has established a condominium under the Condominium Ownership Act of Colorado for Four Mile Village Condominiums, pursuant to which a Declaration of Condominium of Four Mile Village Condominiums ("the Declaration") has been recorded in the Office of the Clerk and Recorder of the City and County of Denver, State of Colorado, and:

WHEREAS, Declarant desires to annex certain property which is set forth in Exhibit A, which is attached and incorporated herein by reference, and

WHEREAS, Declarant desires to annex such property in accordance with Article XVIII of the Declaration and has filed in the Office of the Clerk and Recorder a Supplemental Condominium Map,

NOW, THEREFORE, Declarant hereby declares that the property described in Exhibit A is hereby established as a condominium project together with that property which has been previously declared as such under the Declaration and under the Condominium Act of Colorado. The annexed property shall be held, sold, conveyed subject to the covenants, conditions, restrictions, uses and obligations, all of which are declared and agreed to be for the protection of the value of the property and for the benefit of persons acquiring interest therein, shall be deemed to run with the land, it shall be a benefit and a burden and burden to any person acquiring an interest in said property, their grantees, successors, heirs, legal representatives and assigns.

FURTHER, Declarant hereby amends Article II, Section 1, entitled "Conveyances-Description of Condominium Units", of the Declaration to read as follows:

2816 31

Section 1. Division in the Fee Simple Estates. The property herein described as well as the property described in the First Amendment, Second Amendment and Third Amendment to the Declaration of Condominium of Four Mile Village Condominiums and the improvements thereon are to be divided into ninety (90) fee simple estates. Each such estate shall consist of a separately designated Unit and an undivided 1/90th interest in and to the General Common Elements and all other rights appurtenant to the Unit by Declarant or the Association may make any necessary reassessment within seven (7) years of the date of the Declaration, to conform with the number of Units actually built pursuant to a plan for annexation.

The ninety (90) fee simple estates, including the Limited Common Elements and the General Common Elements shall be vested in the Declarant and shall remain reserved until conveyed by the Declarant or its successor, by deed to the purchaser of the Units. The Declarant does hereby reserve unto itself and its successors, an easement upon, across, and over and under the Limited Common Elements and General Common Elements for the purpose of constructing all Units and improvements herein.

FURTHER, the Units that are to be constructed upon the property described in Exhibit A, shall be subject to all terms and conditions of the Declaration.

Exhibit A is attached hereto and incorporated herein by reference and replaces Exhibit B of the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Fourth Amendment to the Declaration of Condominium of Four Mile Village Condominiums this 11 day of April, 1983.

D.D.H. Development, Inc., a
Colorado corporation.

By: Mark I. Dushoff
Mark I. Dushoff, President

ATTEST:

Mark I. Dushoff
Asst. Secretary

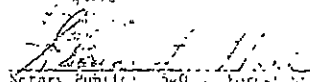
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State of Colorado)
)SS
County of Denver)

The foregoing instrument was acknowledged before me this 15th day of April, 1983, by Theresa P. Dushoff, President, and Mark I. Dushoff, Asst. Secretary, of DDH Development, Inc., a Colorado corporation.


Notary Public: 3-01 J. Forest W.
DENVER, CO. 80202

My commission expires May 12, 1984.

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DECLARATION OF CONDOMINIUM
OF
FOUR MILE VILLAGE CONDOMINIUMS

THIS DECLARATION made on the date hereinafter set forth
by D.D.H. Development, Inc., a Colorado corporation, herein-
after referred to as "Declarant",

W I T N E S S E T H

WHEREAS, Declarant is the owner of the following
property, situate in the County of Arapahoe, and State of
Colorado, described as:

that which is set forth in Exhibit A, which is
attached and incorporated herein by reference.

WHEREAS, Declarant will construct condominium units,
together with other improvements thereon, and

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

WHEREAS, Declarant will convey interests in said
property subject to the protective covenants, conditions,
restrictions, reservations, liens and charges as hereinafter
set forth,

NOW, THEREFORE, Declarant hereby declares that the
property described above is hereby established as a condo-
minium project under the Condominium Ownership Act of Colo-
rado, and that it shall be held, sold, and conveyed subject
to the following covenants, conditions, restrictions, uses
and obligations, all of which are declared and agreed to be
for the protection of the value of the property and for the
benefit of persons acquiring interests therein, shall be
deemed to run with the land, and shall be a benefit and a
burden to any person acquiring an interest in said property,
their grantees, successors, heirs, legal representatives and
assigns.

ARTICLE I

DEFINITIONS OF WORDS USED IN THIS DECLARATION

1. "Association" shall mean the Four Mile Village Condominium Association, a Colorado non-profit corporation, its successors and assigns.
2. "Board" shall mean the Board of Directors of the Association.
3. "Building" shall mean structure housing one or more Units as shown on the Condominium Map.
4. "Condominium Map" shall mean the map filed for record by Declarant with the Clerk and Recorder of the City and County of Denver, Colorado, depicting the Condominium Units as hereinafter described, and any amendments or supplements thereto.
- ✓ 5. "Condominium Unit" shall mean an individual air space unit which is contained within the walls, basement or base floor, roof, windows and doors of such unit in the building as shown on the Condominium Map, including all fixtures and improvements contained therein, together with the interest in the General Common Elements appurtenant to such air space unit.
6. "Declarant" shall mean D.D.H. Development, Inc., a Colorado corporation, its successors and assigns.
7. "Declaration" shall mean this document of Declaration of Condominium of Four Mile Village Condominiums as may be amended from time to time.
8. "Deed of Trust" shall mean a first deed of trust, a first mortgage or any similar voluntary encumbrance of first priority.
9. "General Common Elements" shall mean the property herein described and as herein defined, together with all facilities and improvements placed thereon, and all interests which the Association may acquire in adjacent land, any easements granted to the Association and Owners, and, in general, all apparatus and installations existing for common use, and all other parts of the Properties necessary or convenient to its existence, maintenance and safety or normally in common use, but not including Units herein described.
10. "Limited Common Elements" shall mean those General Common Elements designated in the Declaration or on the Condominium Map as reserved for use by fewer than all of the Owners.

11. "Manager" shall mean any duly authorized property manager employed or appointed by the Association to implement the duties and responsibilities incumbent upon the Association.

12. "Member" shall mean every person or entity holding membership in the Association.

13. "Owner" shall mean the fee simple title owner of record, whether one or more persons or entities, of any Condominium Unit, including sellers but excluding those having an interest only under an encumbrance.

14. "Private Street" shall mean that part of the General Common Elements or to which the General Common Elements are adjacent, which is paved road provided for automobile traffic as shown on the recorded Plat thereof and not dedicated to a public governmental entity as a public street, or designated as a Limited Common Element.

15. "Properties" shall mean that certain real property hereinabove described, and such additional property as hereinafter may be brought within the terms of and made subject to this Declaration, all of which constitute the project known as Four Mile Village Condominiums.

16. "Rules" shall mean the rules and regulations adopted by the Association as amended from time to time.

17. "Unit" shall mean the separate estate in an individual air space unit excluding the interest in the General Common Elements appurtenant to such air space unit.

ARTICLE II

CONVEYANCES - DESCRIPTION OF CONDOMINIUM UNITS

Section 1. DIVISION INTO FEE SIMPLE ESTATES. The property herein described and the improvements thereon are to be divided into forty (40) fee simple estates. Each such estate shall consist of the separately designated Unit and an undivided one one-fortieth (1/40th) interest in and to the General Common Elements and all other rights appurtenant to the Unit. The Declarant or the Association may make any necessary reassessments within seven (7) years from the date hereof, to conform with the number of Units actually built pursuant to a plan for annexation.

The forty (40) fee simple estates, including the Limited Common Elements and General Common Elements shall be vested in the Declarant and shall remain so vested until conveyed by Declarant or its successor, by deed to the purchaser of the Units. The Declarant does hereby reserve unto itself and its successors, an easement upon, across,

over and under the Limited Common Elements and General Common Elements for the purpose of constructing all Units and improvements herein.

Section 2. CONDOMINIUM MAP. Declarant shall file a Condominium Map of record. The Condominium Map shall depict at least the following: the legal description of the land and a survey thereof; the buildings and the location of the Units within the buildings, both horizontally and vertically; the perimeter boundary of each Unit and the location therein of any structural components or supporting elements of the buildings; the thickness of the common wall(s) between Units and the Unit numbers or other designation. The Condominium Map shall contain the dual certificate of a registered engineer certifying that the Condominium Map substantially depicts the layout, measurements and location of the buildings, the Units, the Unit designations, the dimensions of such Units, the elevations of the surfaces of floors and ceilings as constructed and that the Condominium Map was prepared subsequent to substantial completion of the improvements depicted. In interpreting the Condominium 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 Condominium Map, from time to time, to conform the same to the actual physical location of the constructed improvements and to any changes thereof.

Section 3. DESCRIPTION OF CONDOMINIUM UNIT. Every contract, deed, lease, mortgage, deed of trust, will, or other instrument may legally describe a Condominium Unit by its identifying Unit number, the building designation followed by the words "Four Mile Village Condominiums" with reference to the Condominium Map and Declaration. Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect the Unit along with the undivided interest in the General Common Elements and all other rights appurtenant to the Unit. Each such description shall be construed to include a perpetual non-exclusive easement for ingress and egress from a Unit on, over and across the General Common Elements and exclusive use of the Limited Common Elements appurtenant to a Unit.

Section 4. INTEGRATION OF INTEREST AND NONPARTITION. Each Unit and the undivided interest in the General Common Elements, including garages, and all rights and burdens appurtenant thereto shall be inseparable and may be conveyed, leased, encumbered, devised or inherited only as an entire Condominium Unit. No Condominium Unit may be subdivided or partitioned. The General Common Elements shall be owned in common by all of the Owners and shall remain undivided. No Owner shall bring any action for partition or division of the General Common Elements. By

the acceptance of a deed or other instrument of conveyance or assignment, each Owner specifically waives the right to institute or maintain a partition action or any other action designed to cause a division of the General Common Elements, and this Section may be pleaded as a full absolute bar to the maintenance of such action.

Section 5. TAXATION. Declarant shall give written notice to the Assessor of the City and County of Denver, State of Colorado, of the creation of condominium ownership of the Properties as is provided by law, so that each Unit and the undivided interest in the General Common Elements appurtenant thereto shall be deemed a parcel for the purpose of separate assessment and taxation.

ARTICLE III

OWNERS PROPERTY RIGHTS

Section 1. LIMITED COMMON ELEMENTS. An Owner shall have the exclusive right to use and enjoy the Limited Common Elements appurtenant to the Owner's Unit, subject only to the rights granted to the Association herein. The following are hereby designated as Limited Common Elements:

(a) The patios, sundecks, balconies, and crawl spaces appurtenant to each Unit.

(b) Garages and parking spaces designated on the Condominium Map as appurtenant to the Units. Each Unit shall have one garage space designated to it as a Limited Common Element.

Section 2. RULES. The Board, on behalf of the Association, may promulgate and enforce rules governing the use, the maintenance, and the aesthetic appearance of the General Common Elements, including but not limited to the following:

(a) To regulate parking;

(b) To suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any assessment against the Owner's condominium Unit remains unpaid, and for a period not to exceed thirty (30) days for any infraction of the rules.

Every Owner, guests, members of Owner's family, servants, employees, invitees, lessees and licensees shall adhere strictly to the rules.

Section 3. USE OF GENERAL COMMON ELEMENTS. Owners shall have the right to use and enjoy with others the General Common Elements.

Section 4. DELEGATION OF USE. Any Owner may delegate the Owner's right of enjoyment to the General Common Elements, and facilities to the resident members of the Owner's family or tenants or contract purchasers who may reside in the Unit. An Owner not residing in the Unit may not use the recreational facilities.

Section 5. LEASE OF CONDOMINIUM UNIT. An Owner shall have the right to lease the Owner's Condominium Unit upon such terms and conditions as the Owner may deem advisable, subject to the following. Any such lease shall be in writing and shall provide that the lease is subject to the terms of this Declaration and the rules. Only an entire Condominium Unit may be leased only for single family residential use. [Except for leasing by the holder of a first deed of trust in possession following a default in the deed of trust, a foreclosure, no lease may be for transient or hotel purposes.] Any failure of a lessee to comply with the terms of this Declaration, Articles of Incorporation or By-Laws of the Association, or the rules shall be in default under the lease enforceable by the Association. If more than twenty percent (20%) of the Units are leased, then the Board, on behalf of the Association, may promulgate rules and regulations restricting or prohibiting altogether the leasing of more than twenty percent (20%) of the Units.

ARTICLE IV

EASEMENTS

Section 1. ACCESS. Each Owner shall have a nonexclusive easement in, on and through the General Common Elements for access to said Owner's Unit and the Limited Common Elements appurtenant thereto, provided that access by vehicle shall be only over Private Streets and driveways owned by Four Mile Village Recreational Association, Inc., and Private Streets and driveways which are General Common Elements. These easements shall extend to and include all the Properties.

Section 2. BLANKET EASEMENTS. There is hereby created a blanket easement upon, across, over and under all of the General Common Elements for ingress and egress, installation, replacement, repair and maintenance of all utilities, including but not limited to water, sewers, gas, telephone and electricity. By virtue of this easement, it shall be expressly permissible for the electrical and/or telephone company providing service to erect and maintain the necessary poles and other necessary equipment, including underground cables, on and under the General Common Elements

and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roof and exterior walls of the buildings upon the General Common Elements. An easement is further granted to all police, fire protection and ambulance personnel, and all similar persons to enter upon the General Common Elements and Units in the performance of their duties. Further, an easement is hereby granted to the Association to enter in, onto, above, across or under the General Common Elements and any Unit to perform the duties of maintenance and repair to any Unit or the General Common Elements. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on said General Common Elements except as approved by Declarant or the Association. Should any utility furnishing a service covered by the general easement herein provided request a specific easement, Declarant or the Association may grant such an easement to the General Common Elements by a separate recorded instrument without conflicting with the terms hereof and without consent of the Owners being required. The easements provided for in this Article shall in no way affect any other recorded easement to said General Common Elements. These easements shall extend to and include all General Common Elements, Limited Common Elements, and Units of the Properties.

Section 3. EASEMENTS FOR ENCROACHMENTS. If any part of the General Common Elements encroach or shall hereafter encroach upon a Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit unintentionally encroaches or shall hereafter (whether because of reconstruction, settling, shifting or otherwise) encroach upon any General Common Elements, or upon another Unit, the Owner of that encroaching Unit shall and does have a perpetual easement for each encroachment and for the maintenance of the same. If any part of the General Common Elements or the Units shall encroach upon property subsequently annexed by Declarant for the purpose of constructing condominiums or for the purpose of constructing improvements which shall be owned by Four Mile Village Recreational Association, Inc., then the encroaching Unit Owners of Four Mile Village Condominiums shall have a perpetual easement for each encroachment and for the maintenance of the same. If any part of the improvements constructed by the Declarant, which improvements shall be principally constructed on real property owned by Four Mile Village Recreational Association, Inc., shall encroach on the Properties, then Four Mile Village Recreational Association, Inc. shall have a perpetual easement for each encroachment and for maintenance of the same. If any part of the General Common Elements or the Units shall encroach upon property on which Declarant shall build Four Mile Village Townhouses, the the encroaching Unit Owner

shall have a perpetual easement for each encroachment and for maintenance of the same. Declarant intends to construct and develop Four Mile Village Townhouses pursuant to a Planned Unit Development approved by the City and County of Denver, Colorado. If any such Townhouses or Townhome lot line shall encroach upon the Properties or upon any property owned by Four Mile Village Recreational Association, Inc., then such encroaching Townhouse Owner shall have a perpetual easement for each encroachment and for the maintenance of the same.

Section 4. EASEMENTS DEEMED APPURTENANT. The easements and rights herein created for an Owner shall be appurtenant to the Unit of that Owner, and all conveyances and instruments deemed to grant and reserve the easements and rights as provided herein, as though set forth in said document in full, even though no specific reference to such easements or rights appears.

Section 5. INTERPREATION OF EASEMENTS. The easements granted herein have been granted to afford access of all Owners of Four Mile Village Condominiums, Four Mile Village Townhouses, and that of Four Mile Village Recreational Association, Inc. Such access includes that of ingress and egress, maintenance, utility installation and maintenance and encroachment. Four Mile Village Condominiums is a part of a larger development, which development accommodates a mixed use and sharing of certain amenities. Therefore, the easements herein shall be liberally interpreted in a manner consistent with such purposes.

Section 6. RIGHT OF ENTRY. The Association, through its duly authorized agents, shall have the right in case of any emergency originating in or threatening a Unit to enter therein immediately without request. An Owner shall permit entry into a Unit for the purposes of performing installations, alterations, or repairs to the mechanical, electrical, or utility services, which, if not performed, would affect the use of other Units, upon request for entry made in advance at a time convenient to the Owner.

ARTICLE V

USE AND OTHER RESTRICTIONS

Section 1. USE. The General Common Elements shall be used for residential purposes; for services, activities and recreation in conjunction with said residential use; for Units; for the maintenance and administration of the aforementioned; and for Declarant's sales purposes. All structures erected upon the General Common Elements shall be of new construction and none shall be moved from other locations onto the General Common Elements. No structures of a temporary character, trailer, tent, shack, garage, barn or

other out-buildings shall be placed on any portion of the General Common Elements.

Section 2. TEMPORARY USE BY DECLARANT. Notwithstanding any provision herein contained to the contrary, during the period of construction or sale, it shall be expressly permissible for Declarant to maintain upon the General Common Elements, without charge, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental for construction or sales purposes, including, but not limited to, a business office, storage area, construction yards and structures, signs, model Units, and sales offices. For sales purposes, Declarant, its agents and prospective purchasers also shall have the right to ingress, egress and parking in and through, and the right to use and enjoy, the General Common Elements at any and all reasonable times, without charge and without permission from any Owner or from the Association being required.

Section 3. PROHIBITIONS. All use and occupancy of the General Common Elements and Units shall be subject to and governed by the Rules. No damage or waste shall be committed to the General Common Elements. No Owner shall alter any of the General Common Elements without the prior written consent of the Association. Nothing shall be done within the General Common Elements which would impair the structural integrity of any improvement located on the General Common Elements.

✓ Section 4. NO IMPERILING OF INSURANCE. Nothing shall be done within the General Common Elements or Units which might result in an increase in the premiums of insurance obtained for any portion of the General Common Elements or which might cause cancellation of such insurance, except with the prior written consent of the Board.

Section 5. NO VIOLATION OF LAW. Nothing shall be done within the General Common Elements or Units which would be in violation of any statute, rule, ordinance, regulation, permit or validly imposed requirement of any governmental body.

Section 6. NUISANCES. No noxious or offensive activity shall be carried on upon the General Common Elements or Units, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No activity shall be conducted on any part of the General Common Elements which is or might be unsafe or hazardous to any person.

Section 7. SIGNS. No signs, billboards or advertising devices of any nature except "for sale" signs located only on the inside surfaces of the windows of a Unit and otherwise in compliance with Rules shall be erected or maintained

on any part of the General Common Elements; provided, however, the foregoing shall not apply to the business activities, advertising, or to the construction and maintenance of structures, if any, of Declarant while any Condominium Units remain unsold. The Association may erect signs or notices for identification purposes in accordance with applicable state and municipal laws or codes.

Section 8. PETS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the General Common Elements except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and shall be subject to the Rules and any governmental ordinances or laws. Dogs shall be leashed at all times when outside a Unit and the pet's owner shall confine his dog for excretion to such areas as may be designated by the Association. Owners shall be responsible for clean up after said Owner's pet. Pets constituting a nuisance may be ordered by the Board to be kept within the Unit of the owner or ordered expelled.

Section 9. TRASH AND UNSIGHTLY USES. Unsightly objects and materials shall not be placed upon the General Common Elements and no part of the General Common Elements may be used as a dumping ground for garbage, trash or other waste, and the same shall be disposed of in a sanitary manner. All equipment for the storage or disposal of garbage, trash and waste shall be kept in a clean and sanitary condition. Garbage, trash or waste shall be disposed of in such a manner as may be established by the Association, and the burning of garbage, trash or waste in outside incinerators, barbecue pits or the like is strictly prohibited. The Association shall have the right to enter upon any General Common Elements and to remove such refuse piles or other unsightly objects and materials at the expense of the Owner, and upon due notice to Owner and failure of Owner to comply with this Section, such entry shall not be deemed a trespass.

Section 10. MINERAL EXPLORATION. No portion of the Property shall be used to explore for or to remove any water, soil, hydrocarbons, or other materials of any sort.

Section 11. TREES, SHRUBS AND WATER. The removal of trees, shrubs, and other improvements from the General Common Elements shall be prohibited without the express written approval of the Board. No person shall permit water to be introduced or placed into or on the soil anywhere within the General Common Elements without the express written approval of the Board. Any landscaping, fencing or screening of a patio or porch must have written approval from the Association before such improvements are commenced by an Owner. The Owner shall be responsible for the cost of any such improvements.

Section 12. PARKING AREAS. No vehicle of any type may be parked on the General Common Elements except in parking spaces, or on such portions of private streets or on parking spaces not appurtenant to any Unit, as may be designated by the Association. (No commercial type of vehicle, no boats, no trucks and no recreational vehicles shall be stored or parked on the General Common Elements or Limited Common Elements, except in areas designated by the Association, nor shall they be parked on any residential street except while engaged in transport to or from a building. A recreational vehicle shall include for purposes of this Declaration, motor homes, motor coaches, buses, pickup trucks with camper tops or similar accessories, camping trailers or trailers of any type. Nothing herein shall be construed as creating any obligation on the part of either the Declarant or the Association to provide parking spaces for recreational vehicles, boats, trucks or commercial vehicles. All unused automobiles or vehicles of any kind, except as hereinafter provided, shall not be stored or parked on any portion of the General Common Elements or Limited Common Elements, except in areas so designated by the Association. Unused vehicles shall not be parked on any residential street or alley. "Unused Vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of one (1) week or longer. A written notice describing the "Unused Vehicle" and requesting removal thereof may be served upon the Owner by posting on the unused vehicle or otherwise, and if such vehicle has not been removed within twenty-four (24) hours thereafter, the Board shall have the right to remove the same without liability to the Board and the expense thereof shall be charged against the Owner. If such Owner shall be a member of the Association, the cost thereof shall be added to such Owner's next assessment due. Parking spaces and carports shall be used only for parking automobiles and motorcycles and not for any other storage purposes. Motorcycles and/or bicycles shall not be stored on patios, balconies or porches.

Section 13. MECHANIC'S LIENS. No labor performed or materials furnished with the consent or at the request of an Owner, his agent, contractor, or subcontractor shall create any right to file a mechanic's lien against the Condominium Unit of any other Owner who does not consent to or request the same or against any interest in the General Common Elements. Each contracting or consenting Owner shall indemnify, defend and hold harmless the Association and each of the other Owners from and against liability arising from the claim of any lienor against the Condominium Units for labor performed or for materials furnished at the request of the contracting or consenting Owner. At the written request of any Owner, the Association shall enforce such indemnity by collecting from the contracting or consenting Owner the amount necessary to discharge any such lien and all costs incidental thereto including attorney's fees and expenses.

All such amounts may be added to Owner's regular assessments.

Section 14. PERSONAL BUSINESS. No business activities of any kind whatsoever shall be conducted in any building or in any portion of the General Common Elements. This restriction shall not be construed in such a manner as to prohibit an Owner or occupant from: (a) maintaining a personal or professional library therein; (b) keeping personal business or professional records or accounts therein; or (c) handling personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incidental to the principal residential use and not in violation of this paragraph.

Section 15. ANTENNAS AND LIGHTS. Without prior written approval and the authorization of the Association, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the General Common Elements or improvements thereon. No exterior lights which disturb the residents of any adjacent Unit shall be installed by any Owner.

Section 16. STORAGE. The Board, on behalf of the Association, may promulgate rules and regulations that restrict or prohibit altogether the use of a balcony by an Owner for the storage or placement of any item other than barbecue equipment and patio furniture.

ARTICLE VI

FOUR MILE VILLAGE CONDOMINIUM ASSOCIATION

Section 1. DUTIES AND RESPONSIBILITIES OF THE FOUR MILE VILLAGE CONDOMINIUM ASSOCIATION. Declarant has caused the Four Mile Village Condominium Association to be incorporated as a non-profit corporation and has designated such Association to be manager of the General Common Elements. Any purchaser of a Condominium Unit shall be deemed to have assented to, ratified and approved such designation and management. Said Association, by its signature approving this Declaration, has agreed to perform the duties required of it hereunder. Said Association shall have the following duties, rights and powers:

(a) To collect monthly or periodic assessments, equitably prorated, from Owners; to collect delinquent assessments by suit or otherwise; and to collect such other assessments as are authorized herein.

(b) From funds collected, to provide for maintenance, construction, management, insurance, care of Association property and General Common Elements, and

such other expenses as are enumerated in this Declaration.

(c) To lease, acquire and sell real or personal property in pursuance of its obligations.

(d) To enter into and upon the Units when necessary with as little inconvenience as possible to the occupants concerned in connection with the duties outlined in this Declaration.

(e) To enjoin or seek damages from or assess fines against the Owners for violation of the Declaration, the Articles of Incorporation of the Association, the By-laws of the Association, or the Rules.

(f) To employ workmen and others; to contract for services to be performed, including those of a Manager; to purchase supplies and equipment; to enter into contracts; and generally to have the powers of an apartment house or property manager in connection with the matters herein set forth, except that the Association may not encumber or dispose of the fee title of any Owner except to satisfy a lien, award or judgment against such Owner for violation of the covenants imposed by this Declaration. The Association shall not enter into any contract or management agreement for the furnishing of services (other than utility or laundry services), material or supplies, the term of which is in excess of one year; and further provided that any contract or management agreement entered into (excluding those for utilities and laundry services) by the Association shall be terminable by the Association for cause upon thirty (30) days written notice or without cause upon ninety (90) days written notice.

(g) To protect and defend the General Common Elements from loss and damage by suit or otherwise.

(h) To employ counsel, attorneys and auditors in connection with legal matters of the Association and in connection with the audit of its books and records, which audit shall be available to Owners and holders of deeds of trust for inspection at the Association office, as hereinafter provided.

(i) To deposit funds in the account of the Board which are not necessary for immediate disbursements in insured savings accounts of National or State Banks or Savings and Loan institutions earning the standard rate of interest.

(j) To file legal protests, formal or informal, with authorities against the granting by authorities of

zoning ordinances or variances concerning any property within a reasonable proximity of the properties which might affect the value of any Owner's interest in the General Common Elements.

(k) To designate and assign to Owners available storage facilities within the General Common Elements for the use, exclusive or otherwise, of Owners.

(l) To adopt Rules in accordance with the By-laws for the regulation and operation of the General Common Elements including, but not limited to, regulations governing the use of the General Common Elements, Limited Common Elements, and the regulation of parking on private streets.

(m) To charge reasonable admission and other fees for the use of any recreational facilities situated upon the General Common Elements.

Section 2. MEMBERSHIP. The following shall be entitled to membership in the Association:

A. All Owners shall automatically become members of the Association. No Owner shall have more than one membership and ownership of a Condominium Unit shall be the sole qualification of membership. Upon the sale or transfer of a Condominium Unit by an Owner, that person's membership shall terminate and shall be automatically transferred to the purchaser or transferee.

B. The Declarant or its successors or assigns, or the designees of the Declarant, shall be members. Such membership shall terminate when the right of the Declarant to vote shall no longer be in effect.

Section 3. VOTING RIGHTS. The Association shall have two classes of voting membership.

CLASS A. All Owners shall be "Class A Members". Class A Members shall be entitled to one vote for each Condominium Unit in which they hold the interests required for membership. When more than one person holds such interest, the vote for such Condominium Unit shall be exercised by one of them designated by written instrument to be the sole voting member, but in no event shall more than one vote be cast with respect to any such Condominium Unit. In the absence of such designation, the Board may designate such a sole voting member.

CLASS B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three

votes for each Condominium Unit in which it holds the interest required for membership, provided that the Class B membership shall cease and become converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes, based upon all Condominium Units owned, including Condominium Units in property hereafter added to the properties, outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) December 31, 1988.

Section 4. INDEMNIFICATION. Any manager, employee of the Association, and each director and officer of the Association, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon them in connection with any proceeding to which they may be a party, or in which they may become involved, by reason of being or having acted as such on behalf of the Association; provided that this indemnification shall not apply if the said person is adjudged guilty of willful misfeasance or malfeasance in the performance of said person's duties; provided further that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being for the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such person may be entitled.

ARTICLE VII

ASSESSMENTS

Section 1. ASSESSMENTS. Each Owner, by acceptance of a deed, agrees to pay the Association (1) annual assessments or charges, and (2) special assessments for capital improvements to be fixed, established and collected from time to time as herein provided. Such assessments, together with interest, the cost of collection, and attorney's fees shall be charged to the Condominium Units and shall be a continuing lien upon the property against which each assessment is made in the event of delinquency in payment as allowed in this Article VII, Section 6. Such assessment, together with interest, costs, and reasonable attorney's fees also shall be the personal obligation of the person who was the Owner, or of the persons jointly and severally who were the Owners, at the time when the assessment was made. The personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed. Payment of the assessments made shall be paid by the Owners

to the Association as of the date of closing the original purchase of an Owner's Condominium Unit and prorated if upon a date other than the date of an assessment, and thereafter in monthly or other periodic installments commencing on the first day of each month or period following the closing.

excepting

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the acquisition, construction, management, maintenance and care of the General Common Elements, and for the performance of all other duties and obligations incurred by the Association pursuant to this Declaration, including but not limited to: the provisions of services and facilities related to the use and enjoyment of the General Common Elements; the maintenance, repair and replacement of underground utilities, private streets, paving, curbs, gutters and drainage swales on the streets, lighting, walkways, buildings, and other facilities; provisions for snow removal, grounds upkeep, sprinkler systems, landscaping, garbage pickup, water and sewer service, recreational programs, maintenance on median strips of adjacent streets; administration expenses, working capital, rental and acquisition of real or personal property; and such expenses as the Association, in its opinion, shall determine to be necessary and desirable including the establishment and maintenance of a cash reserve and a sinking fund for all of the foregoing purposes, including but not limited to an adequate reserve fund for the acquisition, construction, maintenance, replacement and repair of those elements of the General Common Elements which must be replaced on a periodic basis, to be charged against the Owners as part of their regular assessment. In the event repairs are required resulting from negligent acts of an Owner, the Owner's family, guests, employees, invitees or lessees, the Association shall be reimbursed by such Owner therefor.

Section 3. BASIS OF ASSESSMENTS.

(a) Initial Amount. Every Condominium Unit, except those owned by Declarant, shall be subject to that initial maximum monthly assessment set forth on Exhibit B attached hereto and made a part of this Declaration by such reference, except as increases or additions are otherwise allowed herein. The Board, on behalf of the Association, shall fix the monthly assessment within the maximum monthly assessment and may raise or lower said monthly assessment amount within the maximum monthly assessment as it deems necessary in its discretion. In addition, the Board shall have the power in its sole discretion to increase the maximum monthly assessment by twenty-five percent (25%) per year at any time. Any increase in the maximum monthly assessment of more than twenty-five percent (25%) per calendar year shall require the

affirmative vote of two-thirds (2/3) of the votes of each class of members voting in person or by proxy at a meeting duly called for such purpose, written notice of which must be sent to all members at least thirty (30) days in advance.

(b) Fines. The Board shall have the right to assess a fine against an Owner not exceeding \$100.00 for each violation of this Declaration, the By-laws, the Rules or the Articles of Incorporation of the Association. Such fine may be assessed additionally for each day the violation continues after written notice thereof is given the Owner.

(c) Individual Assessments. The Board shall have the right to add to any Owner's assessment as provided in this Article those amounts expended by the Association for the benefit of any individual Unit and the Owner thereof, including, but not limited to, fines; repairs and replacements caused by the negligent or willful acts of any Owner, his family, guests, employees, licensees, lessees or invitees; maintenance, repair, care of and replacement of General Common Elements and Limited Common Elements appurtenant to a Unit; and all other expenditures or charges provided for by this Declaration or the By-laws.

(d) Change in Monthly Assessment with Maximum Allowed. The Board shall fix the amount of the monthly assessment or any change in the monthly assessment (within the then maximum allowed) at least thirty (30) days in advance of the levy of such assessment and shall send notice thereof to every Owner.

(e) Declarant. Monthly and special assessments are to be assessed equally for all Condominium Units not owned by Declarant. If the Assessments assessed with respect to all Condominium Units not owned by Declarant are insufficient, Declarant shall be assessed, for all Condominium Units owned by it in the aggregate, an amount equal to the amount required to meet actual current expenses of the Association.

Section 4. SPECIAL ASSESSMENTS. In addition to the assessments authorized above, the Board on behalf of the Association may levy special assessments for the purpose of defraying the cost of any construction or reconstruction, unexpected structural repairs or replacement or capital improvements, including the necessary fixtures and personal property related thereto. If any such assessment exceeds \$5,000.00, the same must have assent of two-thirds (2/3) of the Owners voting in person or by proxy at a meeting duly called for such purpose or at the annual meeting, but only if at least twenty-five percent (25%) of the Owners are present in person or by proxy. Written notice shall be sent

to all Owners of record not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Notwithstanding the above, upon the affirmative vote of two-thirds (2/3) of the Board, the Board may authorize and expend funds in the event of an emergency concerning property under the jurisdiction of the Association. The expenditure thereafter shall become a special assessment collectible by the Association from its members in accord with the terms of this Declaration without further approval of the membership being required.

Section 5. INITIAL CAPITAL CONTRIBUTION. The Association shall levy and collect from each Owner at the closing when the Owner requires a Condominium Unit, the sum equal to two (2) times the original estimated monthly assessment apportioned to the Condominium Unit. Said sum may be used by the Association for working capital, for application against a delinquent account of an Owner, or for emergency needs, and shall be refunded to the Owner (except as hereinafter provided) upon the sale or transfer of the Condominium Unit less any amount then due by said Owner to the Association. Such amount may be transferred to a new Owner upon a settlement sheet adjustment between a seller and purchaser. >Deficiency amounts in any Owner's account shall be promptly restored upon request by the Board to maintain an amount equal to two (2) times the original estimated assessment for such Condominium Unit. The existence of this reserve account shall in no way relieve any Owner from the duty to pay assessments when due.

Section 6. NON-PAYMENT OF ASSESSMENTS.

(a) Assessments and fees shall be due and payable on the first day of each month or the first day of the period fixed for payment of the assessment or fees, and shall become delinquent unless paid ten (10) days thereafter. All unpaid assessments and fees shall be subject to a late charge for non-payment as may be determined from time to time by the Board. If such fees or assessments are not paid within thirty (30) days after the due date, they shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum or other reasonable rate fixed by the Board and uniformly applied. Failure to make payment within thirty (30) days of the due date thereof also shall cause the full amount of such Owner's estimated

annual assessment for the remainder of that year to become due and owing at once, at the option of the Board. In the event it shall become necessary for the Board to collect any delinquent assessment or fees, whether by foreclosure of a lien hereinafter created or otherwise, the delinquent Owner shall pay, in addition to the assessment and late charge and interest herein provided, all costs of collection, including reasonable attorney's fees and costs incurred by the Board in enforcing payment.

(b) The Association is hereby granted a lien against the Owner's Condominium Unit for any payment which the Owner fails to make as required by this Declaration; provided however, that (1) such lien shall be effective only upon recordation of a notice thereof in the office of the Clerk and Recorder of the City and County of Denver, State of Colorado, and each Owner, by accepting a deed to a Condominium Unit, designates any one of the officers of the Association or its duly appointed manager as agent with full irrevocable power and right to record a notice of said lien in favor of the Association; (2) a lien accruing hereunder shall be foreclosed in the same manner as provided by the laws of the State of Colorado for foreclosure of mortgages on real property; and (3) such lien shall be subject and subordinate to and shall not affect the right of a holder of any recorded first deed of trust now or hereafter placed on the Condominium Unit in good faith and for value. The lien hereby given also shall be a lien upon all of the rents and profits of the encumbered Condominium Unit. In the event of a foreclosure of the assessment lien, the Owner shall be required to pay reasonable rental to the Association for occupying the same during the period of the foreclosure, and if after the filing of a foreclosure action, the Owner's Condominium Unit is left vacant, the Board may take possession and rent said Condominium Unit without notice to the Owner. In addition to the lien herein granted, the Board on behalf of the Association shall have the right to sue any Owner who fails to pay any amounts assessed against the Condominium Unit and obtain judgment for the amount of the assessments due plus costs as herein provided. The Board shall have the power to bid at the foreclosure sale, and if title is obtained, hold, lease, mortgage and encumber or convey the same.

(c) In the event an Owner is in default on any obligation secured by an encumbrance on the Owner's Condominium Unit, the Board, at its option on behalf of the Association, may pay the amount due on the said obligation and file a lien against the Condominium Unit in the manner as provided for herein for unpaid

assessments or charges. [Any holder of a first deed of trust may likewise, at its option, pay past due amounts for assessments, in which case it shall be entitled to reimbursement from Four Mile Village Condominium Association.)

(d) Sale or transfer of any interest by an Owner shall not affect or release any lien granted the Association herein, except as provided, and shall not affect the personal obligation of the Owner. No Owner shall be relieved from payment of any assessment or charge by waiver or suspension of the use of any of the General Common Elements or by the abandonment or leaving of a Condominium Unit. *What's this?*

(e) In the case of the conveyance of a Condominium Unit pursuant to foreclosure proceedings or by deed in lieu of foreclosure, such transfer of title shall extinguish the lien for all unpaid assessments by the Association becoming due before the date of transfer of title or date of first possession, whichever comes first. The amount remaining unpaid with respect to which the lien is extinguished shall be deemed to be a general expense collectible from all the Owners as such, without prejudice to the right of the Association to recover such amount from the delinquent Owner.

ARTICLE VIII

MAINTENANCE

Section 1. MAINTENANCE OF THE GENERAL COMMON ELEMENTS. The Association shall provide for the care, operation, management and repair of the General Common Elements, except as otherwise provided herein. Without limiting the generality of the foregoing, and by way of illustration, the Association shall keep the General Common Elements, including recreational facilities, if any are subsequently constructed, in good, clean, attractive and sanitary order and repair; may arrange for water, sewer, electric, gas and all other necessary utility services to be furnished to the General Common Elements and each of the Units; may maintain and replace all or any portion of the landscaping; may provide for rubbish collection; may clean chimneys; may remove snow, ice and other materials from the private streets, driveways, and walkways; shall keep the General Common Elements safe, attractive and desirable; and may make necessary or desirable alterations or improvements to the General Common Elements. Nothing herein shall be construed as a waiver of any right by the Association to recover for any damage or expense incurred as the result of the willful or negligent action or omission of any person.

Section 2. OWNER MAINTENANCE. Each Owner shall provide for all maintenance, repair and replacement of the Owner's Unit, including, but not limited to, maintenance, repair and replacement of the air conditioning, refrigerators, ranges and other kitchen appliances, lighting fixtures and other electrical appliances which are within and appurtenant to a Unit; maintenance, replacement and repair of patios, sundecks, balconies, patio fences, patio or balcony doors, and porches which are appurtenant to a Unit; replacement of all broken windows of the Unit; all of the decorating within the Owner's Unit, including painting, wall papering, washing, cleaning, paneling, floor covering, interior window surfaces, draperies, window shades, curtains, lamps and other furnishings, and all other interior decorating; maintenance and repair of all utilities, fixtures and equipment installed within a Unit, commencing at the point where utility lines, pipes, wires, conduits, or systems enter the exterior walls of the Unit; maintenance; repair and cleaning of the fireplace within the Owner's Unit. Each Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors, and ceilings which constitute the exterior boundaries of the Owner's Unit, and each Owner shall maintain such interior surfaces in good condition. The use and covering of the interior surfaces of windows by any items visible from the exterior of the Unit shall be subject to the Rules of the Association.

However, no Owner shall do any act or work or allow any condition to exist which shall adversely affect the other Units or their Owners.

An Owner shall do no act nor any work that will or may impair the structural soundness or integrity of the building or impair any easement or hereditament without the written consent of the Board, after first proving to the satisfaction of the Board that such work or act will not impair structural soundness and that such work or act shall be done or performed in a workmanlike manner. Any expense to the Board for investigation, including but not limited to the engaging of a structural engineer, may be charged to the Owner seeking the consent. The decision of the Board shall not be subject to review and shall be subject only to their absolute discretion.

Section 3. ASSOCIATION MAINTENANCE. Except as otherwise provided in this Article, the Association shall provide for the maintenance, repair and replacement of the buildings, including, but not limited to, the following:

- (a) Maintenance, repair and replacement of water, sewer, electrical and other systems which serve more than one Unit, but not including those portions of such systems which are within a Unit.

(b) Maintenance, repair and replacement of roofs, steps, chimneys, outer surfaces or exterior walls, and patios, balconies, porches, sundecks, doors, passageways, and fences which are not appurtenant to any one Unit.

(c) Painting, repainting and resurfacing of building exteriors.

(d) Decorating of the General Common Elements, other than interior surfaces within the Unit, and any redecorating of the interior of Units to the extent made necessary by any damage thereto caused by maintenance, repair or replacement work by the Association to the General Common Elements.

Section 4. DUTY TO INSPECT PREMISES AND TO REPAIR DEFECTS. Each Owner shall have the duty to make reasonable inspections of the Owner's Unit, from time to time, to determine if said Unit contains any obvious defects. In the event of discovery of such a defect, the Owner shall have the duty immediately to give written notice of the defect to the Association. In the event a defect may affect the Unit of any other Owner or the General Common Elements, the Owner whose Unit has the defect shall repair the same in a workmanlike fashion within a reasonable time following discovery thereof, if such repair is a responsibility of the Owner according to this Article. Upon the failure of such Owner to so repair, the Association shall have the duty to enter into and upon the Unit and effect such repair, the cost of which shall be chargeable to such Owner by assessment or otherwise.

Section 5. WILLFUL OR NEGLIGENT ACTS. In the event that any maintenance, repair or other work is required because of the willful or negligent action or lack of action by any Owner, the Owner's family, guests, tenants, invitees, lessees or licensees and such maintenance, repair or other work is not covered or paid for by insurance for the benefit of the Association, the Board may perform such work or cause the same to be performed at such Owner's cost and expense and may make assessment to recover payment thereof against such Owner, provided, except in event of emergency, such Owner shall be given ten (10) days prior notice within which to perform the required maintenance, repair or work.

ARTICLE IX

ARCHITECTURAL CONTROL

Section 1. COMMITTEE MEMBERS. Architectural control shall be maintained by the Board of Directors of the Association. At all times the Board of Directors shall exercise its best judgment to see that all improvements,

construction, landscaping and alterations within the properties are in conformity with existing surrounding structures.

Section 2. NOTICES REGARDING ARCHITECTURAL CONTROL. All documents submitted to the Committee shall be addressed to the Chairman of the Board of Directors at the following address:

~~Four Mile Village Condominiums
c/o Mark I. Dushoff
Suite 1240
650 South Cherry Street
Denver, Colorado 80222~~

Section 3. BOARD REVIEW. No structure, whether a residence, accessory building, fence, wall, mailbox, driveway, or any other improvement shall be constructed or maintained upon the General Common Elements, and no exterior addition or change or alteration to existing improvements shall be made or landscaping performed until complete plans and specifications showing the exterior design, height, building material, landscaping and color scheme thereof shall have been submitted to and approved by the Board of Directors.

Section 4. LANDSCAPING. At the request of any Owner or at its own discretion, the Board of Directors shall review the landscaping of any Owner. The Board of Directors may require the removal, transplanting or restriction of any landscaping determined to be or become a nuisance to other Owners or a threat to the structural integrity of any General Common Elements.

Section 5. PROCEDURES. The Board of Directors shall approve or disapprove plans and specifications within thirty (30) days after submission. In the event the Board of Directors fails to take any action within thirty (30) days after plans and specifications have been submitted, approval shall not be required, and this Article shall be deemed to have been fully complied with. Each building and/or other structure shall be constructed, erected and maintained in strict accordance with the approved plans and specifications.

Section 6. MAJORITY VOTE. A majority vote of the Board of Directors is required for approval or disapproval of any proposed plans and specifications.

Section 7. DAMAGES. The Board of Directors shall not be liable for damages to any person by reason of any action, failure to act, or the approval, disapproval, or failure to approve or disapprove any plans and specifications submitted to them.

Section 8. RECORDS. The Board of Directors shall maintain written records of all actions taken by it and shall require that a duplicate original of any plan approved by the Board of Directors be deposited with it for future reference.

ARTICLE X

INSURANCE

Section 1. GENERAL COMMON ELEMENTS AND UNIT INSURANCE. The Association shall be responsible for and shall procure fire and all-risk coverage insurance upon the General Common Elements and all Units for not less than the full insurable replacement value thereof under a policy or policies of insurance with such company or companies and for such premiums and periods as the Association may determine to be appropriate, but which insurance shall have a minimum of a BBB+ rating. Such policy or policies shall provide that any loss thereunder shall be payable to the Association as insurance trustee under this Declaration. No policy shall provide that: (1) under the terms of the insurance company's charter, by-laws or policy contributions or assessments may be made against the mortgagor or mortgagee's designee; or (2) by the terms of carrier's charter, by-laws, or policy, loss payments are contingent upon the action by the company's Board of Directors, policyholders or members; or (3) the policy includes any limiting clauses (other than insurance conditions) which could prevent mortgagees or the mortgagor from collecting insurance proceeds. The Association shall deliver to each Owner a certificate of insurance stating that a policy of insurance as required under this Section is in effect, and that said policy shall not be cancelled, allowed to lapse or be materially altered except upon ten (10) days prior written notice thereof to the Owner. A determination of full replacement cost shall be made annually by one or more written appraisals performed by a person knowledgeable of replacement costs, and the insurance coverage shall be modified accordingly. [Each Owner shall be responsible for insurance on the contents of the Owner's Unit and furnishings and personal property therein. 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.] ✓

Section 2. REBUILDING OF DAMAGED BUILDING. Except as provided in Section 3 of this Article X, in the event of damage to or destruction of any building by fire or any other casualty for which the Association is required to carry insurance, the Association, within a reasonable time, shall repair or rebuild the same in a workmanlike manner

with materials comparable to those used in the original structure and in conformity in all respects with the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. The Building, when rebuilt or repaired, shall be substantially similar to, and its architectural design and landscaping shall be in conformity with the design of the original building and the surrounding buildings which are not so damaged or destroyed. Neither the Owner nor the Association shall be relieved of this obligation to repair or rebuild by the fact that proceeds received from the insurer are not sufficient to cover the cost thereof. If the proceeds received from the insurer are insufficient, the Association will levy a special assessment equally against all Owners to pay to the Association any deficiency required to accomplish the rebuilding or repair. Upon the failure of such Owners to provide such funds within a reasonable amount of time after notice and demand by the Association therefor, the Board may cause the repair or rebuilding as provided, and the amount of the deficiency shall be the Owners' personal obligation and a continuing lien on the Owners' Condominium Units.

Section 3. SUBSTANTIAL DAMAGE. In the event of destruction by fire or other casualty of 50% or more in total value of the Units in any building, then repair and reconstruction of the building to its original condition prior to such casualty shall be proceeded with by the Board unless 75% or more of the Owners in the building in which such destruction occurred cast their ballot against the rebuilding of such building at a meeting of such Owners held for such purpose. Such meeting shall be called by notice specifying the purpose therefor and held within a period of sixty (60) days after the casualty occurs. Whenever an Owner's interest is subject to a deed of trust, the Owner's vote against rebuilding shall be subject to concurrence by the holder of the deed of trust. Only one vote may be cast for each Condominium Unit.

In the event the Owners in the destroyed building determine by vote as aforesaid not to proceed with rebuilding, then the proceeds from the insurance coverages payable to the Association as insurance trustee shall be distributed to the lien holders of the respective Owners, according to their priority, and if no liens exist, to the Owners whose building has been destroyed, all in proportion to the amounts of the insurable interest of each of the Owners as shown in the certificates of insurance issued to each such Owner. The Association shall acquire the interests of the Owners in their Condominium Units at fair market value as agreed upon between the parties and the expense shall be added to the assessment due from the remainder of the Owners. In the event the parties cannot agree, then any dispute shall be determined in accordance with Article XI. The amount agreed upon then shall be distributed among the

Owners of the destroyed building in the proportion that their respective insurable interests bear to the amount agreed upon. The Board then may elect to raze the building, dispose of the property, or rebuild.

Section 4. WAIVER OF SUBROGATION. The Association and each Owner hereby waive and release any and all claims which they may have against any Owner, the Association, its officers, members of the Board, its employees and agents, the Declarant and any Manager and its respective employees or agents, for damage to the General Common Elements or to any personal property located on the Properties, caused by any casualty, to the extent that such damage is covered by fire or other form of casualty insurance. Mortgagee endorsements shall be made when the Owner's interest is subject to an encumbrance.

Section 5. INSURANCE FOR THE ASSOCIATION. The Association shall be required and empowered to obtain and maintain the following insurance:

(a) Insurance coverages upon the General Common Elements, as recited above, and all property owned or lease by the Association;

(b) Insurance coverages against loss or damage by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, fire and all other casualties as are covered under standard coverage provisions for the full insurable replacement cost of the General Elements;

(c) Comprehensive public liability insurance in a minimum amount of \$1,000,000.00 per single occurrence and Workmen's Compensation coverage upon employees and other liability insurance insuring the Association, the Board, Managers and agents in connection with the General Common Elements;

(d) Fidelity bonds to protect against dishonest acts on the part of Association officers, directors, trustees and employees and all others who handle or are responsible for handling Association funds. Such bonds shall (1) name the Association as an obligee; (2) be written in an amount equal to at least 150% of the estimated annual operating expenses of the General Common Elements, including reserves; (3) contain waivers of any defense based upon the exclusion of persons serving without compensation from any definition of "employee" or similar expression; (4) provide that no modification in any substantial manner, or cancellation shall be had without 30 days prior written notice to the holders of the deeds of trust on the Condominium Units; and

(e) Such other insurance as the Board may deem desirable for the benefit of the Owners.

Section 6. MORTGAGEE'S RIGHTS. In the event of substantial damage to, or destruction of, any part of the General Common Elements, any distribution of insurance proceeds hereunder shall be made to the Owners and their respective holders of deeds of trust, as their interests may appear, and no Owner or other party shall be entitled to priority over the holders of a deed of trust on a Condominium Unit with respect to any such distribution; provided, however, that nothing in this Section 6 shall be construed to deny the Association the right to apply any such proceeds to repair or replace damaged portions of the General Common Elements. The Association shall notify the appropriate holder of a deed of trust forthwith whenever damage to any Unit exceeds \$1,000 or the damage to the General Common Elements exceeds \$10,000.

Section 7. LIMITATION UPON LIABILITY OF ASSOCIATION. Notwithstanding the duty of the Association to maintain and repair parts of the General Common Elements, the Association shall not be liable for injury or damage, other than the normal costs of the maintenance and repair, caused by any latent condition of the General Common Elements or by the conduct of another Owner or persons or by casualties for which insurance pursuant to this Declaration is not required, or for which insurance is not provided by the Association.

ARTICLE XI

COMPULSORY ARBITRATION

All controversies, claims and matters of difference, including all questions as to whether the right to arbitrate any question exists, excepting those matters for which this Declaration specifically provides another method of settlement or enforcement, arising between or among the Owners, the Association, the Board, the Manager and any agent or committee of the Association or Board, shall be settled by arbitration in Denver, Colorado, according to the rules and practices of the American Arbitration Association from time to time in force, except that if such rules and practices shall conflict with the Colorado Rules of Civil Procedure or any other provision of Colorado law then in force, such Colorado rules and provisions shall govern. The submission and agreement to arbitrate shall be specifically enforceable. Arbitration may proceed in the absence of either party if notice of the proceedings has been given to such party. The parties agree to abide by all awards rendered in such procedures. Such awards shall be final and binding on all parties to the extent and in the manner provided by the Colorado Rules of Civil Procedure, and the costs of

arbitration including reasonable attorney's fees shall be borne by the losing party thereto unless the arbitrators specify otherwise. All awards of the arbitrators may be filed with the Clerk of the District Court of the City and County of Denver, State of Colorado, as a basis of declaratory or other judgment and for the issuance of execution, and, at the election of the party making such filing, with the clerk of one or more other courts, state or federal, having jurisdiction over the party against whom such an award is rendered or its property. No party shall be considered in default hereunder during the pendency of arbitration proceedings relating to such default.

ARTICLE XII

CONDEMNATION PROCEDURE

Section 1. CONDEMNATION OF GENERAL COMMON ELEMENTS. In the event of a proceeding in condemnation or partial condemnation of any General Common Elements in which no Units are located by any governmental authority authorized so to do, then the proceeds from such condemnation attributable to the General Common Elements shall be distributed unto the Owners equally in proportion to the number of Condominium Units owned.

Section 2. CONDEMNATION OF UNITS. If a building is condemned, then the proceeds of any such condemnation shall be distributed as agreed to by each Owner and the entity performing the condemnation, without prejudice to the right of such Owners to negotiate or agree jointly.

Section 3. LIEN HOLDERS. When a condemnation occurs and a Unit is subject to an encumbrance, the Association shall send written notice forthwith to all holders of deeds of trust covering Units affected thereby. The proceeds due an Owner by reason of such condemnation shall be paid to the holder of the encumbrance. The holder of a deed of trust shall be entitled to priority over all other parties with respect to any distribution of condemnation proceeds. Any excess amount not required to clear encumbrances shall be paid to Owner.

ARTICLE XIII

MORTGAGEE'S RIGHTS

Section 1. NOTICE TO MORTGAGEE. Each holder of a deed of trust on any Condominium Unit upon written request by such holder to the Board, shall receive any of the following:

(a) Copies of budgets, notices of assessments, insurance certificates, or any other notices or statements provided under this Declaration by the Association to the Owner of the Condominium Unit covered by the deed of trust;

(b) Any audited or unaudited financial statements of the Association within ninety (90) days following the end of any fiscal year, which are prepared for the Association and distributed to the Owners;

(c) Copies of notices of meetings of the Owners and the right to be represented at any such meetings by a designated representative;

(d) Notice of the decision of the Owners or the Association to make any material amendment to this Declaration, the Bylaws, or the Articles of Incorporation of the Association;

(e) Notice of substantial damage to or destruction of any Unit, or any part of the General Common Elements;

(f) Notice of commencement of any condemnation or eminent domain proceedings with respect to any part of the General Common Elements;

(g) Notice of any default of the holder's Owner which is not cured by the Owner within thirty (30) days after the giving of notice by the Association to the Owner of the existence of the default; and

(h) The right to examine the books and records of the Association at any reasonable time.

Section 2. FORM OF REQUEST. The request of a holder of a first deed of trust shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association. Failure of the Association to provide any of the foregoing to a holder of a deed of trust who has made a proper request therefor shall not affect the validity of any action which is related to any of the foregoing. The Association need not inquire into the validity of any request made by a holder of a deed of trust hereunder and in the event of multiple requests from purported holders of deeds of trust on the same Condominium Unit, the Association shall honor the most recent request received.

Section 3. PROTECTION. No violation or breach of or failure to comply with any provision of this Declaration and no action to enforce any such provision shall affect, defeat, render invalid or impair the lien of any holder of a

deed of trust taken in good faith and for value and perfected by recording in the appropriate office, prior to the time of recording in said office of an instrument describing the Condominium Unit and listing the name or names of the Owner or Owners thereof and giving notice of such violation, breach or failure to comply. However, any purchaser on foreclosure or person accepting a deed in lieu thereof shall take subject to this Declaration.

ARTICLE XIV

ESCROW ACCOUNT

Declarant hereby covenants that all improvements to the General Common Elements shall be substantially completed by the closing and conveyance of the first Condominium Unit subject to this Declaration. Declarant further covenants to establish an escrow account in favor of the Association, into which shall be deposited sums sufficient to complete construction of all of the improvements to the General Common Elements free and clear of all liens and encumbrances except those created or allowed by this Declaration and easements for utilities.

ARTICLE XV

RECREATIONAL AMENITIES

Declarant acknowledges that the Project does not contain any recreational facilities. However, each of the Unit Owners at Four Mile Village Condominiums shall be members of the Four Mile Village Recreational Association, Inc., and shall be subject to and abide by the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of the Four Mile Village Recreational Association, Inc., recorded in the office of the Clerk and Recorder of the City and County of Denver, State of Colorado. As members of the Four Mile Village Recreational Association, Inc., the Unit Owners at Four Mile Village Condominiums and their families and guests shall have the non-exclusive right to use and enjoy the private roads and the recreational facilities owned by the Four Mile Village Recreational Association, Inc. Declarant may submit additional property to Condominium Ownership. If this is done, then the Owners of Units in the additionally submitted property shall also be members of the Four Mile Village Recreational Association, Inc., and shall have the non-exclusive right to use and enjoy all of the private roads and the recreational facilities owned by said Association. An easement on, over, across and through all of the real property described on Exhibits A and C for the purposes of ingress and egress to and from the real property owned by the Four Mile Village Recreational Association, Inc. is granted to all members of said Association and the Owners or occupants of residential dwelling units

situated on said property. Each Unit Owner at Four Mile Village shall be obligated to pay their pro rata share of the cost of the operation, maintenance and repair of the recreational facilities owned by the Four Mile Village Recreational Association, Inc.

ARTICLE XVI

DURATION AND AMENDMENTS

Section 1. AMENDMENTS. This Declaration shall remain in full force and effect for as long as the properties remain as a condominium development. Except as hereinafter provided, the Declaration neither may be amended or revoked, nor may any General Common Elements used or held for the benefit of all the Condominium Units on the properties be abandoned, partitioned, subdivided, sold, encumbered or transferred except by a vote of Owners representing not less than seventy-five percent (75%) of all Owners' interest in the Condominium Units. Whenever an Owner's interest is subject to a deed of trust, the Owner's vote shall be included in said required percentage only upon concurrence of the holder of the deed of trust. Such amendment shall be effective only upon the recordation of the certificate setting forth the amendment signed by the Owners and the holders of deeds of trust representing not less than seventy-five percent (75%) of all the interests in the Condominium Units. No amendments to this Declaration shall be in conflict with the laws of the State of Colorado. No amendments shall affect the rights of Declarant herein unless approved and consented to by Declarant in writing.

Section 2. MORTGAGEE'S RIGHTS. The above notwithstanding, the prior written approval of all holders of deeds of trust on the Condominium Units will be required for any of the following:

(a) An amendment to the Declaration which (1) changes the ratios of assessments against Owners or (2) amends this Article Section or any other provision which specifically grants rights to holders of deeds of trust hereunder or (3) is otherwise a material amendment, including but not limited to a change in the method for determining prorata share of ownership of each Condominium Unit or for allocating hazard insurance proceeds.

(b) The alienation, release, transfer, hypothecation or other encumbrance of the General Common Elements subject to Declarant's rights herein; except that the consent of holders of deeds of trust shall not be required for action by the Association to (1) grant

easements for utilities and similar or related purposes, or (2) to lease or grant licenses.

(c) The abandonment of the condominium development or the removal of any part or all of the General Common Elements from the provisions of this Declaration.

(d) The effectuation of any decision by the Association to terminate professional management and to assume self-management.

(e) The use of hazard insurance proceeds for any other purpose other than for the repair, replacement or reconstruction of any damaged improvements, except upon substantial destruction to a building as provided in Article X, Section 3.

(f) The effectuation of any decision by the Association not to maintain fire and extended coverage insurance on all Units within the project and on the General Common Elements as provided in this Declaration.

(g) By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or exterior appearance of Units, the exterior maintenance of Units, the maintenance of the common property party walks or common fences and driveways, or the upkeep of lawns and plantings.

Section 3. SPECIAL AMENDMENTS. Declarant hereby reserves and is granted the right and power to record a Special Amendment to this Declaration at any time and from time to time which amends this Declaration (1) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, or any other governmental agency or any other public, quasi-public or private entity which performs (or may perform in the future) functions similar to those currently performed by such entities and/or (2) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee deeds of trust covering Condominium Units within seven (7) years from the date hereof. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence or obligation or other instrument affecting a Condominium Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to Declarant to make, execute and record Special

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

ARTICLE XVII

GENERAL PROVISIONS

Section 1. ENFORCEMENT. The failure of any Owner to comply with the provisions of the Declaration, Bylaws and any Articles of Incorporation of the Association will give rise to a cause of action in the Association and any aggrieved Owner for the recovery of damages or injunctive relief, or both. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so thereafter.

Section 2. INVALIDITY. Any provision of this Declaration invalidated in any manner whatsoever shall not be deemed to affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

Section 3. CLAIMS. No claim or cause of action shall accrue in favor of any person in the event of the invalidity of any provision of this Declaration or for failure of the Association or Declarant to enforce any provision hereof. This Section may be pleaded as a full bar to the maintenance of any suit, action, or arbitration brought in violation of this provision.

Section 4. CAPTIONS. The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

Section 5. GENDER. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, when the context so requires.

Section 6. NOTICES. All notices pertaining to the Association shall be mailed to: _____
_____ Denver, Colorado.

ARTICLE XVIII

ANNEXATION

Section 1. RESERVATION TO ENLARGE AND SUPPLEMENT CONDOMINIUM PROJECT.

(a) The Declarant, for itself, its successors, and its assigns shall have and hereby specifically reserves the right until December 31, 1988, to annex from time to time any portion or portions of the Real Property described on Exhibit C attached hereto and incorporated by reference herein to the Project and to subject such additional property to the terms and provisions of this Declaration. Annexation, merger or consolidation, if any, will increase the number of members of the Association.

(b) For any annexation by the Declarant pursuant to the provisions of this Declaration, the Declarant shall cause an additional condominium map of such annexed property to be prepared and filed in the records of the office of the Clerk and Recorder of the City and County of Denver, Colorado, prior to the conveyance of the first Condominium Unit in such annexation and such additional condominium map may be filed as a supplement to the Condominium Map.

(c) Any Condominium Units constructed on the property described on Exhibit D and annexed by the Declarant shall substantially conform to the architectural style of previously submitted Condominium Units. The maximum number of additional Units shall not exceed sixty (60).

(d) Notwithstanding anything to the contrary herein, upon the Declarant's annexation of an additional property to this Declaration and the filing of the supplemental condominium map thereof, the undivided interest in the common elements (including all common elements located on the Property described in Exhibit A attached hereto, all common elements located on the additional property covered by such annexation, and all common elements contained in any other property annexed to this Declaration prior to such annexation) appurtenant to each Condominium Unit shall automatically be reduced to a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of all Condominium Units then subject to this Declaration, and the undivided interest in the common elements appurtenant to each Condominium Unit described in and annexed by such supplemental condominium map shall be the same fraction. Such reduction of undivided interest in the common elements appurtenant to a

Condominium Unit shall be automatic and no further documentation need be filed of record or further action need be taken by the Declarant, any Owner or any Mortgagee to reflect such modification in undivided interests. The maximum number of additional Condominium Units which may be contained in properties annexed to this Declaration shall not exceed sixty (60), and accordingly, the minimum undivided interest in common elements appurtenant to a Condominium Unit shall be one-one hundredth (1/100). (As an example, only and as a means of illustrating the foregoing modifications of undivided interests, the number of Condominium Units initially subject to this Declaration are forty (40) and if the Declarant shall file a supplemental condominium map for the annexation of additional property to this Declaration containing sixty (60) Condominium Units, then the undivided interest in the common elements appurtenant to each of the one hundred (100) Condominium Units enumerated in Exhibit B attached hereto shall automatically be reduced from one-fortieth (1/40) to one-one hundredth (1/100), and the undivided interest in common elements appurtenant to each of the one hundred (100) Condominium Units in the annexed property shall also be one-one hundredth (1/100).

(e) Annexations to this Declaration pursuant to this Section will contain new additions to the general and limited common elements, which additions may contain any or all of the types of general and limited common elements described herein. Notwithstanding any such annexation, each Owner (regardless of whether such Owner is the Owner of a Condominium Unit enumerated in Exhibit B attached hereto or is the Owner of a Condominium unit contained in an annexation) shall remain fully liable in accordance with this Declaration hereof with respect to his obligation for the payment of the common expenses of the Association, including the expenses for such new general and limited common elements and new recreational facilities, costs, and fees, if any.

(f) 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 condominium Units and the Owners of all subsequently submitted additional Condominium Units, the common expenses shall be prorated in accordance with the following formula:

Individual Assessment = Total common expenses
for the Project multiplied by a fraction, the
numerator of which is the square footage of a
Condominium Unit and the denominator of which is

the total square footage of all Condominium Units located within the entire Project.

Further, each Condominium Unit, regardless of the number of owners, shall be entitled to one vote for all purposes hereunder and such voting interest shall not be changed by the enlargement of this Condominium Project or otherwise.

(g) Each Owner shall have the nonexclusive right, together with all other Owners, to use all common elements, open spaces, recreational facilities, grass, and landscaping areas, and all other areas in the 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 Project.

(h) It is contemplated that additional property reflected on Exhibit C 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 herein, shall apply to all properties which are added to this Project in accordance with these provisions relating to enlargement thereof.

(i) In regard to any of the Real Property described on Exhibit C which the Declarant annexes to this Project pursuant to the terms of this Declaration, the Declarant hereby covenants to pay all taxes, assessments, mechanic's liens, or other charges affecting any property so annexed which arose prior to the date of annexation. Further, the Declarant agrees that, if requested by the Administrator of the Veterans Administration, it will purchase, at its expense, such policies of insurance as requested by the Administrator to insure the Owners of existing Condominium Units against any risks or liabilities which such Owners may incur as a result of the annexation. Any such policies shall contain an endorsement insuring the Owners of previously submitted Condominium Units as their interests may appear.

IN WITNESS WHEREOF, Declarant has executed this Declaration this ____ day of _____, 198_.

D.D.H. DEVELOPMENT, INC.,
a Colorado corporation

ATTEST: By: _____
Mark I. Dushoff, President

Secretary

GINGERY ASSOCIATES, INC.

CONSULTING ENGINEERS

2840 SO VALLEJO ST
ENGLEWOOD CO 80110
(303) 761-4860**EXHIBIT A TO THE
DECLARATION OF
FOUR MILE VILLAGE
CONDOMINIUMS****PRINCIPALS**PURUSHOTTAM GASS
CERYL W GINGERY
WALLACE R LUCHETTI
FLOYD E MONTGOMERY
DAVID E MOOTHART
AL ROBINSON
THOMAS J STONE
DOUGLAS C STOVALL
W KEVIN WILLIAMSJOB NO. 1659.022
FEBRUARY 11, 1982
SHEET 1 OF 1**PHASE I - CONDOMINIUM ASSOCIATION**

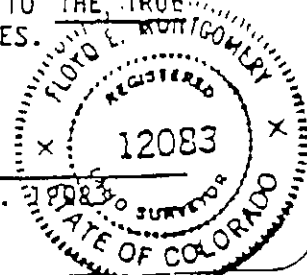
A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 1, AND A PORTION OF TRACT A, FOUR MILE VILLAGE SITUATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 330.57 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE NORTH 89°44'46" EAST ALONG SAID EXTENSION A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF S. FOREST ST. AS DEDICATED BY THE PLAT OF SAID FOUR MILE VILLAGE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

- (1) NORTH 2°39'04" EAST A DISTANCE OF 345.93 FEET;
- (2) NORTH 0°00'00" EAST A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING;
- (3) CONTINUING ALONG LAST SAID COURSE NORTH 0°00'00" EAST A DISTANCE OF 219.69 FEET TO A POINT OF CURVE;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 89°45'09", A DISTANCE OF 23.50 FEET TO A POINT OF TANGENT; THENCE NORTH 89°45'09" EAST, ALONG SAID TANGENT, A DISTANCE OF 430.07 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 78°27'47", A DISTANCE OF 41.08 FEET TO A POINT OF COMPOUND CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 101°32'13", A DISTANCE OF 8.86 FEET TO A POINT OF TANGENT; THENCE SOUTH 89°45'09" WEST, ALONG SAID TANGENT A DISTANCE OF 14.49 FEET; THENCE SOUTH 0°02'47" EAST A DISTANCE OF 92.00 FEET; THENCE SOUTH 89°45'09" WEST A DISTANCE OF 257.94 FEET; THENCE SOUTH 0°14'51" EAST A DISTANCE OF 113.48 FEET; THENCE NORTH 90°00'00" WEST A DISTANCE OF 197.76 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 78,210 SQUARE FEET OR 1.800 ACRES.

Floyd E. Montgomery
REGISTERED LAND SURVEYOR, NO. 12083



ENGLEWOOD - GRAND JUNCTION

Four Mile Village Condo Assoc Declarations

75 of 85

EXHIBIT C TO THE DECLARATION OF
FOUR MILE VILLAGE CONDOMINIUMS

GINGERY ASSOCIATES, INC.

CONSULTING ENGINEERS

2840 SO VALLEJO ST
ENGLEWOOD, CO 80110
(303) 761-4860



PRINCIPALS

PURUSHOTTAM GASS
DERY, W. GINGERY
WALLACE H. LUCHETTI
FLOYD E. MONTGOMERY
DAVID E. MOTHART
AL ROBINSON
THOMAS J. STONE
DOUGLAS C. STOVALL
W. KEVIN WILLIAMS

JOB NO. 1659.022
FEBRUARY 22, 1982
SHEET 1 OF 1

PHASE V - CONDOMINIUM ASSOCIATION

A PARCEL OF LAND BEING A PART OF LOT 1, BLOCK 1, FOUR MILE VILLAGE SITUATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 330.57 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE NORTH 89°44'46" EAST ALONG SAID EXTENSION A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH FOREST STREET AS DEDICATED BY THE PLAT OF SAID FOUR MILE VILLAGE; THENCE NORTH 2°39'04" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 345.93 FEET TO THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 1019 AT PAGE 367, CITY AND COUNTY OF DENVER RECORDS; THENCE NORTH 90°00'00" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 105.41 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG LAST SAID COURSE NORTH 90°00'00" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 28.59 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 0°00'00" EAST, ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 90°00'00" EAST, ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID TRACT, A DISTANCE OF 176.30 FEET; THENCE SOUTH 0°02'47" EAST, A DISTANCE OF 153.11 FEET; THENCE SOUTH 89°57'13" WEST, A DISTANCE OF 56.25 FEET; THENCE NORTH 0°15'14" WEST, A DISTANCE OF 11.80 FEET; THENCE SOUTH 89°44'46" WEST, A DISTANCE OF 69.37 FEET TO A POINT ON A CURVE, WHENCE THE CENTER OF SAID CURVE BEARS NORTH 46°34'04" WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 46°18'50", A DISTANCE OF 32.33 FEET TO A POINT OF TANGENT; THENCE SOUTH 89°44'46" WEST, ALONG SAID TANGENT, A DISTANCE OF 50.00 FEET; THENCE NORTH 0°15'14" WEST, A DISTANCE OF 104.39 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 29,099 SQUARE FEET OR 0.668 ACRES.

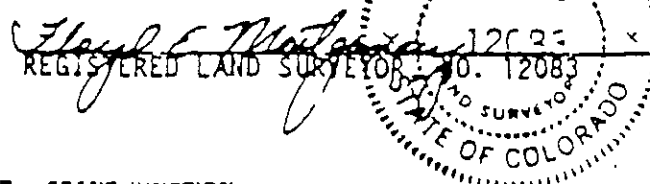


EXHIBIT B TO THE DECLARATION OF
FOUR MILE VILLAGE CONDOMINIUMS

Phase I

<u>Building 1 Unit Number</u>	<u>Square Footage</u>	<u>Percent Share of Assessments</u>	<u>First Year Budget - \$57,433</u>	<u>Average Monthly Payment</u>
101A	883	2.09	1,200.34	99.98
102A	883	2.09	1,200.34	99.98
103B	838	1.983	1,138.89	94.86
104B	838	1.983	1,138.89	94.86
201C	1,285	3.042	1,745.96	145.50
202C	1,285	3.042	1,745.96	145.50
203D	1,171	2.772	1,592.04	132.57
204D	1,171	2.772	1,592.04	132.57
205E	1,103	2.611	1,499.57	124.87
206E	<u>1,103</u>	<u>2.611</u>	<u>1,499.57</u>	<u>124.87</u>

10,560	24.996	14,353.60	1,195.56
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<u>Building 2 Unit Number</u>	<u>Square Footage</u>	<u>Percent Share of Assessments</u>	<u>First Year Budget - \$57,433</u>	<u>Average Monthly Payment</u>
101A	883	2.09	1,200.34	99.98
102A	883	2.09	1,200.34	99.98
103B	838	1.983	1,138.89	94.86
104B	838	1.983	1,138.89	94.86
201C	1,285	3.042	1,745.96	145.50
202C	1,285	3.042	1,745.96	145.50
203D	1,171	2.772	1,592.04	132.57
204D	1,171	2.772	1,592.04	132.57
205E	1,103	2.611	1,499.57	124.87
206E	<u>1,103</u>	<u>2.611</u>	<u>1,499.57</u>	<u>124.87</u>

10,560	24.996	14,353.60	1,195.56
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<u>Building 3 Unit Number</u>	<u>Square Footage</u>	<u>Percent Share of Assessments</u>	<u>First Year Budget - \$57,433</u>	<u>Average Monthly Payment</u>
101A	883	2.09	1,200.34	99.98
102A	883	2.09	1,200.34	99.98
103B	838	1.983	1,138.89	94.86
104B	838	1.983	1,138.89	94.86
201C	1,285	3.042	1,745.96	145.50
202C	1,285	3.040	1,745.96	145.50
203D	1,171	2.772	1,592.04	132.57
204D	1,171	2.772	1,592.04	132.57
205E	1,103	2.611	1,499.57	124.87
206E	<u>1,103</u>	<u>2.611</u>	<u>1,499.57</u>	<u>124.87</u>

10,560	24.996	14,353.60	1,195.56
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EXHIBIT B TO THE DECLARATION OF
FOUR MILE VILLAGE CONDOMINIUMS

<u>Building 4 Unit Number</u>	<u>Square Footage</u>	<u>Percent Share of Assessments</u>	<u>First Year Budget - \$57,433</u>	<u>Average Monthly Payment</u>
101A	883	2.09	1,200.34	99.98
102A	883	2.09	1,200.34	99.98
103B	838	1.983	1,138.89	94.86
104B	838	1.983	1,138.89	94.86
201C	1,285	3.042	1,745.96	145.50
202C	1,285	3.042	1,745.96	145.50
203D	1,171	2.772	1,592.04	132.57
204D	1,171	2.772	1,592.04	132.57
205E	1,103	2.611	1,499.57	124.87
206E	<u>1,103</u>	<u>2.611</u>	<u>1,499.57</u>	<u>124.87</u>
	10,560	24.996	14,353.60	1,195.56

<u>Total Square Feet</u>	<u>Total Percent Share of Assessments</u>	<u>Total First Year Budget</u>
42,240.00	99.984 ¹	57,414.40 ¹

Example: 883 square feet ÷ 42,240 = 2.09

¹ Where the Total Percent Share of Assessments equals less than 100% after each percent per Unit has been carried to the nearest thousand percent, then the remainder shall be allocated evenly among all Unit Owners.

For example, the First Year Budget is \$57,433. After allocating percentages per Unit to the nearest thousand percent, the Total Percent Share of Assessments is 99.984%; that percent of \$57,433 = \$57,414.40 resulting in a remainder of \$18.60, which amount is to be divided among all Unit Owners equally.

GINGERY ASSOCIATES, INC.

CONSULTING ENGINEERS

2840 SO VALLEJO ST
ENGLEWOOD CO 80110
(303) 761-4860



PRINCIPALS

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DAVID E MOOTHART
AL ROBINSON
THOMAS J STONE
DOUGLAS C STOVALL
W KEVIN WILLIAMS

JOB NO. 1659.022
FEBRUARY 22, 1982
SHEET 1 OF 1

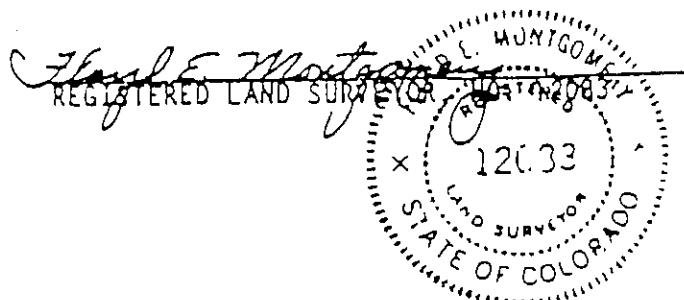
PHASE VI - CONDOMINIUM ASSOCIATION

A PARCEL OF LAND BEING A PART OF LOT 1, BLOCK 1, FOUR MILE VILLAGE SITUATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 330.57 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE NORTH 89°44'46" EAST ALONG SAID EXTENSION A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH FOREST STREET AS DEDICATED BY THE PLAT OF SAID FOUR MILE VILLAGE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

- (1) NORTH 2°39'04" EAST A DISTANCE OF 237.67 FEET TO THE TRUE POINT OF BEGINNING;
- (2) CONTINUING ALONG LAST SAID COURSE NORTH 2°39'04" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 108.26 FEET TO THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN BOOK 1019 AT PAGE 367, CITY AND COUNTY OF DENVER RECORDS;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE NORTH 90°00'00" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 105.41 FEET; THENCE DEPARTING SAID SOUTH LINE, SOUTH 0°15'14" EAST, A DISTANCE OF 107.65 FEET; THENCE SOUTH 89°44'46" WEST, A DISTANCE OF 110.90 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 11,669 SQUARE FEET OR 0.268 ACRES.



ENGLEWOOD - GRAND JUNCTION

EXHIBIT C TO THE DECLARATION OF
FOUR MILE VILLAGE CONDOMINIUMS

GINGERY ASSOCIATES, INC.

CONSULTING ENGINEERS

2840 SO. VALLEJO ST
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W. KEVIN WILLIAMS

JOB NO. 1659.022
FEBRUARY 22, 1982
SHEET 1 OF 1

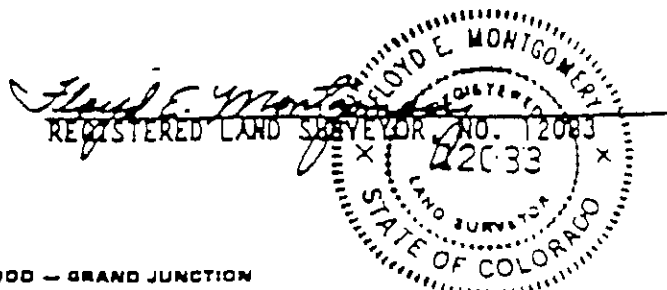
PHASE VII - CONDDMINIUM ASSOCIATION

A PARCEL OF LAND BEING A PART OF LOT 1, BLOCK 1, AND A PART OF TRACT A, FOUR MILE VILLAGE SITUATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 330.57 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE NORTH 89°44'46" EAST ALONG SAID EXTENSION A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH FOREST STREET AS DEDICATED BY THE PLAT OF SAID FOUR MILE VILLAGE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

- (1) NORTH 2°39'04" EAST A DISTANCE OF 140.94 FEET TO THE TRUE POINT OF BEGINNING;
- (2) CONTINUING ALONG LAST SAID COURSE NORTH 2°39'04" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 96.73 FEET;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE NORTH 89°44'46" EAST, A DISTANCE OF 110.90 FEET; THENCE SOUTH 0°15'14" EAST, A DISTANCE OF 87.37 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET TO A POINT OF TANGENT; THENCE SOUTH 89°44'46" WEST, ALONG SAID TANGENT, A DISTANCE OF 75.82 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 92°54'18", A DISTANCE OF 24.32 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 12,594 SQUARE FEET OR 0.289 ACRES.



ENGLEWOOD - GRAND JUNCTION

GINGERY ASSOCIATES, INC.

CONSULTING ENGINEERS

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DAVID E MCDONALD
AL ROBINSON
THOMAS J STONE
DOUGLAS C STOALL
W KEVIN WILLIAMS

JOB NO. 1659.022
FEBRUARY 22, 1982
SHEET 1 OF 2

PHASE IV - CONDOMINIUM ASSOCIATION

A PARCEL OF LAND BEING A PART OF LOT 1, BLOCK 1, AND A PART OF TRACT A, FOUR MILE VILLAGE SITUATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 330.57 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE NORTH 89°44'46" EAST ALONG SAID EXTENSION A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH FOREST STREET AS DEDICATED BY THE PLAT OF SAID FOUR MILE VILLAGE; THENCE NORTH 2°39'04" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 345.93 FEET TO THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN BOOK 1019 AT PAGE 367, CITY AND COUNTY OF DENVER RECORDS; THENCE NORTH 90°00'00" EAST, ALONG SAID SOUTH LINE A DISTANCE OF 105.41 FEET; THENCE SOUTH 0°15'14" EAST, A DISTANCE OF 104.39 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°44'46" EAST, A DISTANCE OF 50.00 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 46°18'50", A DISTANCE OF 32.33 FEET; THENCE NORTH 89°44'46" EAST, A DISTANCE OF 69.37 FEET; THENCE SOUTH 0°15'14" EAST, A DISTANCE OF 87.00 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET TO A POINT OF TANGENT; THENCE SOUTH 89°44'46" WEST, ALONG SAID TANGENT, A DISTANCE OF 44.22 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 103.71 FEET AND A CENTRAL ANGLE OF 15°00'00", A DISTANCE OF 27.15 FEET TO A POINT OF TANGENT; THENCE SOUTH 74°44'46" WEST, ALONG SAID TANGENT, A DISTANCE OF 35.00 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 15°00'00", A DISTANCE OF 26.18 FEET TO A POINT OF TANGENT; THENCE SOUTH 89°44'46" WEST, ALONG SAID TANGENT, A DISTANCE OF 17.55 FEET TO A POINT

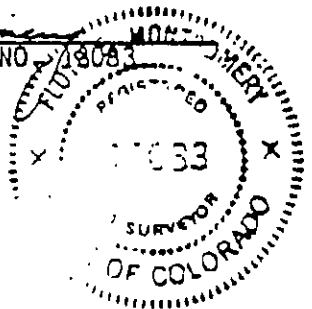
ENGLEWOOD - GRAND JUNCTION

EXHIBIT C TO THE DECLARATION OF FOUR MILE
VILLAGE CONDOMINIUMS

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SHEET 2 OF 2

ON A CURVE, WHENCE THE CENTER OF CURVE BEARS NORTH 0°15'14" WEST; THENCE
ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET
AND A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET TO A POINT OF
TANGENT; THENCE NORTH 0°15'14" WEST, ALONG SAID TANGENT, A DISTANCE OF
90.63 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 16,314 SQUARE FEET
OR 0.375 ACRES.

Floyd E. Montgomery
REGISTERED LAND SURVEYOR, NO. 18083



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**EXHIBIT C
TO THE DECLARATION OF
FOUR MILE VILLAGE
CONDOMINIUMS**

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WALLACE R LUCHETT
FLOYD E MONTGOMERY
DAVID E MOOTHART
AL ROBINSON
THOMAS J STONE
DOUGLAS C STOVALL
W KEVIN WILLIAMS

JOB NO. 1659.022
FEBRUARY 22, 1982
SHEET 1 OF 2

PHASE III - CONDOMINIUM ASSOCIATION

A PARCEL OF LAND BEING A PART OF LOT 1, BLOCK 1, AND A PART OF TRACT A, FOUR MILE VILLAGE SITUATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 330.57 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE NORTH 89°44'46" EAST ALONG SAID EXTENSION A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH FOREST STREET AS DEDICATED BY THE PLAT OF SAID FOUR MILE VILLAGE; THENCE NORTH 2°39'04" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 140.94 FEET TO A POINT ON A CURVE, WHENCE THE CENTER OF SAID CURVE BEARS SOUTH 87°20'54" EAST; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 92°54'18", A DISTANCE OF 24.32 FEET TO A POINT OF TANGENT; THENCE NORTH 89°44'46" EAST, ALONG SAID TANGENT, A DISTANCE OF 93.37 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET, AND A CENTRAL ANGLE OF 15°00'00", A DISTANCE OF 26.18 FEET TO A POINT OF TANGENT; THENCE NORTH 74°44'46" EAST, ALONG SAID TANGENT, A DISTANCE OF 35.00 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 103.71 FEET AND A CENTRAL ANGLE OF 15°00'00", A DISTANCE OF 27.15 FEET TO A POINT OF TANGENT; THENCE NORTH 89°44'46" EAST, ALONG SAID TANGENT, A DISTANCE OF 44.22 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG LAST SAID COURSE, NORTH 89°44'46" EAST, A DISTANCE OF 216.00 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 89°47'33", A DISTANCE OF 47.02 FEET TO A POINT OF COMPOUND CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 7.85 FEET TO A POINT OF TANGENT; THENCE SOUTH 89°57'13" WEST, ALONG SAID

EXHIBIT C TO THE DECLARATION OF
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TANGENT, A DISTANCE OF 15.00 FEET; THENCE DEPARTING SAID TANGENT NORTH 0°02'47" WEST, A DISTANCE OF 70.12 FEET; THENCE SOUTH 89°57'13" WEST, A DISTANCE OF 87.00 FEET; THENCE SOUTH 77°18'42" WEST, A DISTANCE OF 25.62 FEET; THENCE SOUTH 89°57'13" WEST, A DISTANCE OF 89.25 FEET; THENCE SOUTH 0°15'14" EAST, A DISTANCE OF 75.20 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 21,269 SQUARE FEET OR 0.488 ACRES.

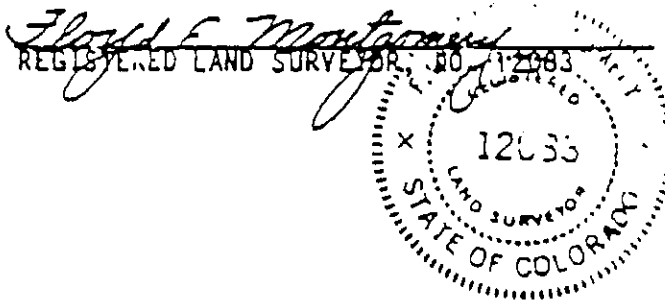


EXHIBIT C TO THE DECLARATION OF
FOUR MILE VILLAGE CONDOMINIUMS

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JOB NO. 1855-022
FEBRUARY 22, 1982
SHEET 1 OF 1

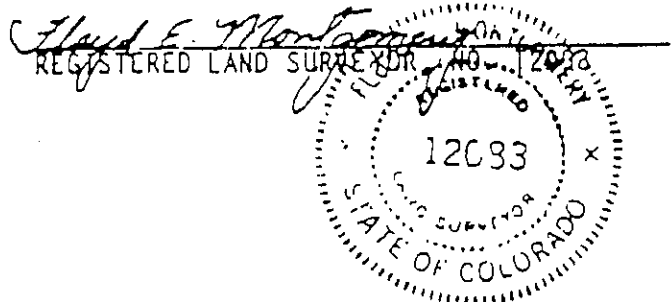
PHASE II - CONDOMINIUM ASSOCIATION

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 1, FOUR MILE VILLAGE SITUATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 330.57 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE NORTH 89°44'46" EAST ALONG SAID EXTENSION A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH FOREST STREET AS DEDICATED BY THE PLAT OF SAID FOUR MILE VILLAGE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

- (1) NORTH 2°39'04" EAST A DISTANCE OF 345.93 FEET;
- (2) NORTH 0°00'00" EAST A DISTANCE OF 50.00 FEET TO THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN BOOK 1019 AT PAGE 367, CITY AND COUNTY OF DENVER RECORDS;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE NORTH 90°00'00" EAST, ALONG THE NORTH LINE OF SAID PARCEL AND THE EXTENSION OF SAID NORTH LINE, A DISTANCE OF 197.76 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG LAST SAID COURSE NORTH 90°00'00" EAST A DISTANCE OF 112.54 FEET; THENCE SOUTH 0°02'47" EAST A DISTANCE OF 25.11 FEET; THENCE NORTH 89°57'13" EAST A DISTANCE OF 38.68 FEET; THENCE NORTH 0°14'51" WEST A DISTANCE OF 139.22 FEET; THENCE SOUTH 89°45'09" WEST A DISTANCE OF 151.13 FEET; THENCE SOUTH 0°14'51" EAST A DISTANCE OF 113.48 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 18,170 SQUARE FEET OR 0.417 ACRES.



ENGLEWOOD - GRAND JUNCTION