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AMENDED AND RESTATED CONDOMINIUM DECLARATION FOR SATELLITE CONDOMINIUMS INC.

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AMENDED AND RESTATED
CONDOMINIUM DECLARATION FOR SATELLITE CONDOMINIUMS INC.
(A Condominium)

This Amended and Restated Declaration is made effective upon recording.

RECITALS:

A. Declarant, The Colorado Condominium Corp., a Colorado Corporation, recorded that certain Condominium Declaration for Satellite Apartment Building (A Condominium) on April 24, 1969, at Book 2288, at Page 339, in the Office of the Clerk and Recorder for El Paso County, State of Colorado, as amended and supplemented by the following documents:

1. Amendment Exhibit A-G to Exhibit A of Declaration of Covenants Satellite Apartment Building, recorded on January 5, 1972, at Reception No. 854525, in Book 2459, at Page 514, in the Office of the Clerk and Recorder of El Paso County, State of Colorado;

2. Wing "B" Supplement to Condominium Declaration for Satellite Apartment Building (A Condominium), recorded on June 25, 1974, at Reception No. 82395, in Book 2686, at Page 157, in the Office of the Clerk and Recorder of El Paso County, State of Colorado;

3. Exhibit A-GW to Exhibit A of Declaration of Covenants Satellite Apartment Building, recorded on January 18, 1978, at Reception No. 396380, in Book 2999, Page 978, in the Office of the Clerk and Recorder of El Paso County, State of Colorado;

4. Amendment to Condominium Declaration for Satellite Apartment Building (A Condominium), recorded on September 30, 1982, at Reception No. 00906057, in Book 3616, at Page 400, in the Office of the Clerk and Recorder for El Paso County, State of Colorado; and

5. Amendment to Exhibit "A" Condominium Declaration for Satellite Apartment Building, recorded on February 26, 1985, at Reception No. 01219089, in Book 3976, at Page 925, in the Office of the Clerk and Recorder of El Paso County, State of Colorado; and

6. Amendment to Exhibit "A" Condominium Declaration for Satellite Apartment Building, recorded on May 9, 1986, at Reception No. 01392563, in Book 5166, at Page 1332, in the Office of the Clerk and Recorder of El Paso

County, State of Colorado (collectively, the "Original Declaration"), subjecting the real estate described therein to the terms and conditions set forth in the Original Declaration.

7. Amendment to Wing "B" Supplement to Condominium Declaration for Satellite Apartment Building (a condominium), recorded on March 20, 1989, at Reception No. 01804020, in Book 5614, at Page 231, in the Office of the Clerk and Recorder of El Paso County, State of Colorado;

8. Clarification of Amendment to the Wing "B" Supplement to Condominium Declaration for Satellite Apartment Building (a condominium), recorded on October 19, 1989, at Reception No. 01868536, in Book 5678, at Page 913, in the Office of the Clerk and Recorder of El Paso County, State of Colorado;

9. Amendment to Condominium Declaration for Satellite Apartment Building (A Condominium), recorded on March 26, 2003, at Reception No. 203061264, in the Office of the Clerk and Recorder of El Paso County, State of Colorado;

B. The Owners and the Association desire to amend and restate all provisions of the Original Declaration, as amended and supplemented, by virtue of this Amended and Restated Condominium Declaration for Satellite Condominiums Inc. ("Declaration"), and intend, upon the recording of this Declaration, that all prior recorded declarations, amendments and supplements thereto be superseded and replaced by this Declaration;

C. The Original Declaration provides for and allows for this Declaration in Paragraph 21, which provides as follows:

> This Declaration shall not be revoked nor shall any of the provisions herein be amended except as provided for in paragraph 5c hereof, unless sixty-six (66) per cent, or more, of the owners representing an aggregate ownership interest in the general common elements and all of the holders of any recorded first mortgage or first deed of trust covering or affecting any or all condominium units unanimously consent and agree to such amendment or amendment by instrument(s) duly recorded; provided, however, that the percentage of the undivided interest in the limited and general common elements appurtenant to each condominium unit, as well as the use of these common elements, as expressed in this Declaration, shall have a permanent character and shall not be altered without the consent of all of the condominium unit owners and holder of first mortgages or first deeds of trust as expressed in a duly recorded amendment, and provided, further, that revocation of this Declaration shall always require the consent of all of the owners and all holders of first mortgages.

D. All Owners are aware of the provisions of the Original Declaration allowing for amendment, by virtue of the record notice of the Original Declaration, by acts and disclosures, newsletters or notices of the Association and by other means;

E. The amendments within this Declaration have been prepared and determined by the Association and by the Owners that have approved this Declaration to be reasonable and not burdensome;

F. The purposes of the amendments in this Declaration are to remove unreasonable restrictions on the community, remove developer "boilerplate" language that is no longer applicable to the Community, remove provisions that do not allow the Board to efficiently operate the community or deal with community concerns, remove provisions that do not comply with current state law, add provisions that provide the proper tools for the Association to effectively solve problems, add provisions to provide the Association with sufficient power to create and successfully enforce Rules and Regulations, and add provisions that reflect beneficial state law provisions.

G. The purpose of the Association, as provided in the Declaration, is to preserve the value and desirability of the Community and the Units and to further the interests of the residents of the Community and Members of the Association; and

H. At least 66% or more of the owners representing an aggregate ownership interest in the general common elements have consented and agreed to this Declaration, and having complied with the provisions of C.R.S. §38-33.3-217(1)(b) the requisite mortgagee approval required by the Original Declaration has been received, or alternatively a court order entered by the District Court for El Paso County, Colorado pursuant to C.R.S. §38-33.3-217(7), has been entered approving this Declaration.

NOW, THEREFORE, the Original Declaration is replaced and amended and restated as follows:

ARTICLE 1 DEFINED TERMS

Section 1.1 Defined Terms.

Each capitalized term in this Declaration or in the Map shall have the meaning specified or as used in the Act, unless otherwise defined in this Declaration or the context requires otherwise:

a) "Act" means the Colorado Common Interest Ownership Act, *C.R.S. §38-33.3-101 et. seq.*, as it may be amended.

b) "Allocated Interests" means the undivided interest in the Common Elements, the Common Expense liability and the votes in the Association, as more specifically provided in Exhibit B.
c) "Amenity" means a Common Element facility or room that is for the use and enjoyment of all residents and Owners, including but not limited to pool, meeting rooms, laundry rooms, and recreational facilities.
d) "Architectural Review Committee" or "Committee" means the committee appointed by the Board of Directors for the purpose of implementing the architectural review provisions of this Declaration and architectural guidelines for the Community to ensure proper use, appropriate improvement, and harmonious additions, alterations, and improvements within the Community.
e) "Assessment" means all Common Expense Assessments, and any other expense levied to a Unit pursuant to this Declaration or the Act, including interest, late fees, attorney fees, fines, and costs.
f) "Association" means Association of Owners, Satellite Condominiums Inc., a Colorado nonprofit corporation, and its successors and assigns.
g) "Board" or "Board of Directors" means the body designated in the Governing Documents to act on behalf of the Association.
h) "Building" shall mean the building that includes all the Residential and Commercial Units.
i) "Commercial Unit" means a Unit intended for conducting business therein, as shown on the Map.
j) "Common Elements" means the Property within this Community other than the Units, which portion of the Property may be designated on the Map and in this Declaration. Common Elements shall include Limited Common Elements. The Common Elements shall be owned, as tenants in common, by the Owners of the separate Units, each owner of a Unit having an undivided interest in the Common Elements.
k) "Common Expenses" means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.
l) "Community" means the Satellite Condominiums Inc., community, which is a Condominium Community as defined in the Act and which Community is also a Common Interest Community as defined in the Act.
m) "Declaration" means this Amended and Restated Condominium Declaration for Satellite Condominiums Inc., as amended, recorded in the office of the Clerk and Recorder of El Paso County, Colorado.
n) "Eligible Mortgage Holder" means a holder of a first mortgage on a Unit that has submitted a written request for the Association to notify such holder of any proposed action requiring the consent of a specified percentage of Eligible Mortgage Holders, which request must contain its name, address, and the legal description and address of the Unit upon which it holds a security interest.
o) "Garage Stall" or "Garage Unit" means a Unit within the Parking Garage intended for parking vehicles.

p) "Governing Documents" means this Declaration, the Map, the Articles of Incorporation, the Bylaws, and any Rules and Regulations of the Association, as they may be amended from time to time.
q) "Limited Common Elements" means the balconies described in Section 4.4, which are portions of the Common Elements limited to and reserved for the exclusive use of the appurtenant Unit Owner.
r) "Managing Agent" means the agent to whom the Board may delegate certain powers, functions, or duties of the Association for the management and operation of the Association.
s) "Map" or "Plat" means the Condominium Map of the Community (and any supplements and amendments thereto) depicting and locating thereon the location of the buildings, the Units, the Common Elements, the floors and elevations, and all of the land and improvements thereon as the Map may be amended or supplemented from time to time, which Map is incorporated herein and made a part of this Declaration by reference. More than one plat, map or supplement thereto may be recorded, and, if so, then the term "Plat" or "Map" shall collectively mean and refer to all of such plats, maps and supplements thereto.
t) "Member" means any Owner. The terms "Member" and "Owner" may be used interchangeably.
u) "Operating Fund" means a duly authorized and audited account administered by the Managing Agent, containing the general operating funds of the Association used for payment of Common Expenses of the Association.
v) "Owner" means the owner of record title, whether one or more persons or entities to any Unit which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
w) "Parking Garage" means the basement and the one-story concrete-roof building on the west and north sides of Wing A and C, as shown on the Map.
x) "Property" means the property described in the Original Declaration together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon.
y) "Residential Unit" means a Unit intended for residential use, as shown on the Map.
z) "Rules and Regulations" means any written instruments, however identified, which are adopted by the Association for the regulation and management of the Community, and/or clarification of the Governing Documents, including any amendment to those instruments.
aa) "Specific Use Common Elements" means a portion of the Common Elements designed, built and set aside for a specific use as a convenience and benefit to all the Owners, but by nature of their use, the administration, control and operation shall be as designated herein by the Association, as clarified in Article 2, Section 2.7.
bb) "Storage Unit" means a Unit intended for storage, as shown on the Map.
cc) "Unit" shall mean a physical portion of the Community, designated for separate ownership, shown on the recorded Map for the Community, the boundaries of which are

defined in the Map and in this Declaration. A "Unit" shall include Commercial Units, Residential Units, Garage Units, and Storage Units.

ARTICLE 2 NAMES/DESCRIPTION OF PROPERTY

Section 2.1 Name and Type.

The type of Common Interest Community is a condominium community. The name of the Community is the Satellite Condominiums Inc. community. The name of the Association is the "Satellite Condominiums Inc."

Section 2.2 Property.

The Community is located in El Paso County, State of Colorado. The Property subject to this Declaration is described in Exhibit A of this Declaration, and in the Map, and/or as is consistent with the common plan and scheme for the creation and operation of the Community. The Community may be subject to easements or licenses granted pursuant to this Declaration, granted by authority reserved in any recorded document, or established in the Act.

Section 2.3 Utility, Map and Map Easements.

Easements for utilities and other purposes over and across the Units and Common Elements may be as shown upon a recorded plat or the Map of the Community, and as may be established pursuant to the provisions of this Declaration, or granted by authority reserved in any recorded document.

Section 2.4 Easements for the Association and Owners.

Each Unit shall be subject to an easement in favor of the Association, acting through the Board of Directors (including its agents, employees and contractors), and to each Owner to allow for their performance of obligations in this Declaration, including any maintenance, repair or replacement responsibilities, and any emergency repairs therein necessary to prevent damage to the Common Elements or any other Unit(s). Non-emergency repairs shall be made only during regular business hours on business days after at least 24 hours' notice to the occupants of a Unit wherein repairs are to be made.

The Association shall have an easement to enter a Unit to inspect for leaks, or any other events which may be causing waste of water, heat or any other utility provided by the Association or paid as a part of Common Expenses. If the inspection reveals that the Owner has failed to maintain the Unit so as to prevent waste of common utility services provided for as a Common Expense, or has otherwise been negligent so as to cause damage or injury due to such negligence,

the Board may hold the Owner responsible for any charges incurred by the Association, whether inspection, repair, or otherwise, due to such failure or negligence.

Section 2.5 Easement for Encroachments

If any part of the Common Elements encroaches or shall hereafter encroach upon a Unit, an easement for the existence of such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit currently encroaches upon the Common Elements, or upon another Unit, the Owner of that Unit shall and does have an easement for the existence of such encroachment and for the maintenance of same, except for incidental encroachments that may occur as a result of shifting of soils or settlement of a Unit.

If any part of a Unit subsequently encroaches upon the Common Elements or upon another Unit, that encroachment shall be subject to all available remedies of the Association, or as allowed under this Declaration, unless the encroachment has been reviewed and approved (as provided for in this Declaration). The easement shall extend for whatever period of time the encroachment exists.

Such easements for encroachments shall not be considered to be encumbrances either on the Common Elements or on a Unit. The actual location of a Unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered notwithstanding any minor deviations, either horizontally, vertically or laterally from the location of such Unit indicated on the Map.

Section 2.6 Owners' General Easements of Enjoyment in and to the Common Elements.

Except as provided in Section 2.7 regarding Specific Use Common Elements and in Section 7.4 with respect to Garage Stall ownership, every Owner shall have a right and easement of ingress and egress and enjoyment in, to, and over the Common Elements (including the recreational facilities and amenities) and Limited Common Element balcony appurtenant to his or her Unit, if applicable, and such easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

a) the right of the Association to limit the number of guests of Owners on the Common Elements;
b) the right of the Association to adopt Rules and Regulations governing the use of the Common Elements;
c) the right, power, and authority of the Association to grant any easement, right-of-way, license, lease, dedication, or similar interest through, over or in the Common Elements;

d) the right of the Association to transfer or convey ownership of the Common Element, or any portion thereof, subject to the prior approval of Members holding at least 67% of the total votes entitled to be cast in the Association;
e) the right of the Association to suspend the voting rights and the right to use of any Common Elements, including any recreational facilities, during any period of any continuing violation of the Governing Documents until such violation is cured, or for a period not to exceed 60 days for individual non-continuing violations of the Governing Documents; provided, however, that suspension of voting and use rights shall be automatic during any period that an Owner is in default in the payment of any Common Expense Assessment;
f) the right of the Association to close portions of the Common Elements for maintenance, repair, replacement, and improvement, and otherwise if it is in the best interest of the Association to do so, subject to any requirements of the Act; and
g) the right of the Association to change use of, add, or remove improvements to the Common Elements.

Section 2.7 Specific Use Common Elements.

By nature of the purpose for which they were designed and built, the following subsections of this Section 2.7 set forth the use, administration, control, and operation of a portion of the Specific Use Common Elements:

a) The laundry rooms located on floors three (3) through twelve (12), as allocated on the map, shall be reserved for the exclusive use of the Managing Agent and residents. The Board shall have authority to regulate the usage of all laundry room related equipment.
b) Seventy-six (76) hotel units located on Residential Unit floors two (2) through five (5), as allocated on the map, shall be reserved for use as rental units to guests of Satellite Condominium owners or others seeking hotel type lodging, with certain hotel units including more than one available room per unit.
c) The Managing Agent shall equip, furnish and maintain these guest rooms at a high standard at all times. He or she shall direct the administration and renting of these rooms and will cause the manager, cashiers, desk clerks, janitors, and other administrative and custodial personnel performing duties as employees of the Satellite to perform like duties as are necessary in the renting of these said guest rooms.
d) The cost of furniture, furnishings, utilities, maintenance, service and additional employees necessary in renting of said guest rooms shall be considered a Common Expense, as well as any other expense attributable to these rooms, and shall be obtained and paid for by the Managing Agent from the Operating Fund.
e) The Managing Agent shall rent said guest rooms at a rate comparable to like facilities in the Colorado Springs, Colorado area. Rent monies collected from these rooms shall be deposited into the Operating Fund and accounted for separately by the Managing Agent. This account shall be duly audited as directed by the Board of Directors but not less than

semi-annually. All of the rent receipts shall be deposited into the Operating Fund to be used for payment of Common Expenses.

Section 2.8 Delegation of Use.

Owners may delegate their right of enjoyment to the Common Element recreational facilities and other Amenities to Owner's family, tenants, invitees, lessees, and guests, subject to Rules and Regulations. If the Owner delegates rights to use the recreational facilities, and other Common Element amenities to tenants or contract purchasers who reside in the Unit, the Owner shall not be entitled to use such facilities and amenities. The Board of Directors shall have the express right to limit Owners' ability to delegate their right to use the recreational amenities of the Community through Rules and Regulations and/or reasonable fees charged for such use.

ARTICLE 3 THE ASSOCIATION

Section 3.1 Membership.

Every person who is an Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Ownership of a Unit shall be the sole qualification for membership. Each Unit, other than the Garage Units, shall be allocated voting rights pursuant to Section 3.5 of this Declaration. Fractional and cumulative voting are prohibited.

Section 3.2 General Purposes and Powers of the Association.

The Association, through its Board of Directors, shall perform functions and manage the Community as provided in the Recitals section of this Declaration. All Owners and any purchaser of a Unit shall be deemed to have assented to, ratified and approved such designations and management. The Association shall have all power necessary or desirable to effectuate such purposes.

Section 3.3 Authority of the Association.

The business affairs of the Community shall be managed by the Association. The Association shall be governed by the Act, to the extent it applies to communities created prior to July 1, 1992, this Declaration, the Map, its Articles of Incorporation and Bylaws, and any Rules and Regulations adopted by the Board of Directors. All corporate or other powers of the Association, unless otherwise specified or expressly reserved to the Members in the Governing Documents, shall be exercised by or under the authority of the Board of Directors, and the business and affairs of the Association shall be managed under the direction of the Board of Directors. The Board of Directors may, by written resolution, delegate authority to a manager or

managing agent for the Association, provided no such delegation shall relieve the Board of final responsibility. The Association may exercise any right or privilege and shall perform all duties and obligations expressly granted or reasonably necessary or implied in the Governing Documents to effect such right or privilege or to satisfy such duty or obligation.

Section 3.4 Managing Agent.

The Association may employ or contract for the services of a Managing Agent to whom the Board may delegate certain powers, functions, or duties of the Association, as provided in the Bylaws of the Association. The agreement shall be by written contract having an unspecified term and shall be subject to cancellation by the Association on 30 days' notice, with or without cause, and without a cancellation fee. The Board shall not be liable for any omission or improper exercise by a managing agent of any duty, power, or function so delegated by written instrument executed by or on behalf of the Board.

Section 3.5 Allocated Interests.

The percentage of ownership interest in the Common Elements, the percentage of liability for Common Expenses, and the votes in the Association allocated to each Unit are set forth in Exhibit B.

Section 3.6 Indemnification.

To the full extent permitted by law, each officer, director or committee member of the Association and other volunteer appointed by the Board of Directors shall be indemnified by the Association against all expenses and liabilities including attorney fees, reasonably incurred by or imposed upon them in any proceeding to which they may be a party, or in which they may become involved, by reason of being or having been an officer, director, committee member or other volunteer of the Association, or any settlements thereof, whether or not they are an officer, director, committee member or other volunteer appointed by the Board of Directors at the time such expenses are incurred, pursuant to the indemnification provisions set forth in the Bylaws and Colorado law.

Section 3.7 Security Disclaimer.

The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve security in the Community; however, each Owner, for himself or herself and his or her tenants, guests, licensees and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security in the Community. Furthermore, the Association does not guarantee that non-residents will not gain access to the Community and commit criminal acts in the Community, nor does the Association guarantee that criminal acts in the Community will not be committed by residents. It

shall be the responsibility of each Owner to protect his or her person and property and all responsibility to provide such security shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide security or the ineffectiveness of measures taken.

Section 3.8 Education and Training.

As a Common Expense, the Association shall, in accordance with the Act, provide education and training opportunities for Owners, residents and occupants, including providing funding and permitting use of facilities for such purposes. The Association shall provide education and training activities as a tool for fostering Owner, resident and occupant awareness of governance, operations and concerns of the Community and of the Association. Appropriate educational topics include dispute or conflict resolution, issues involving the Governing Documents, and education or topics benefitting or contributing to operation or governance of the Community and the rights and responsibilities of Owners and the Association. The Association may also fund and support education and training for officers and directors.

ARTICLE 4 UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 4.1 Number of Units.

The total number of Units presently included in the Community is four-hundred forty-four (444), comprised of two-hundred forty-one (241) Residential Units, fifty-four (54) Commercial Units, twelve (12) Storage Units, one-hundred thirty four (134) Garage Stalls and three (3) Garage Storage Units.

Section 4.2 Unit Boundaries.

a) Residential and Commercial Unit Boundaries. The following are designated as the boundaries of each Residential and Commercial Unit:

    1. the unfinished interior perimeter walls (all lath, furring, wallboard, plasterboard, plaster, wallpaper, paint, paneling, and all other portions and materials constituting the *finished* perimeter walls are part of the Unit);
    2. the unfinished interior perimeter floors (all surface texture, tiles, hardwood, carpet and all other *finished* flooring are part of the Unit);
    3. the unfinished interior perimeter ceilings (all surface texture and all other *finished* ceiling materials are part of the Unit); and
    4. the windows and window frames, doors and door frames of the Unit.

The boundaries, themselves, are the Common Elements. Everything inside the boundaries is part of the Unit. The Unit includes all spaces, fixtures, and improvements lying within the boundaries described above, excluding: (i) any structural components of the building within a Unit, and (ii) utilities passing through the Unit to serve adjacent Units or Common Elements.

b) Storage Units and Garage Units. The boundaries of the Storage Units and Garage Units are set forth on the Map.

Section 4.3 Licensing of Use of Common Elements.

The Association, acting through the Board, may lease or license the use of parts of the Common Elements, on such terms and conditions as determined by the Board, including but not limited to the licensing of use of Common Element parking spaces and storage spaces.

Section 4.4 Limited Common Elements.

The balcony adjoining and associated with any Residential Unit, as the same is shown on the condominium map, is a Limited Common Element to be used exclusively by the Owner of the appurtenant Residential Unit, his or her assigns, guests, and invitees, as part of the Owner's dwelling and for no other purpose.

The balconies adjoining and associated with the Commercial Units on the second floor of Wing "C" are Limited Common Elements to be used exclusively by the Owner of the appurtenant Commercial Unit.

Section 4.5 Mechanic's Liens.

No labor performed and/or materials furnished for use and incorporated into any Unit with the consent or at the request of the Owner thereof, his agent, contractor, or subcontractor, shall be the basis for the filing of a lien against a Unit of any other Owner not expressly consenting to or requesting the same, or against any interest in the Common Elements. Each Owner shall indemnify and hold harmless each of the other Owners and the Association from and against any liability or loss arising from the claim of any mechanic's lien against the Unit of any other Owner, the Common Elements, or any part thereof, for labor performed and/or materials furnished in work on the first Owner's Unit. The Association may pay any sums necessary to eliminate any lien filed against Units not benefitting from the labor and/or materials furnished and the Common Elements on behalf of the other Owners and all sums paid shall be an Individual Assessment against the Owner or Owners for whom the labor and/or materials were furnished.

ARTICLE 5 MAINTENANCE AND SERVICE RESPONSIBILITIES

Section 5.1 Association Maintenance and Service Responsibilities.

a) General. The Board of Directors of the Association shall determine the specifications, scope, extent, nature and parameters of the Association's maintenance and service responsibilities. The Association shall maintain, repair, replace, and improve the items identified as the Association's responsibility in Exhibit C of this Declaration.

b) Maintenance of Common Elements by Owner. Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Elements by an Owner or occupant, which is the responsibility of the Association hereunder, shall not be performed by an Owner or occupant unless expressly permitted by the Board. Should the Owner or occupant perform such work without Board approval, the Owner or occupant shall not be entitled to reimbursement from the Association. And, should the Association incur any costs or expenses due to the Owner's unapproved work, the Association may hold such Owner liable for any such costs and expenses.

c) Association Discretion. The Association may, in its sole discretion, assume the obligation for maintenance or repair of additional property, either real or personal, that is outside its responsibilities as designated in this Article 5 and in Exhibit C. The Association shall have the right to assume such obligation even if the obligation currently lies with Owners or other entities, provided however, the Association shall provide Owners with 15 days prior written notice of any such change. The Association, in its sole discretion, shall determine the time and manner in which any maintenance, whether required or assumed, shall be performed as well as the color and/or type of materials used.

d) Damage to Unit by Association. The Association shall repair incidental damage to any Unit resulting from performance of work which is the responsibility of the Association. The Association will perform such repairs so as to restore the area as close as practicable to the condition existing prior to the damage. Such repair and subsequent cleaning shall be performed based on a reasonableness standard. In performing its responsibilities hereunder, the Association shall have the authority to delegate to such persons, firms or corporations of its choice, such duties as are approved by the Board of Directors.

e) Liability of Association.

1. The Association shall not be liable for injury or damage to person or property caused by or resulting from any water, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any device, pipe, drain, conduit, appliance

or equipment which the Association is responsible to maintain hereunder, except:

i) for injuries or damages arising after the Owner of a Unit has put the Association on written notice of a specific leak or flow from any portion of the Common Elements or device, pipe, drain, conduit, appliance or equipment for which the Association has a maintenance responsibility; and
ii) only if the Association has failed to exercise due care to correct the leak or flow within a reasonable time thereafter.

2. The Association shall not be liable to the Owner of any Unit or such Owner's occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements.

3. The Association shall not be liable to any Owner, or any Owner's occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Section where such damage or injury is caused by an act of God, is not foreseeable or is not a natural result of the Association's failure to discharge its responsibilities

4. No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 5.2 Owners' Maintenance Responsibility.

Except as otherwise provided in this Declaration, each Owner shall have the obligation to maintain, repair, replace, and improve all items identified as the Owner's responsibility in Exhibit C of this Declaration.

Section 5.3 Owner Responsibilities.

Each Owner shall have the responsibility to:

a) perform his or her maintenance responsibility in such manner so as not to unreasonably disturb or put at risk other persons in Units, other Unit, or the Common Elements;
b) promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible; and
c) pay for the cost of repairing, replacing or cleaning up any item which is the responsibility

of the Owner but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Owner, his or her family, tenants, guests, with the cost thereof to be added to and become part of the Owner's next chargeable Assessment.

An Owner shall be liable for all injuries or damages to person or property caused by or resulting from the Owner's maintenance or lack of maintenance of the Unit or any appurtenant Limited Common Element.

Section 5.4 Mold.

Each Owner shall be required to take necessary measures to retard and prevent mold from accumulating in the Residential, Commercial or Storage Unit, including but not limited to appropriate climate control, removal of visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces and cleaning of the same. No Owner shall block or cover any heating, ventilation or air conditioning ducts.

Owners shall immediately notify the Board in writing of the following: (a) any evidence of water leaks, water infiltration or excessive moisture in a Unit; (b) any evidence of mold that cannot be removed by the Owner with a common household cleaner; (c) any failure or malfunction in heating, ventilation or air conditioning; (d) any inoperable doors, windows, heating, ventilation or air conditioning ducts. The receipt of notice by the Association shall not create any additional Association maintenance responsibility other than those set forth in this Declaration.

An Owner shall be responsible for any damage to his or her Unit and personal property, to any other Unit or the Common Elements, as well as any injury to the Owner or occupants resulting from the Owner's failure to comply with this section. Owners shall be responsible for all costs and expenses incurred by the Board to remove mold and/or damage within his or her Unit, to any other Unit or to the Common Elements if the Owner fails to meet the requirements of this Section.

Section 5.5 Bed Bugs, Insect and Vermin Infestations.

Each Owner shall be required to take necessary measures, as determined in the sole discretion of the Board of Directors, to retard and prevent insect and vermin infestations, including but not limited to, bedbugs, rodents, termites, lice, cockroaches, mice, and rats from accumulating in the Unit. Owners shall immediately notify the Board in writing of the following: (a) any evidence of an insect and/or vermin infestation in a Unit; and (b) all steps taken to remove insects and vermin in a Unit.

Owners shall be responsible for treatment and removal of insect and/or vermin infestations immediately upon the discovery of the same. The receipt of notice of an insects and/or vermin infestation in a Unit by the Association shall not create any additional Association maintenance responsibility other than those set forth in this Declaration. Owners must provide written confirmation to the Association that all insect and/or vermin infestations have been removed from the Unit upon completion of the remediation process and must provide evidence and documentation to the Association of such removal.

Failure by any Owner to comply with this Section shall entitle the Association to perform all necessary remediation and collect any amounts expended for such remediation as an Assessment. Owners shall be responsible for any damages to their Units, personal property, to any other Units, or the Common Elements, as well as any injury to residents and guests resulting from the Owner's failure to comply with this Section. Any fees or costs incurred by the Association or other Owners as a result of violation of this Section shall be the obligation of the infested Unit's Owner to pay.

Section 5.6 Inspection, Repair and Replacement of Designated Owner Maintenance Components.

The Association shall have the right, but not the obligation, to conduct a periodic inspection, with notice, on a schedule to be determined by the Board of Directors, of designated Owner maintenance components as may be set forth in the Rules and Regulations. If, in the Board of Directors' sole discretion, the component needs to be maintained, repaired or replaced, the Association may provide such maintenance, repair or replacement (even though such component may be the Owner's responsibility) and the cost of such periodic inspection, maintenance, repair or replacement may be assessed against the Owner of the Unit served by such component pursuant to the following Section of this Declaration.

Section 5.7 Failure to Maintain.

If the Association determines that any Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair, or replacement of items of which he or she is responsible hereunder, then, except in the case of an emergency, the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Association.

Unless the Association determines that an emergency exists, the Owner shall have 10 days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within 10 days. If the Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the

demand given by the Association as provided in this Section; then the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be added to and become a part of the Assessment to which such Owner is subject, shall become and be a lien against the Unit, and shall be collected as provided in this Declaration for the collection of Assessments.

If the Board determines that the need for maintenance or repair is a Common Expense and is caused through the willful or negligent act of any Owner, or occupant or their family, guests, lessees, or invitees, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner's or occupant's Unit, shall become a lien against the Unit, and shall be collected as provided in this Declaration for the collection of Assessments.

ARTICLE 6 ASSESSMENTS

Section 6.1 Creation of Association Lien and Personal Obligation to Pay Assessments.

Each Owner, by acceptance of a deed for a Unit, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual Common Expense Assessments, and such other Assessments as imposed by the Association. The annual Common Expense Assessments are levied on a monthly basis (or such other frequency as may be determined by the Board of Directors).

Such Assessments, including fees, charges, late fees, attorney fees, fines and interest charged by the Association and additional fees charged by the managing agent, including but not limited to, administration and witness fees, and/or any other charges that may be assessed and/or levied or may be agreed to in the process of collecting past due Assessments, including but not limited to, credit card convenience fees from whatever source, shall be the personal obligation of the Owner of such Unit at the time when the Assessment or other charges became or fell due.

The annual Common Expense Assessment and such other Assessments as imposed by the Association, including fees, charges, late fees, attorney fees, fines and interest charged by the Association, shall be a charge on each Unit and shall be a continuing lien upon the Unit against which each such Assessment or charge is made.

If any Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due. The personal obligation to pay any past due sums due the Association shall not pass to a successor in title unless expressly assumed by them. No Owner may become exempt from liability for payment of the Common Expense Assessments by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the Common Expense Assessments are made.

All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or

reduction thereof shall be permitted by any reason including, without limitation, any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration.

Except as provided in this Declaration, all Common Expense Assessments shall be assessed against all Units pro rata according to each Owner's fractional interest in and to the Common Elements, as set forth in Exhibit B of this Declaration.

Section 6.2 Basis of Assessments.

The Common Expense Assessment may be made on an annual basis against all Units and shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such Assessment year.

Section 6.3 Annual Assessment.

The budget for annual Assessments shall be submitted to the Owners for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws. The budget may be vetoed by votes of Owners representing sixty-seven percent (67%) of the total Association vote. Common Expense Assessments shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board of Directors. The omission or failure of the Board of Directors to levy the Assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay.

Section 6.4 Special Assessments.

In addition to other authorized Assessments, the Association may levy Special Assessments from time to time to cover previously unbudgeted expenses or expenses in excess of those budgeted, including, without limitation, the costs of any construction, restoration, or unbudgeted repairs or replacements of capital improvements that are not covered by the general reserve fund. The proposed Special Assessment shall be submitted to the Owners for an opportunity to veto pursuant to Section 303(4) of the Act and as set forth in the Bylaws.

If the Special Assessment to be proposed is to be levied against all Units, then the proposed Special Assessment will be deemed approved unless Owners representing at least sixty-seven percent (67%) of the total votes of the Association, either in person or by proxy, veto the Special Assessment at a meeting called for such purpose. Any such approved Special Assessment shall be allocated against all Units pro rata according to each Owner's fractional interest in and to the Common Elements, as set forth in Exhibit B of this Declaration.

If the Special Assessment to be proposed is to be levied against less than all Units, such as only Owners of Residential Units or only Owners of Garage Units, then the proposed Special

Assessment will be deemed approved unless Owners representing at least sixty-seven percent (67%) of the votes of those Units against which the Special Assessment will be levied, either in person or by proxy, veto the Special Assessment at a meeting called for such purpose. Any such approved Special Assessment shall be allocated against the relevant Units.

Special Assessments may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall have the right to require that Special Assessments be paid in advance of the provision of the subject services or materials.

Section 6.5 Supplemental Assessments.

The Association shall have the right to add to any Owner's Assessment as provided in this Article the following:

a) Those amounts expended by the Association for the benefit of any individual Unit or any occupant thereof, including but not limited to: Unit insurance; maintenance, repair, replacement or improvement specific to a Unit; maintenance, repair, replacement or improvement caused by the negligent or willful acts of any Owner, his or her guest, employee, licensee, lessee or invitee as set forth in this Declaration;
b) Those amounts expended by the Association for the benefit of, or otherwise related to, less than all Units, including but not limited to expenses solely related to Residential Units, Commercial Units, Storage Units, or Garage Units.
c) Any extraordinary maintenance, repair, improvement and replacement costs of any area which the Association maintains required on fewer than all the Units;
d) Any extraordinary insurance costs incurred as a result of the value of a particular Owner's Unit or the actions of an Owner (or his agents, guests, licensees, invitees or lessees);
e) All fines and costs assessed against an Owner pursuant to the Governing Documents; and
f) Any other expenditures or charges which the Board, in its sole discretion, chooses to allocate to a Unit and are reasonably determined to be allocable to a particular Unit.

Section 6.6 Working Capital.

Upon the sale of each Unit a non-refundable contribution shall be made to the Association in an amount equal to three months' worth of the then current installments of the annual Common Expense Assessments. This contribution shall be collected and transferred to the Association at the time of closing of the sale of the Unit and shall be used for the benefit of the Association, including, without limitation, to meet unforeseen expenditures or to purchase equipment, property or services. Such contribution to the working capital fund shall not relieve an Owner from making regular payments of Assessments as the same become due. No refund shall be due to any Owner for such payment.

Section 6.7 Application of Payments.

All sums collected on a delinquent account referred to an attorney shall be remitted to the Association's attorney until the account is brought current. All payments received on an account of any Owner or the Owner's Unit shall be applied first to the payment of any delinquent Assessments, then to payment of any and all legal fees and costs (including attorney fees), expenses of enforcement and collection, late fees, returned check fees, lien fees and other costs owing or incurred with respect to such Owner pursuant to the Governing Documents.

Section 6.8 Effect of Non-Payment of Assessments.

a) Any Assessment, charge or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within twenty (20) days after the due date thereof, as established by the Board of Directors, shall bear interest at the rate established by the Board of Directors, on a per annum basis to accrue monthly, from the due date, and the Association may assess a reasonable late fee(s) thereon, as determined by the Board of Directors.
b) Failure to make payment within sixty (60) days of the due date thereof shall cause the total amount of such Owner's Common Expense Assessment for the remainder of that fiscal year to become immediately due and payable at the option of the Board. The Board may, in its discretion, decelerate the Member's annual Assessment.
c) Further, subject to the Act, the Association may foreclose its lien and/or bring an action at law or in equity, or all of the same, against any Owner personally obligated to pay such overdue Assessments, charges or fees, or monthly or other installments thereof. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid Assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving the Association's lien therefor. Likewise, the obtaining of a money judgment shall not preclude the foreclosure of the Association's lien so long as the judgment remains unsatisfied.
d) Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent Assessment, charges or fees, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Unit at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, vote the Association votes appurtenant to ownership thereof, convey or otherwise deal with the same. If a foreclosure action is filed to foreclose any Assessment lien, and an Owner abandons or leaves vacant his or her Unit, the Board may take possession and rent said Unit or apply for the appointment of a receiver for the Unit without prior notice to the Owner. The rights of the Association shall be expressly subordinate to the rights of any holder of a first lien security interest as set forth in its deed of trust or mortgage (including any

assignment of rents), to the extent permitted under the Act.

Section 6.9 Lien Priority.

The lien of the Association under this Section is prior to all other liens and encumbrances on a Unit except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) a first lien security interest on the Unit (except as allowed by the Act with regard to the limited lien priority allowed to the Association); and (3) liens for real estate taxes and other governmental assessments or charges against the Unit. This Section does not affect the priority of mechanics' or materialmen's liens. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. Sale or transfer of any Unit shall not affect the lien for said Assessments or charges except that sale or transfer of any Unit pursuant to foreclosure of any first lien security interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of Assessment charges as provided by applicable state law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Unit from continuing liability for any Assessment charges thereafter becoming due, nor from the lien thereof.

Section 6.10 Borrowing.

The Association shall have the power to borrow funds and assign its right to future income, including the right to assign its right to receive Common Expense Assessments, as security for said loan.

ARTICLE 7 COVENANTS AND RESTRICTIONS

All Property within the Community shall be held, used and enjoyed subject to the following limitations and restrictions. The strict application of the following limitations and restrictions in any specific case may be modified or waived, in whole or in part, by the Board of Directors or by an appropriate committee (subject to acceptance by the Board of Directors) if such strict application would be unreasonable or unduly harsh under the circumstances or is inconsistent with applicable law. Any such modification or waiver must be in writing.

Section 7.1 Nuisances.

The Owner of a Unit shall not use the same for any purpose which will injure the reputation of the building or premises. Such owner shall not suffer anything to be done or kept in said Unit or elsewhere on the premises which will jeopardize the soundness of the building or premises, or which will interfere with or unreasonably disturb the rights of other Owners, or which will obstruct the public halls or stairways of the building, or which will reduce the value of the

premises or impair any easement, or which may unreasonably interfere with the peaceful enjoyment or possession or the proper use of a Unit or Common Element, or any portion of the Community, all of which shall be considered a nuisance. The term "nuisance" may be further defined in the Rules and Regulations.

Section 7.2 Commercial Unit Use Restrictions and Modifications.

Certain Units are designed for and are authorized to be used for conducting business. Such Units are shown on the Map as "Commercial Units" and are likewise so designated in Exhibit B to this Declaration. The Owners of the following Commercial Units shall use such Units as follows:

a) The Owner(s) of the Commercial Units located on the first floor, as allocated on Maps M-1 and Supplemental Map M1-S to Map M1, and on the lower level, as allocated on Map B-1 and Supplemental Map B1-S to Map B1, shall use such Commercial Units for office purposes, the sale of food, refreshments, services, or any other commercial undertaking similar to the foregoing and all as permitted by law.

b) The Owner(s) of the Commercial Units C-201 through C-208, as allocated on Map No. 1, and Commercial Unit No. 1400, as allocated on Map No. 13, shall use such Commercial Units for office use. Said Units may be utilized for retail purposes, provided that the business to be conducted is authorized by zoning and all as permitted by law.

The Owner(s) of Commercial Units No.C-201 through C-208 shall be permitted to change, remodel, alter or otherwise improve the area within the perimeter walls of said Commercial Units, as shown on Map No. 1, for occupancy as Residential Units; provided that (1) said change and improvements to be constructed is in full compliance with applicable laws, ordinances and regulations, including building and fire codes, (2) the plans and specification of said improvements be approved by the Association pursuant to the procedures and requirements set forth in Article 8, (3) said improvements be made at the sole cost and expense of such Owner and (4) providing such owner protect and hold harmless the other Units and their Owners and all mortgagees of such Units, the Common Elements, and the premises from liens of any kind of character which may arise for labor performed or materials furnished in connection with such utilization, including the carrying of such insurance in such amount as required, conditioned to protect the aforementioned interests and to indemnify said interest against all actions, suits, damages and claims by whomsoever brought or made by reason of said utilization.

The Owner(s) of Commercial Units shall be permitted to improve, remodel, alter the interior or otherwise utilize the area within the perimeter walls as may be required to accommodate the business conducted therein under the conditions and provisions set forth in the above paragraph.

Section 7.3 Prohibited Uses.

Notwithstanding Section 7.2 and any other provision of this Declaration, Units may not be used for any purpose that is not permitted by Colorado Springs.

Section 7.4 Garage Stall Ownership.

Only an Owner of a Residential Unit or Commercial Unit may own one or more Garage Stalls; provided, however, the Association may own one Garage Stalls without owning a Residential Unit or Commercial Unit. No Owner shall sell, convey, or otherwise transfer a Garage Stall to another person or entity who is not also an Owner of a Residential or Commercial Unit (or will become an Owner of such Unit in conjunction with becoming an Owner of the Garage Stall). This restriction shall be enforceable by the Association, at its discretion, by means of an action for injunction to restrain the proposed transfer or acquisition, or to require an Owner who has violated this restriction to divest any interest in the Garage Stall so acquired.

The restriction on sale or acquisition of a Garage Stall without concurrent ownership of a Residential or Commercial Unit shall not apply to a mortgagee acquiring title to a Garage Stall subject to a mortgage by foreclosure or deed in lieu of foreclosure.

Notwithstanding the foregoing, should an Owner acquire one or more Garage Stalls without also owning a Residential or Commercial Unit, and should the Association decide not to enforce this restriction against the Owner, then the Owner shall be subject to all covenants, conditions and restrictions of this Declaration applicable to Garage Stall Owners, including the obligation to pay Assessments pursuant to Article 6. Furthermore, such Owner shall only be entitled to use the Common Elements associated with the Parking Garage and ingress to and egress from the Parking Garage, and shall have no right to use or enjoy any of the other Common Elements within the Community.

Section 7.5 Residential Unit Use/ Occupancy.

All Residential Units within the Community shall be used only for those uses and/or purposes permitted by this Declaration, subject to any Rules and Regulations adopted by the Association. Residential Units shall not be used for any purpose other than a residential dwelling except as set forth in this Section and expressly permitted in this Declaration. Home-based businesses shall be allowed so long as the home-based business is incidental and secondary to the use of the Residential Unit, does not change the residential character thereof, complies with local zoning ordinances and regulations, complies with this Declaration, and complies with any additional reasonable rules and regulations adopted by the Board pursuant to the Act concerning architectural control, parking, landscaping, noise, nuisance or other matters concerning the operation of a home-based business.

Uses which have one or more of the following characteristics are not permitted: (a) heavy manufacturing or fabrication of any kind; (b) storage of hazardous materials; (c) increased traffic or parked vehicles beyond that reasonable and customary to a residential dwelling use; and (d) permanent or long-term parking of heavy equipment, including semi-trailers.

Section 7.6 Restrictions on Animals and Pets.

No animal, bird, or other household pet (collectively "Animals") will be allowed in or on the premises of the Satellite Community, without approval of the Board of Directors in each and every case. Board approval will be in accordance with "Rules and Regulations" published from time to time by the Board. All Animals must be registered with the Board with proper documentation and proof of vaccinations, if applicable. The following Animals are prohibited within the Satellite Community: reptiles, rodents, vermin, pigs.

No resident shall maintain or keep any Animal which, in the discretion of the Board, is a nuisance or a danger to the Owners, management staff or occupants in the Community, which may be further defined in the Rules and Regulations. An Animal may be deemed a nuisance or a danger due to excessive barking, instances of biting, or not being under the control of the Owner. If an Animal is deemed a nuisance by the Association, the resident having control of the Animal shall be given a written notice to correct the problem and if not corrected, that resident will be required to remove the Animal from the Community pursuant to, and in accordance with, any dispute resolution procedures as may be set forth in this Declaration or the Rules and Regulations, if any.

Animals may not be kept for any commercial purposes. Animals are not permitted in the recreational areas or other Common Element Amenities. When outside of the Residential Unit, Animals must be on a leash and/or under control. Feces left by Animals must be removed promptly by the owner of the Animal or the person responsible for the Animal. Animals shall not be allowed to defecate or urinate on any balcony in the Community. Owners shall hold the Association harmless from any claim resulting from any action of their Animals or the Animals of their tenants, guests or other invitees.

Section 7.7 Antennae.

"Permitted Antennas" are defined as (a) an antenna which is less than one meter in diameter and is used to receive direct broadcast satellite service, including direct-to-home satellite services, or is used to receive or transmit fixed wireless signals via satellite; (b) an antenna which is less than one meter in diameter and is used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instruction television fixed services, and local multipoint distribution services or is used to receive or transmit fixed wireless signals other than via satellite; (c) an antenna which is designed to receive or broadcast television broadcast signals; or (d) other antennas which are expressly

permitted under applicable federal statutes or regulations. In the event a Permitted Antenna is no longer expressly permitted under applicable federal statutes or regulations, such antenna will no longer be a Permitted Antenna for purposes of this Section.

Permitted Antennas shall be installed in the least conspicuous location available on the Unit or Limited Common Elements which permits acceptable signals, without unreasonable delay or increase in the cost of installation, maintenance or use of the Permitted Antenna. The Association may adopt rules regarding location and installation of Permitted Antennas, subject to limitations of applicable federal law.

Except as allowed by federal statutes and regulation as a Permitted Antenna, no exterior television or any other antennae, microwave dish, satellite dish, satellite antenna, satellite earth station or similar device of any type shall be erected, installed or maintained on a Unit or Limited Common Element.

Section 7.8 Parking, Storage, and Repairs.

a) Parking anywhere in the Community, including the Common Element open parking spaces, the Parking Garage, and anywhere else in the Community, shall be regulated by the Association. The Board may adopt Rules and Regulations regarding parking in the Community, which may clarify, be in addition to, and supplement the parking restrictions in this Section. Except as stated herein or as may be permitted in the Rules and Regulations, all parking spaces, including those in the Parking Garage, are restricted to use as a parking space for vehicles.

b) All Common Element parking spaces shall be used by the Owners or occupants for, self-service parking purposes on a "first come, first served" basis, subject to rules and regulations that may be established for parking.

c) Except as provided below, the following may not be parked or stored within the Community unless authorized in writing by the Association or allowed by the Act as an "emergency vehicle": oversized vehicles, commercial vehicles, and any vehicle that has a height of more than 6' 4", all of which may be clarified further in the Rules and Regulations. The foregoing may be parked as a temporary expedience for loading, delivery of goods or services, or emergency; provided, however, overnight parking is prohibited. This restriction shall not apply to trucks or other commercial vehicles temporarily located within the Community which are necessary for construction or for the maintenance of the Common Elements, Units, or any improvement located thereon.

   Notwithstanding the above, an Owner of a Residential Unit who occupies said Unit shall be permitted to park a recreational vehicle (motorhome, travel trailer, boat, cargo trailer) within the Community on a first-come, first-serve basis, subject to rules and regulations

that may be established for parking. Said rules and regulations may include a registration/permit system in order to monitor and enforce this Section.

d) No abandoned, unlicensed or inoperable automobiles or vehicles of any kind shall be stored or parked within the Community. An "abandoned or inoperable vehicle" may be defined in the Rules and Regulations of the Association.

e) No motor vehicle may impede the safe and efficient use of drives and parking areas within the Community by residents, obstruct emergency access to/from the Community, or interfere with the reasonable needs of other residents or patrons to use the streets or park within the Community.

f) No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle may be performed anywhere in the Community.

g) Parking in fire lanes (as designated by the Association or as designated by local government or a local fire protection authority) shall not be permitted.

h) Garage Stalls

1. Except as otherwise provided herein, Garage Stalls shall be used for parking of automobiles or other vehicles only, the width of which shall not be wider than automobiles of the larger makes.
2. Garage Unit GW-149, G-52, B7A-21 shall be used as storage or a workshop.
3. No items such as tires, cans, bicycles, lumber, walls, benches, boxes, suitcases, trunks, and other objects shall be placed, constructed or stored in a Garage Stall, except as otherwise provided herein or in the Rules and Regulations.
4. No car or object attached thereto shall protrude into the Common Element areas of the Parking Garage.
5. Wheel stops may be installed at a point inside the boundaries of various Garage stalls which would prevent vehicles from hitting structures or protruding into the Common Element areas or into another Garage Stall. Any other barrier of any type is prohibited.
6. Encroachments and utility easements are hereby provided for in the same degree and manner as provided for in this Declaration for other Units.
7. Ownership of a Garage Stall entitles the Owner to the use of the Common Elements of the Parking Garage only, and ingress and egress to the Parking Garage, and not to the use of other Common Elements of the Association unless the Owner is also the Owner of a Residential or Commercial Unit.

i) If any vehicle is parked on any portion of the Community in violation of this Section or

in violation of the Association's Rules and Regulations, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after 72 hours (or such other reasonable notice, depending on the violation) the vehicle may be towed or booted. The notice shall include the name and telephone number of a person to contact regarding the alleged violation, and shall comply with applicable laws related to towing from a common interest community.

If 72 hours (or such other reasonable timeframe as stated on the notice) after such notice is placed on the vehicle the violation continues, the vehicle may be towed or booted in accordance with the notice, without further notice to the vehicle owner or user, and the owner thereof shall be solely responsible for all towing and storage charges.

j) If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or occupant's Garage Stall, is obstructing the flow of traffic, is parked in a space which has been assigned as exclusively serving another Unit, or is otherwise parked in a manner that allows for immediate towing under applicable Colorado law, no notice shall be required and the vehicle may be towed or booted immediately.

k) If a vehicle is towed or booted in accordance with this Section, neither the Association nor any officer or agent of the Association shall be liable to any person for towing and storage costs or for any claim of damage as a result of the towing or booting activity. The Association's right to tow or boot is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. Notwithstanding anything to the contrary in this Section, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

Section 7.9 No Annoying Lights, Sounds or Odors.

No light shall be emitted from any portion of the Community which is unreasonably bright or causes unreasonable glare, and no sound or odor shall be emitted from any portion of the Community which would reasonably be found by others to be noxious or offensive as further defined in the Rules and Regulations. Without limiting the generality of the foregoing, no exterior spot lights, searchlights, speakers, horns, whistles, bells or other light or sound devices shall be located or used on any portion of the Community except with the prior written approval of the Association.

Section 7.10 Compliance with Insurance Requirements.

Except as may be approved in writing by the Association, nothing shall be done or kept on the Community which may result in a material increase in the rates of insurance or would result in the cancellation of any insurance maintained by the Association.

Section 7.11 Restriction on Signs and Flags.

Signs and flags bearing "commercial" messages, as the term may be defined in the Rules and Regulations, are prohibited from being erected or installed anywhere in the Community, including the Units or Common Elements, except such commercial sign or flag as may be approved in writing by the Association. For sale and for rent signs and flags are considered commercial in nature and are prohibited in the Community.

Signs and flags that do not bear commercial messages are permitted in the Unit, Unit window, and, with respect to flags only, on the balcony, pursuant to content-neutral Rules and Regulations regarding size, number, location and other objective factors, which may be adopted by the Board.

Section 7.12 Prohibition of Marijuana Distribution and Growing.

No Owner or occupant of a Unit may utilize such Unit for the purpose of growing or distributing marijuana. This prohibition may further be clarified by the Board of Directors through Rules and Regulations. Owners will be responsible for any damage resulting from a violation of this restriction, including but not limited to increased water and utility charges.

Section 7.13 Smoking Prohibition.

a) Definitions. For the purposes of this Section, the following terms shall be defined as follows:

   1. "Smoking" shall mean and include the inhaling, exhaling, burning or carrying of any lighted cigarette, cigar, vaping, e-cigarette or other tobacco product, marijuana or any other legal or illegal substance.
   2. "Business Invitee" shall mean and include, but not be limited to, any contractor, agent, household worker or other person hired by the Owner, tenant or resident to provide a service or product to the Owner, tenant or resident.

b) Smoking Prohibition. No Owner, guest, family member, tenant, resident, business invitee or visitor shall smoke cigarettes, cigars, other tobacco products and/or any other legal or illegal substance on the Common Elements, excluding Limited Common Element balconies.

c) Disclosure Requirement. Any Owner who rents his or her Unit or otherwise allows someone other than the Owner to reside within or occupy the Unit shall disclose to all persons residing within the Unit that smoking is prohibited on all Common Elements prior to their residency or occupancy, excluding Limited Common Element balconies.

Section 7.14 Trash Removal Restriction.

No garbage, refuse, rubbish, trash, or cuttings shall be maintained outside the Unit in an exposed or unsightly manner and must be deposited and handled in accordance with the Rules and Regulations.

Section 7.15 Hoarding and Similar Activity.

No Owner or occupant of a Unit may engage in hoarding, creating conditions conducive to indoor fires, allowing Units to fall into a state of disrepair to the point that rodents or other pests enter, or any other conditions which could cause damage or harm to other Units in the Community.

Section 7.16 Washers are Prohibited.

Except in connection with the hotel, washers are prohibited from being installed or maintained within any Unit (Commercial or Residential). Any washers currently installed in a Unit shall be removed from the Unit within 90 days of the recording of this Declaration.

If the Association determines that any Owner has failed or refused to remove a washer within 90 days of recording this Declaration, then the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to enter into the Unit and remove the washer at the Owner's cost and expense. Any such costs shall be added to and become a part of the Assessment to which such Owner is subject, shall become and be a lien against the Unit, and shall be collected as provided in this Declaration for the collection of Assessments.

Section 7.17 No Restrictions on Mortgaging of a Unit.

There are no restrictions on the right of the Owners to mortgage or otherwise encumber their Unit. There is no requirement for the use of a specific lending institution or particular type of lender.

Section 7.18 Map Restrictions.

The restrictions, if any, included on the Map for the Property are incorporated herein by this reference.

Section 7.19 Rules and Regulations.

In furtherance of the provisions of this Declaration and the general plan, Rules and Regulations concerning and governing the Community or any portion thereof, including the Limited

Common Elements and Units, may be adopted, amended, or repealed from time-to-time by the Board of Directors. The Board of Directors may establish and enforce penalties for the infraction thereof.

Section 7.20 Compliance with Other Laws.

All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Community or a portion thereof shall be observed, including but not limited to building codes, permits, safety, fire and operational ordinances as applicable to the Parking Garage.

Section 7.21 Compliance with Governing Documents.

Each Owner shall comply strictly with the provisions of this Declaration, the Articles of Incorporation, Bylaws, and the Rules and Regulations of the Association, as amended.

Section 7.22 Use of the Words "Satellite Apartment Building," "Satellite Condominiums Inc." and "Satellite Hotel."

No resident or Owner shall use the words "Satellite Apartment Building," "Satellite Condominiums Inc.," "Satellite Hotel," or the logo of the Community or Association, if any, or any derivative thereof, in connection with any goods, materials or services, the use of which is likely to cause confusion, mistake or deception as to the source or origin of such goods, materials or services, without the prior written consent of the Association.

ARTICLE 8 MODIFICATIONS TO UNITS AND COMMON ELEMENTS

Section 8.1 Establishment of the Committee.

The Board of Directors may create an Architectural Review Committee ("Committee"), consisting of a minimum of three members appointed by the Board of Directors. In the event the Board decides not to establish such Committee, the Board shall perform all duties of the Committee as provided in this Article and the Governing Documents of the Association. The Board shall have the authority to remove any members of the Committee at their sole discretion.

Section 8.2 Modification of Common Elements

Unless otherwise permitted in this Article or otherwise in the Declaration or Rules and Regulations, no portion of the Common Elements, including the Limited Common Elements, shall be added to, removed from, installed or constructed on, or otherwise modified in any way, without obtaining prior written approval by the Board of Directors, which approval may be rejected outright and/or conditioned upon certain terms, within the discretion of the Board. This

includes any such modification to Common Elements that may be located on the interior of the Unit or appurtenant to any Unit.

Furthermore, there shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written approval of the Board.

The Board of Directors may make changes to the Common Elements; however, any major changes shall require the affirmative vote of 51% of the total votes in the Association. Whether a change is a "major" one shall be determined by the Board of Directors, which shall take into consideration whether the change is a structural one and the ultimate cost of the project.

Section 8.3 Alterations of Units and Appurtenant Common Elements.

Subject to the provisions of this Section, Owners shall have the right to make the following alterations to their Units and Appurtenant Common Elements:

a) Interiors. An Owner has the right to make any improvements or alterations to the interior of his or her Unit as provided for in this Article.

b) Decoration of Unit. An Owner has the right to decorate his or her Unit as he or she should so determine; provided, however, that to the extent such decoration (including but not limited to window coverings) is visible from the exterior of any Unit and detracts, in the reasonable judgment of the Committee, from the aesthetic or architectural integrity of the Community, the Owner may be required to undertake such reasonable measures as the Committee may determine to eliminate such detraction.

c) Nonstructural and Structural Interior Alterations. An Owner has the right to move, remove, alter or change any interior, nonstructural wall or partition, or change the use and/or designation of any room within his or her Unit; provided, however, that such change shall not affect the structural integrity of the Community or mechanical or utility systems of the Community.

   No structural alterations to any Unit or any appurtenant Common or Limited Common Element shall be done by any Owner, without the prior written approval of the Committee.

d) No Splitting of Residential Units. Residential Units may not be split in the Community at any time.

e) Exterior Changes. No exterior change, addition, or other improvement shall be made to the exterior of any Unit, whether a Residential, Commercial, Storage or Garage Unit, without prior written approval of the Committee. This includes construction to or

removal from the exterior of the Unit (i.e., shutters, awnings, burglar bars, etc.), modification to the Limited Common Element balconies, and other modifications to the exterior of the Unit (i.e., painting, attaching of decals or other decoration on any exterior part or surface of any Unit, or on the interior surface of any window, etc.).

Holiday decorations and holiday displays are permitted, subject to the Committee's discretion and pursuant to the Rules and Regulations.

f) Enclosure of Limited Common Element Balconies. Enclosure of a Limited Common Element balcony is prohibited.

g) General Restriction. The alterations and modifications permitted above cannot impair the structural integrity, electrical systems, mechanical systems, utilities, or lessen the support of any portion of the Community.

h) Application and Approval Requirements. Unless an exception from requiring Committee approval is set forth in this Article, this Declaration, or any architectural guidelines adopted pursuant to Section 8 below, all changes allowed for under the above authority may only be made by the Owners of those Units, as applicant, after application to and approval by the Committee. The application and approval process shall include at least the following:

1. Signatures. The signatures of all of the Owners of the Units that are proposed to have changes must be on the application;

2. Representations. The Owners must represent and warrant that the proposed modifications do not affect the structural integrity, electrical systems, mechanical systems, utilities, lessen the support of any portion of the Community or violate any of the provisions of this Article;

3. Contents of the Application. The application must contain at least the following:

i) evidence sufficient to the Committee that the applicant has complied with and/or will comply with all local rules and ordinances and that the proposed changes do not violate the terms of any document evidencing a security interest of a lender in any of the applicant's Units;

ii) all necessary and proper permits and approvals from the appropriate governmental authorities have been or will be obtained;

iii) proof that the contractor(s) of the Owner is/are licensed and adequately insured; and

iv) such other information as may be reasonably requested by the Committee.

4. Agreement May Be Required. The Committee may require the Owner's written agreement (in the form required by the Association) providing for the following:

i) for the Owner to be responsible, now and/or in the future, for any structural deficiencies or problems, electrical deficiencies or problems, mechanical structural integrity, electrical systems, utility or mechanical deficiencies or problems or problems associated with a lessening of support of any portion of the Community, or for violations of any of the provisions of this Article, all as may reasonably be determined by the Committee;

ii) for the Owner's agreement to be responsible for ongoing maintenance, repair, replacement and improvement of any or all of the proposed additions/modifications of the Owner. The Committee may require Owners to be responsible for all or some of the maintenance, repair, replacement and improvement of the proposed modifications;

iii) for the Owner's payment of the fees and costs of the Committee, together with a deposit against fees and costs which the Committee will incur in reviewing and effectuating the application, in an amount reasonably estimated by the Committee, in advance of any billing for costs and expenses of the Committee;

iv) for reasonable advance notice by the Owner for the work to be performed, from the Owner or from the Owner's contractor; and

v) satisfaction of all conditions as may be reasonably imposed by the Committee.

Section 8.4 Maintenance Responsibilities.

For all modifications made to a Unit or Common Element, including a Limited Common Element, by an Owner, whether made under the authority and with the approvals under this Article, or whether made previously or without approvals required under this Article, the Owner shall be responsible for maintenance, repair and replacement of all modifications unless the Association expressly assumes any of those responsibilities in writing.

Section 8.5 Acknowledgment of Owners.

Owners acknowledge, accept and agree to the following:

a) Owners will not commence construction or installation of an improvement until they

have submitted improvement plans and specifications and received written approval from the Committee;

b) Owners shall immediately comply with any request by the Committee for additional information relating to an improvement prior to the Committee's approval of a request and/or prior to the completion of an improvement. Failure to comply with such a request by an Owner shall result in the withdrawal of Committee approval, if previously granted;

c) Committee approval does not constitute approval of the local building or zoning department, drainage design or structural soundness;

d) Owners, by submitting an application for approval, hereby certify: (1) they will construct or modify improvements located only on or in their own Unit or upon Property which they have permission to construct, modify or improve; and (2) they will not violate any easements, rights-of-way, or other rights appurtenant to such Property.

e) Owners shall notify the Committee of completion of the improvement's installation or construction within five days of such completion;

f) Upon completion of an improvement, Owners authorize the Committee or its representative(s) to enter onto the Unit for inspection;

g) Failure of an Owner to notify the Committee of completion of an approved improvement, or refusal to allow inspection, shall result in the withdrawal of the Committee's approval;

h) If the improvement as built does not conform to the improvement as approved by the Committee, the Committee's approval will be deemed withdrawn, and upon written request of the Committee, Owners shall, at their own expense and cost, promptly bring the improvement into compliance with the submitted and approved plans and specifications;

i) In the event of withdrawal of Committee approval for any reason(s) cited in this Section, and upon written request from the Committee, the Owner, at his or her expense and cost, shall promptly restore the Unit to substantially the same condition as it existed prior to commencement of the improvement's installation or construction, and such withdrawal will be deemed to toll the statute of limitations as it pertains to the improvement until such time as the improvement is brought into compliance.

Section 8.6 Architectural Criteria.

The Committee shall exercise its reasonable judgment to the end that all attachments, improvements, construction, and alterations to improvements on a Unit or appurtenant Common or Limited Common Element shall comply with the requirements set forth in this Declaration. The approval or consent of the Committee on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious.

Approval shall be based upon, but not limited to, conformity and harmony of exterior appearance with neighboring Units, preservation of aesthetic beauty, conformity with the specifications and purposes generally set out in this Declaration, and assurance that the proposed alteration complies with all provisions of this Article and any architectural guidelines. Upon its review of

such plans, specifications and submittals, the Committee may require that the applicant(s) reimburse the Committee for actual expense incurred by it in its review and approval process.

Notwithstanding the above, the approval or rejection of any proposed Common or Limited Common Element is within the sole discretion of the Board, which may approve or reject outright and/or condition any approval upon certain terms.

Section 8.7 Architectural Guidelines.

The Committee may propose architectural guidelines from time to time, which guidelines may be approved by the Board of Directors and included in or with any Rules and Regulations of the Association. The guidelines may include new procedural requirements for the receipt, review and response to any submissions under this Article 8, specifications for proposed modifications (which may vary depending on the proposed improvement and where it will be installed), and further clarification of the provisions in this Article 8.

Section 8.8 Reply and Communication.

Other than with respect to any proposed modifications to the Common Elements, including the Limited Common Elements, which may require a longer period of review and shall be approved or rejected by the Board (with recommendations by the Committee), the Committee shall reply to all submittals of plans made in accordance herewith in writing within 45 days after receipt. In the event the Committee fails to take any action on submitted plans and specifications within 45 days after the Committee has received the complete plans and specifications, the submission shall be deemed to be approved; provided, however, nothing in this Section shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of this Declaration, the Rules and Regulations or any architectural guidelines adopted by the Board. All communications and submittals shall be addressed to the Committee in care of the Association.

Section 8.9 Conditions of Approval.

In the discretion of the Board or the Committee, an Owner may be required to enter into a written agreement establishing the approval of the application in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interest. As a condition of approval for a requested architectural change, modification, addition or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest, affirms and shall assume, unless otherwise agreed in writing, all responsibilities for maintenance, repair, replacement and insurance to and on such change, modification, addition or alteration.

Section 8.10 Fees and Costs.

Owners shall be obligated to pay all fees and costs incurred by the Committee or Board, as applicable, in reviewing and effectuating an Owners' application, whether by deposit, or subsequent invoice from the Association.

Section 8.11 Commencement and Completion of Construction.

All improvements approved by the Committee, or Board as applicable, must be commenced within 6 months from the date of approval. If not commenced within such time, then such approval shall be deemed revoked by the Committee, unless the Committee gives a written extension for commencing the work. Additionally, except with written Committee approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the Owner, all work approved by the Committee shall be completed within one year of commencement.

Section 8.12 Variances.

The Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Declaration in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the conditions and restrictions contained in this Declaration or in architectural guidelines.

Section 8.13 Right to Appeal.

If the Board of Directors is not acting as the Committee, an Owner whose plans have been disapproved or conditionally approved may appeal any decision of the Committee to the Board of Directors. The Board of Directors shall review the decision of the Committee pursuant to the criteria set forth in this Article and/or the architectural guidelines. Any decision of the Committee may be overruled and reversed by a majority of the directors by a written decision setting forth the reasons for the reversal when the directors conclude that the Committee's decision was inconsistent with the criteria set forth in this Article and the guidelines.

Section 8.14 Waivers.

The approval or consent of the Committee, or appointed representative thereof, to any application for architectural approval shall not be deemed to constitute a waiver of any right to hold or deny approval or consent by the Committee as to any application or other matters subsequently or additionally submitted for approval or consent.

Section 8.15 Liability.

The Committee and the members thereof, as well as any representative of the Board designated to act on its behalf, shall not be liable in damages to any person submitting requests for approval or for any approval, or failure to approve or disapprove in regard to any matter within its jurisdiction under these covenants. Neither the Board nor the Committee shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. The Association will not make any investigation into title, ownership, easements, rights-of-way, or other rights appurtenant to Property with respect to architectural requests and shall not be liable for any disputes relating to the same.

ARTICLE 9 INSURANCE/CONDEMNATION/OBSOLESCENCE

Section 9.1 Insurance to be Carried by the Association.

The Association shall obtain and maintain in full force and effect, to the extent reasonably available and at all times, the insurance coverage set forth in Exhibit C of this Declaration, which insurance coverage shall be provided by financially responsible and able companies duly authorized to do business in the State of Colorado.

Section 9.2 Association Hazard Insurance on the Units and Common Elements.

a) The Association shall obtain and maintain hazard insurance covering full replacement cost, loss, damage or destruction by fire or other casualty as set forth in Exhibit C of this Declaration.
b) If obtainable, the Association shall also obtain the following and any additional endorsements deemed advisable by the Executive Board: (1) an Inflation guard endorsement, (2) a Construction Code endorsement, (3) a demolition cost endorsement, (4) a contingent liability from operation of building laws endorsement, (5) an increased cost of construction endorsement.
c) All blanket hazard insurance policies shall contain a standard non-contributory mortgage clause in favor of each holder of first lien security interests, and their successors and assigns, which shall provide that the loss, if any thereunder, shall be payable to the Association for the use and benefit of such holders of first lien security interests, and their successors and assigns, as their interests may appear of record in the records of the office of the Clerk and Recorder of the County of El Paso, State of Colorado.
d) All insurance purchased by the Association pursuant to this Section shall run to the benefit of the Association, the Board of Directors, officers, all agents and employees of the Association, the Owners, and their respective mortgagees, and all other persons

entitled to occupy any Unit, as their interests may appear.

e) The Board of Directors shall make available for review by Owners a copy of the Association's insurance policy to allow Owners to assess their personal insurance needs. Each Owner shall have the right to obtain additional coverage at his or her own expense.

Section 9.3 Owner Insurance Responsibilities.

Unit Owners are specifically responsible for maintaining insurance as set forth in Exhibit C of this Declaration. Owners are also responsible for personal liability insurance within a Unit. The liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any insurance carried by Unit Owners. The Association's insurance coverage, as specified in this Declaration, and under the Act, does not obviate the need for Unit Owners to obtain insurance for their own benefit.

Section 9.4 Association Flood Insurance.

The Association shall obtain flood insurance to the extent required by the Federal Emergency Management Agency (FEMA) or any other governmental agency.

Section 9.5 Association Liability Insurance.

The Association shall obtain a policy of public liability and property damage liability insurance covering the Common Elements, in such limits as the Board may determine from time to time, but not in any amount less than a combined single limit of $1,000,000.00. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other uses of the Community. All liability insurance shall name the Association as the insured.

Section 9.6 Association Fidelity Insurance.

The Association shall obtain fidelity insurance to protect against dishonest acts of its officers, directors, trustees, employees, and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The fidelity coverage should be in an amount sufficient to cover the maximum funds that will be in the control of the Association, its officers, directors, trustees and employees, as required by law, but in no event less than three months' of Assessments plus reserve account funds plus planned transfers for the policy year.

Section 9.7 Association Worker's Compensation and Employer's Liability Insurance.

The Association shall obtain worker's compensation and employer's liability insurance and all other similar insurance with respect to its employees in the amounts and forms as may now or

hereafter be required by law.

Section 9.8 Association Directors' and Officers' Personal Liability Insurance.

The Association shall obtain directors' and officers' personal liability insurance to protect the directors, officers, committee members, and any person acting at the discretion of the Board from personal liability in relation to their duties and responsibilities in acting on behalf of the Association.

Section 9.9 Other Association Insurance.

The Association may obtain insurance against such other risks, as it shall deem appropriate with respect to the Association responsibilities and duties.

Section 9.10 Miscellaneous Terms Governing Insurance Carried by the Association.

The Association shall maintain, to the extent reasonably available, insurance policies with the following terms or provisions:

a) All policies of insurance shall provide that each Owner is an insured under the policy with respect to liability arising out of such Owner's membership in the Association.
b) All policies of insurance shall contain waivers of subrogation against any Owner or member of his or her household.
c) All policies of insurance shall contain waivers of any defense based on invalidity arising from any acts of an Owner and shall provide that such policies may not be canceled or modified without at least 30 days prior written notice to all of the Owners, holders of first lien security interests and the Association.
d) If requested, duplicate originals of all policies and renewals thereof, together with proof of payments of premiums, shall be delivered to all Eligible Mortgage Holders at least 10 days prior to the expiration of the then-current policies.
e) All liability insurance shall include the Association, the Board, the manager or managing agent, if any, the officers of the Association, holders of first lien security interests, their successors and assigns and Owners as insureds.
f) In no event shall any casualty insurance policy contain a co-insurance clause.
g) All policies of insurance shall provide that the insurance thereunder shall not be invalidated, suspended, voidable or have any condition of recovery due to an act or omission by any Owner, only in respect to the interest of any particular Owner guilty of a breach of warranty, act, omission, negligence or non-compliance of any provision of such policy, including payment of the insurance premium applicable to the Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under any such policy, as to the interests of

all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

Section 9.11 Insurance Premium.

Insurance premiums for the above provided insurance shall be a Common Expense to be included as a part of the annual Assessments levied by the Association.

Section 9.12 Annual Association Insurance Review.

The Board shall review the insurance carried by and on behalf of the Association at least annually.

Section 9.13 Adjustments by the Association.

Any loss covered by an insurance policy shall be adjusted by the Association, and the insurance proceeds for that loss shall be payable to the Association and not to any Owner or holder of a first lien security interest. The Association shall hold any insurance proceeds in trust for the Association, Owners, and holders of first lien security interests as their interests may appear. Proceeds must be distributed first for the repair or restoration of the damaged property. The Owners and holders of first lien security interest are not entitled to receive payment of any portion of the proceeds. The Association may determine how a surplus of proceeds, if any, shall be utilized.

Section 9.14 Responsibility for Payment of Deductible Amount.

Whether the Board, in its discretion, chooses to submit a claim under the Association insurance policies or not, the payment of the deductible amount for claims which the Association is responsible for insuring shall be as follows:

a) The Association shall pay or absorb the deductible amount for any work, repairs or reconstruction for damage to Common Elements unless the damage is the liability of an Owner, his or her family, guests, or invitees, as set forth in this Declaration, in which case the Association shall seek reimbursement of the deductible amount as an Assessment in compliance with and under the terms of this Declaration.
b) The Owner shall pay or absorb the deductible for any loss to the Unit that would be the responsibility of the Owner in the absence of insurance unless: (1) the loss is caused by the negligent or willful act or omission of the Association or another Owner, in which case the negligent party shall be responsible for the deductible, or (2) the loss is caused by the failure of another Owner to maintain any portion of the Unit, including any appliance, equipment, or fixture in a Unit, which that Owner is responsible to maintain in good working order and condition, in which case the Owner who has failed to maintain

any such portion of the Unit resulting in damage to another's Unit will be responsible for the deductible. If a negligent Owner or Owner who fails to maintain their Unit as provided in this Declaration fails to pay the deductible for damage to a Unit, the Association may, but shall not be obligated to seek the deductible on behalf of the Owner suffering the loss as provided in this Declaration for the collection of Assessments.

Section 9.15 Duty to Repair.

Any portion of the Community for which insurance is required under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association or Owner.

Section 9.16 Condemnation and Hazard Insurance Allocations and Distributions.

In the event of a distribution of condemnation proceeds or hazard insurance proceeds to the Owners, the distribution shall be as the parties with interests and rights are determined or allocated by record and pursuant to the Act.

Section 9.17 Insurance Assessments.

If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair due to deductibles allocated to the Association or failure of the Association to maintain coverage to defray costs of repair and reconstruction which in the absence of insurance would be the maintenance responsibility of the Association, the deductible or additional cost shall be a Common Expense. Notwithstanding the Special Assessment procedure set forth this Declaration, the insurance Assessment shall be ratified unless vetoed by Members holding at least 90% of the total votes entitled to be cast in the Association pursuant to Section 303(4) of the Act and as set forth in the Bylaws, as the Bylaws may be amended from time to time.

Section 9.18 Payment of Claims to Delinquent Owners.

Notwithstanding anything to the contrary in this Declaration, in the event of an insured loss under the Association's master hazard insurance policy for which the Association receives payment for a loss sustained by an Owner who is delinquent in the payment of Assessments, the Association may retain and apply such proceeds recovered to the delinquency. Any surplus remaining after application of the proceeds to any delinquency shall be paid by the Association towards the necessary repairs.

Section 9.19 Obsolescence.

a) Renewal and Reconstruction. Members holding at least seventy-five percent (75%) of the total votes entitled to be cast in the Association and 75% of the Eligible Mortgage Holders may agree that the Property is obsolete and adopt a plan for renewal and

reconstruction.

b) If a plan for renewal or reconstruction is adopted by the Owners and Eligible First Mortgage Holders as described above, notice of the adoption of such plan shall be sent to all Owners and recorded, and the expense of renewal and reconstruction shall be payable by all of the Owners as Common Expenses; provided, however, that an Owner who does not desire to be a party to such plan for renewal or reconstruction may give written notice to the Association within 15 days after the date of the notice of the adoption of such plan that his or her Unit shall be purchased by the Association for the fair market value thereof.

c) The Association shall then have 30 days from receipt of a notice from an Owner that such Owner does not desire to participate in the plan within which to cancel such plan. If such plan is not cancelled, the Unit of the requesting Owner shall be purchased according to the following procedures:

1. If such Owner and the Association can agree on the fair market value thereof, then such sale shall be consummated within 30 days after such agreement;

2. If the parties are unable to agree on the fair market value, the date when either party notifies the other that he, she or it is unable to agree with the other shall be the "Commencement Date" from which all periods of time mentioned hereafter shall be measured.

   Within 10 days following the Commencement Date, each party shall nominate an appraiser in writing (and give notice of such nomination to the other party). If either party fails to make such a nomination within 10 days of the Commencement Date, the appraiser nominated shall, within 5 days after default by the other party, appoint and associate with him or her another appraiser.

   If the two designated or selected appraisers are unable to agree on the fair market value of the Unit, they shall appoint another appraiser to be umpire between them, if they can agree on such person.

   If they are unable to agree upon such umpire, each appraiser previously appointed shall nominate two appraisers and from the names of the four appraisers so nominated one shall be drawn by lot by any judge of any court of record in Colorado, if the Association can arrange such judicial participation in this process, and otherwise by the President of the Association; and the name so drawn shall be such umpire.

   The nominations from whom the umpire is to be drawn by lot shall be submitted within 10 days of the failure of the two appraisers to agree, which, in any event, shall not be later than 20 days following the appointment of the second appraiser. The decision of the appraisers as to the fair market value or, in the case of their

disagreement, such decision of the umpire shall be final and binding and a judgment based upon the decision rendered may be entered in any court having jurisdiction.

The expenses and fees of such appraisers shall be borne equally by the Association and the Owner. Alternatively, in the event the purchase price so established is unacceptable to the Board of Directors, then the Association may cancel the plan or resubmit a revised plan, to include the purchase price established for the Unit of the Owner who does not desire to participate in the plan, to the Owners and Eligible Mortgage Holders for approval; and

3. Unless the plan is canceled or the Board determines to resubmit the plan for approval, the sale shall be consummated within 15 days after the final determination of fair market value as determined above; and the Association, as attorney-in-fact, shall disburse such proceeds to the Association, Owner(s) and lienholders, as their interests may appear.

d) Sale of Property. Members holding at least 75% of the total votes entitled to be cast in the Association and 75% of the Eligible Mortgage Holders may agree that the Community is obsolete, and that the Community should be sold. In such instance, the Association shall send notice of the approval of such a sale to all Owners and record a notice executed by the Association's President and Secretary setting forth such fact and, upon recording of such notice, the Property shall be sold by the Association, as attorney-in-fact for all Owners, free and clear from the provisions contained in this Declaration.

The sales proceeds shall be collected and apportioned between the Owners on the basis of each Owner's appurtenant interest in and to the Common Elements as specified in the Declaration, and the proceeds shall be paid into separate accounts, each account representing one Condominium Unit.

Each such account shall be in the name of the Association and shall be further identified by the Unit designation and the name of the Owner. The Association, as attorney-in-fact, shall use and disburse the total amount of each separate account, without contribution from one account to another, to the Association, Owner(s) and lienholders, as their interests may appear.

ARTICLE 10 SPECIAL RIGHTS OF HOLDERS OF FIRST LIEN SECURITY INTERESTS

Section 10.1 General Provisions.

The provisions of this Article are for the benefit of holders, insurers, or guarantors of holders of

first lien security interests recorded within the Community. To the extent applicable, necessary or proper, the provisions of this Article apply to both this Declaration and to the Articles and Bylaws of the Association. Eligible insurers and guarantors of a first lien security interest shall have the same rights as an Eligible Mortgage Holder.

Section 10.2 Special Rights.

Eligible Mortgage Holders shall be entitled to:

a) timely written notice from the Association of any default by a mortgagor of a Unit in the performance of the mortgagor's obligations under this Declaration, the Articles of Incorporation, the Bylaws or the Rules and Regulations, which default is not cured within 60 days after the Association learns of such default;
b) examine the books and records of the Association during normal business hours;
c) receive a copy of financial statements of the Association, including any annual audited financial statement;
d) receive written notice of all meetings of the Members of the Association;
e) designate a representative to attend any such meetings;
f) written notice of any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
g) written notice of abandonment or termination of the Association of the plan contemplated under this Declaration;
h) 60 days written notice prior to the effective date of any proposed amendments of a material adverse nature to first mortgagees to this Declaration, the Articles of Incorporation, or the Bylaws;
i) 60 days written notice prior to the effective date of termination of professional management of the Association or the Common Elements, when professional management had been required previously under the legal documents for the Community or by an Eligible Mortgage Holder; and
j) immediate written notice as soon as the Association receives notice or otherwise learns of any damage to the Common Elements or to the Unit on which the Eligible Mortgage Holder holds a security interest, if the cost of reconstruction exceeds $20,000.00 and as soon as the Association receives notice or otherwise learns of any condemnation or eminent domain proceedings or other proposed acquisition with respect to any portion of the Common Elements or any Units.

Section 10.3 Special Approvals.

Unless at least 51% of the Eligible Mortgage Holders of first lien security interests (based on one vote for each mortgage owned) of Units in the Association and requisite Owners have given their written approval, neither the Association nor any Member shall:

a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements or any improvements thereon which are owned, directly or indirectly, by the Association (except that the granting of access easements, utility easements, drainage easements and water facilities easements or easements for other public purposes consistent with the intended use of such Property by the Association shall not be deemed within the meaning of this provision);
b) change the method of determining the obligations, Assessments or other charges which may be levied against Members or the method of allocating distributions of hazard insurance policy proceeds or condemnation awards;
c) by act or omission change, waive or abandon any scheme or regulation, or enforcement thereof, pertaining to architectural approval of improvement of Units, including the architectural design of the exterior appearance of Units, or the upkeep of the Common Elements;
d) fail to maintain the casualty, fire and extended coverage insurance as elsewhere provided in this Declaration;
e) use hazard insurance proceeds for losses other than the repair, replacement or reconstruction of the improvements which were damaged or destroyed;
f) take action to terminate the legal status of the Community after substantial destruction or condemnation occurs;
g) adopt any amendments to this Declaration of a material adverse nature to first mortgagees; and
h) establish self-management by the Association when professional management has previously been required by the legal documents for the Community or by an Eligible Mortgage Holder. An amendment shall not be deemed material if it is for the purpose of correcting technical errors, or for clarification only. If an Eligible Mortgage Holder of a first lien security interest receives written request for approval of the proposed act, omission, change or amendment by certified or registered mail, with a return receipt requested, and does not deliver or post to the requesting party a negative response within 60 days, it shall be deemed to have approved such request.

Section 10.4 Right to Pay Taxes and Insurance Premiums.

Any holder of a first lien security interest shall be entitled to pay any taxes or other charges which are in default and which may or have become a lien against a Unit or any of the Common Elements and may pay any overdue premiums on hazard insurance policies or secure new hazard insurance coverage for the Common Elements or Units.

ARTICLE 11 GENERAL PROVISIONS

Section 11.1 Compliance and Enforcement.

a) Every Owner and occupant of a Unit shall comply with the Governing Documents, and

each Owner shall have the right to enforce the covenants and restrictions, as set forth in this Declaration.

b) The Association may enforce all applicable provisions of this Declaration, and may impose sanctions for violation of the Governing Documents. Such sanctions may include, without limitation:

1. imposing reasonable monetary fines, after notice and opportunity for a hearing, which fine shall constitute a lien upon the violator's Unit;
2. suspending the right to vote and the right to use Common Elements;
3. exercising self-help (including, but not limited to, performing such maintenance responsibilities which are the Owner's responsibility under this Declaration and assessing all costs incurred by the Association against the Unit and the Owner as an Assessment) or taking action to abate any violation of the Governing Documents;
4. requiring an Owner, at the Owner's expense, to remove any structure or improvement on such Owner's Unit in violation of the Governing Documents and to restore the Unit to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed, at the Owner's expense, and any such action shall not be deemed a trespass, with all fees and costs in connection with such removal and restoration to be assessed to the Owner as an Assessment under the terms of this Declaration;
5. without liability to any person, precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration from continuing or performing any further activities in the Community;
6. levying specific Assessments to cover costs incurred by the Association to bring a Unit into compliance with the Governing Documents; and
7. bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

a) In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, or otherwise fails to comply with the Governing Documents, the Association may record a notice of violation against the Owner and the Unit.

b) All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorney fees and court costs, reasonably incurred in such action.

c) The decision of the Association to pursue enforcement action in any particular case shall

be left to the Board's discretion, subject to the duty to exercise judgment and be reasonable, as provided for in this Declaration, and further restricted in that the Board shall not be arbitrary or capricious in taking enforcement action. A decision of the Association not to pursue enforcement action shall not be construed as a waiver of the Association's right to enforce such provisions at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

Section 11.2 Attorney Fees.

If an Owner fails to pay any Assessment or any other amount due to the Association as provided in this Declaration, the Association may require reimbursement for reasonable attorney fees and costs without the necessity of commencing a legal proceeding. If an Owner or an Owner's family member, guest, tenant, invitee or licensee fails to comply with any other provision of the Governing Documents, the Association may seek reimbursement for reasonable attorney fees and costs incurred as a result of such failure to comply, without the necessity of commencing a legal proceeding. In a legal proceeding in any way related to the Governing Documents or the Community, the court shall award to the party prevailing on each claim the prevailing party's reasonable attorney fees and costs incurred in asserting or defending the claim. Such reasonable attorney fees and costs, if awarded against an Owner, shall be charged as an Assessment and shall constitute a lien against the Unit.

Section 11.3 Severability.

Each provision of this Declaration shall be independent and severable. If any provision of this Declaration is held invalid, the invalidity shall not affect other provisions of this Declaration which can be given effect without the invalid provisions or applications.

Section 11.4 Term of Declaration.

The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

Section 11.5 Amendment of Declaration by Owners.

Except as otherwise provided in this Declaration, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended, revised, removed or repealed, and new provisions, covenants, conditions, restrictions or equitable servitudes may be added, at any time and from time to time upon approval of Members holding at least 67% of the total votes in the Association and 51% of Eligible Mortgage Holders.

Any such amendments shall be certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association. Notice of any meeting at which a proposed amendment will be considered shall

state the fact of consideration and the subject matter of the proposed amendment. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of El Paso County, State of Colorado of a certificate setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Association.

Section 11.6 Captions.

All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any paragraph, section or article hereof.

Section 11.7 Interpretation.

The provisions of this Declaration shall be construed to effectuate their purposes of creating a uniform plan for promoting and effectuating the fundamental concepts as set forth in this Declaration. The Board of Directors shall have the authority to interpret the meaning of any provision contained in this Declaration. This Declaration shall be construed and governed under the laws of the State of Colorado.

Section 11.8 Singular Includes the Plural.

Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine and neuter.

Section 11.9 Conflict of Provisions.

In case of conflict between this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control. In the case of conflict between the Articles of Incorporation and Bylaws, the Articles of Incorporation shall control.

Section 11.10 Challenge to this Amendment.

All challenges to the validity of this amendment must be made within one year after the date of recording of this document.

IN WITNESS WHEREOF, the undersigned, being the president and the secretary of Association of Owners, Satellite Apartment Building, Inc., hereby certify that a Court Order was entered on June 26, 2026, by the District Court for El Paso County, Colorado, pursuant to C.R.S. §38-33.3-217(7), approving this Declaration (see attached Order).

Satellite Condominiums, Inc.
a Colorado nonprofit corporation

By: _____
President

ATTEST:

By: _____
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing Declaration was acknowledged before me on this 6TH day of AUGUST, 2026 by MARK LLOYD GADDY as President of the Satellite Condominiums, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 06/21/2028

TEDDY E FRAGOSO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164023779
MY COMMISSION EXPIRES JUNE 21, 2028

_____
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing Declaration was acknowledged before me on this 6TH day of AUGUST, 2026 by MICHAEL LEE MOORE as Secretary Satellite Condominiums, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 06/21/2028

TEDDY E FRAGOSO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164023779
MY COMMISSION EXPIRES JUNE 21, 2028

_____
Notary Public

EXHIBIT A

DESCRIPTION OF PROPERTY

The real property of Blocks Eight (8) & Nine (9), together with that portion of Beecher Avenue adjacent to said Blocks Eight (8) & Nine (9) vacated by Ordinance No. 3429, recorded June 15, 1967, Book 2184 at Page 673, Valley High Subdivision, Filing No. Three (3), situated in the City of Colorado Springs, El Paso County, Colorado.

The designation and description of each of the Units within the Satellite Condominiums community is as follows:

WINGS A AND C

(a) The First floor Main Level at an elevation of 6014'-0" feet above sea level as established from City datum plane as indicated on Map no. M-1 containing 12 commercial areas, consisting of Condominium Unit Number C-101; C-102; C-103; and Condominium Unit Number C-104; C-105; C-106; C-107; C-108; C-109; C-110; C-111; and C-112, all as shown on Condominium Map No. M-1.

(b) The first level below main floor (basement) consisting of two (2) Condominium Unit Numbers B-7 and B-8, as shown on Condominium Map No. B-1.

(c) The First Level above main level (2nd floor) containing five (5) Type "A" efficiency apartments, Condominium Unit Numbers A-202, A-204, A-206, A-208, A-210; one (1) Type "D" corner two bedroom apartment, Condominium Unit Number A212; and eight (8) commercial areas, Condominium Unit Numbers C-201, C-202, C-203, C-204, C-205, C-206, C-207, and C-208, all as shown on Condominium Map No. 1.

(d) The Second Level above the Main Level (3rd floor) containing thirteen (13) Type "A" efficiency apartments, Condominium Unit Numbers A-302, A-304, A-306, C-301, C-302, C-303, C304, C-305 C-306, C-307, C-308, C-309, C-311; one (1) Type "A-C" corner efficiency apartment Condominium Unit Number C-313; one (1) Type "B-C" corner one-bedroom apartment Condominium Unit Number C-312; one (1) Type "B" one-bedroom apartment Condominium Unit Number C-310, one (1) Type "C" two-bedroom apartment, Condominium Unit Number A-308; and one (1) Type "D" corner two-bedroom apartment, Condominium Unit Number A-310; all as shown on Condominium Map No. 2.

(e) The Third Level above the Main Level (4th floor) containing seven (7) Type "A." efficiency apartments, condominium Unit Numbers A-402, A-404, A-406, C-401, C-402, C-403, C405; four (4) Type "C" two-bedroom apartments, Condominium Unit Numbers A-408, C-404, C-406, C407; and three (3) Type "D" corner two-bedroom apartments, Condominium Unit Numbers A-410, C-408 and C-409, all as shown on Condominium Map No. 3.

(f) The Fourth Level above the Main Level (5th floor) containing five (5) Type "A" efficiency apartments, Condominium Unit Numbers A-502, A-504, A-506, A-508, A-510; one (1) Type "A-C" corner efficiency apartment, Condominium Unit Number A525; four (4) Type

"B" one-bedroom apartments, Condominium Unit Numbers C-501, C-503, C-504, C-506; two (2) Type "C" two bedroom apartments, Condominium Unit Numbers C-502, C-505; and three (3) Type "D" corner two-bedroom apartments, Condominium Unit Numbers A-512, C-507, and C-508; all as shown on Condominium Map No. 4.

(g) The Fifth Level above the Main Level (6th floor) containing eight (8) Type "A" efficiency apartments, Condominium Unit Numbers A-601, A-603, A-604, A-605, A-606, A-607, A608, A-609; four (4) Type "B" one-bedroom apartments, Condominium Unit Numbers C-601, C-602, C603, C-604; three (3) Type "C" two-bedroom apartments, Condominium Unit Numbers A-602, C-605, C-606; and four (4) Type "D" corner two Bedroom apartments, Condominium Unit Numbers A-610, A-611, C-607 and C-608, all as shown on Condominium Map No. 5.

(h) The Sixth Level above the main Level (7th floor) containing one (1) Type "A" efficiency apartment; Condominium Unit Number C-701; six (6)Type "B" one-bedroom apartments, Condominium Unit Numbers A-703, A-704, A-705, A-706, C-702, C-704; five (5) Type "C" two-bedroom apartments, Condominium Unit Numbers A-701, A-702, C-703, C-705, C-706; and four (4) Type "D" corner two-bedroom apartments, Condominium Unit Numbers A-707, A-708, C-707, C-708; all as shown on Condominium Map No. 6.

(i) The Seventh Level above the Main Level (8th floor) containing two (2) Type "A" efficiency apartments, Condominium Unit Numbers A-801, C-806; four (4) Type "B" one-bedroom apartments, Condominium Unit Numbers A-804, A-806, C-801, C803; six (6) Type "C" two-bedroom apartments, Condominium Unit Numbers A-802, A-803, A-805, C-802, C-804, C-805; and four (4) Type "D" corner two-bedroom apartments, Condominium Unit Numbers A-807, A-808 C-807 and C-808, all as shown on Condominium Map No.7.

(j) The Eighth level above the main level (9th floor) containing two (2) Type "A" efficiency apartments, Condominium Unit Numbers A-901, C-901; five (5) Type "B" one-bedroom apartments, Condominium Unit Numbers A-904, A-905, A-906, C902, C904; four (4) Type "C" two-bedroom apartments, Condominium Unit Numbers A-902, C-903, C-905, C-906; four (4) Type "D" corner two-bedroom apartments, Condominium Unit Numbers A-907, A-908, C-907, C-908, and one (1) Type "E" three-bedroom apartment, Condominium Unit A-903, all as shown on Condominium Map No. 8.

(k) The Ninth level above the main level (10th floor) containing one (1) Type "A" efficiency apartment, Condominium Unit Number C-1001; four (4) Type "B" one-bedroom apartments, Condominium Unit Numbers A-1001, A-1005, C-1002, C-1004; four (4) Type "C" two-bedroom apartments, Condominium Unit Numbers A-1003, C-1003, C-1005, C-1006; four (4) Type "D" corner two-bedroom apartments, Condominium Unit Numbers A1006, A-1007, C-1007, C-1008; and two (2) Type "E" three-bedroom apartments, Condominium Unit Numbers A-1002 and A1004, all as shown on Condominium Map No. 9.

(l) The Tenth level above the main level (11th floor) containing three (3) Type "A" efficiency apartments, Condominium Unit Numbers A-1104, C-1101, C1106; two (2) Type "B" one-bedroom apartments, Condominium Unit Numbers A-1103, A-1105; seven (7) Type "C" two-bedroom apartments, Condominium Unit Numbers A-1101, A-1102 A-1106, C-1102, C1103, C-1104, C-1105; and four (4) Type "D" corner two-bedroom apartments, Condominium

Unit Numbers A-1107, A-1108, C1107, C-1108, all as shown on Condominium Map No. 10.

(m) The Eleventh level above the main level (12th floor) containing two (2) Type "A" efficiency apartments, Condominium Unit Numbers A-1202, A-1205; one (1) Type "B" one-bedroom apartment, Condominium Unit Number A-1204; six (6) Type "C" two-bedroom apartments, Condominium Unit Numbers A-1201, A1203, C-1201, C-1202, C-1203, C-1204; two (2) Type "D" corner two-bedroom apartments, Condominium Unit Numbers A-1207, A1208; and one (1) Type "F" three-bedroom Unit (approximately 24' x 60') Condominium Unit Number A-1206; one (1) Type "G" corner penthouse (approximately 24' x 72'), Condominium Unit Number C1205; and one (1) Type "H" corner penthouse (approximately 24' x 72'), Condominium Unit Number C-1206, all as shown on Condominium Map No. 11.

(n) The Thirteenth level above the main level (14th floor) containing commercial area, Condominium Unit No. 1400, as shown on Map No. 13.

WING B

(a) The First Floor Main Level at an elevation of 6014 fees and 0 inches above sea level, as established from City datum plane as indicated on Condominium Map No. M-1, containing previously designated Commercial Unit Number C-113, as shown on Map No. M1-S, consisting of Condominium Units B-101 thru B-112, B114 thru B-123, B125, B127 and B129.

(b) The First Level below the Main Level (basement) consisting of Condominium Unit Numbers B14; B15, B16 and B17, as shown on Map No. B1-6, the use of which shall be as determined from time to time by the Board of Directors but pursuant to law.

(c) The First level above the Main Level (2nd floor) containing two (2) Type "C" two-bedroom apartments, Condominium Unit Numbers B- 235, B241, and one (1) Type "D" corner two-bedroom apartment, Condominium Unit Number B-247, all as shown on Map No. 1-S.

(d) The Second Level above the Main Level (3rd floor) containing one (1) Type "AJ" Jr. one-bedroom apartment, Condominium Unit Number B-331; two (2) Type "C" two-bedroom apartments, Condominium Unit Numbers B-333, B-335, and two (2) Type "D" corner two-bedroom apartments, Condominium Unit Numbers B-337, B338, all as shown on Map No. 2-S.

(e) The Third Level above the Main Level (4th floor) containing one (1) Type "AJ" Jr. one-bedroom apartment, Condominium Unit Number B-427, two (2) Type "B" one-bedroom apartments, Condominium Unit Numbers B-426, B248; three (3) Type "C" two bedroom apartments, Condominium Unit Numbers B-429, B430, B431; and two (2) type "D" corner two-bedroom apartments, Condominium Unit Numbers B-432, B433, all as shown on Map No. 3-S.

(f) The Fourth Level above the Main Level (5th floor) containing one (1) Type "AJ" Jr. one-bedroom apartment, Condominium Unit Number B-527; two (2) Type "B" one-bedroom apartments, Condominium Unit Numbers B-526, B-528; three (3) Type "C" two bedroom apartments, Condominium Unit Numbers B-529, B530, B531, and two (2) Type "D" corner two-bedroom apartments, Condominium Unit B-532, B-533, all as shown on Map No. 4-S.

(g) The Fifth Level above the Main Level (6th floor) containing one (1) Type "AJ" Jr. one-bedroom apartment, Condominium Unit Number B-613; two (2) Type "C" two-bedroom apartments, Condominium Unit Numbers B-615, B-617; two (2) Type "D" corner two-bedroom

apartments, Condominium Unit Numbers B-616, B619; two (2) Type "E" three-bedroom apartments, Condominium Unit Numbers B-612, B614; and two (2) rooms, Condominium Unit Numbers B65 and B66, the use of which shall be as determined from time to time by the Board of Directors but pursuant to law, all as shown on Map No. 5-S.

(h) The Sixth Level above the Main Level (7th floor) containing one (1) Type "AJ" Jr. one-bedroom apartment, Condominium Unit Number B-709; two (2) Type "C" two-bedroom apartments, Condominium Unit Number B711, B713; two (2) Type "D" corner two-bedroom apartments, Condominium Unit Numbers B-714, B-715; two (2) Type "E" three-bedroom apartments, Condominium Unit Numbers B-710, B-712; and two (2) rooms, Condominium Unit Numbers B-75 and B-76, the use of which shall be as determined from time to time by the Board of Directors but pursuant to law, all as shown on Map No. 6-S.

(i) The Seventh Level above the Main Level (8th floor) containing one (2) Type "AJ" Jr. one-bedroom apartment, Condominium Unit Number B-809, B-810; four (2) Type "C" two-bedroom apartments, Condominium Unit Number B-811, B-812, B-813, B-814; two (2) Type "D" corner two-bedroom apartments, Condominium Unit Numbers B815, B-816; and two (2) rooms, Condominium Unit Numbers B-85 and B-86, the use of which shall be as determined from time to time by the Board of Directors but pursuant to law, all as shown on Map No. 7-S.

(j) The Eighth Level above the Main Level (9th floor) containing one (1) type "AJ" Jr. one-bedroom apartment, Condominium Unit Number B-910; three (3) Type "B" one-bedroom apartments, Condominium Unit Numbers B-909, B-911, B-913; two (2) Type "C" two-bedroom apartments, Condominium Unit Numbers B-912, B-914; one (1) Type "E" corner three-bedroom apartment, Condominium Unit Number B-915; and two (2) rooms, Condominium Units Number B95 and B96, the use of which shall be as determined from time to time by the Board of Directors but pursuant to law, all as shown on Map No. 8-S.

(k) The Ninth Level above the Main level (10th floor) containing one (1) type "AJ" Jr. one-bedroom apartment, Condominium Unit Number B-1010; four (4) Type "B" one-bedroom apartments, Condominium Unit Numbers B-1009, B-1011, B-1012, B-1013; one (1) Type "D" corner, two-bedroom apartment, Condominium Unit Number B-1016; one (1) Type "E" three-bedroom apartment, Condominium Unit Number B-1014; one (1) Type "E" corner three-bedroom apartment, Condominium Unit Number B-1015; and two (2) rooms, Condominium Unit Numbers B1095 and B1096, the use of which shall be as determined from time to time by the Board of Directors but pursuant to law, all as shown on Map No. 9-S.

(l) The Tenth Level above the Main Level (11th floor) containing one (1) type "AJ" Jr. one-bedroom apartment, Condominium Unit Number B-1110; one (1) Type "B" one-bedroom apartment, Condominium Unit Number B-1112; two (2) Type "C" two-bedroom apartments, Condominium Unit Numbers B-1109, B1111; one (1) Type "D" corner two-bedroom apartment, Condominium Unit Number B1116; one (1) Type "E" three-bedroom apartment, Condominium Unit Number B-1114; one (1) Type "H" corner penthouse apartment, Condominium Unit Number B1113; and two (2) rooms, Condominium Unit Numbers B1195 and B1196, the use of which shall be as determined from time to time by the Board of Directors but pursuant to law, all as shown on Map No. 10-S.

(m) The Eleventh Floor above the Main Level (12th floor) containing one (1) Type "AJ"

Jr. one-bedroom apartment, Condominium Unit Number B-1210; one (1) Type "B" one-bedroom apartment, Condominium unit Number B-1212; two (2) Type "C" two-bedroom apartments, Condominium Unit Numbers B-1209, B1211; one (1) Type "D" corner two-bedroom apartment, Condominium Unit Number B1216; one (1) Type "E" three-bedroom apartment, Condominium Unit Number B-1214; and one (1) type "H" corner penthouse apartment, Condominium Unit Number B-1213, all as shown on Map No. 11-S.

PARKING GARAGE

(a) The one-story garage on the north and west of Wings A and C of the Satellite Condominiums, shall contain 66 Condominium Parking Stalls, Numbers G-1 through G-8, G-12 through G-32, G-35 through G-51, G-53 through G-72, and 1 Condominium Storage Unit, G-52, all as shown on Supplemental Map, Number G-1.

(b) The first floor parking garage below the main floor (basement) of Wing A (shown on Condominium Map, Number B-1 as Condominium Unit B-7) shall contain 21 Condominium Parking Stalls, Numbers B-7A-1 through B-7A-20, and B-7A-22 (a double unit), and 1 Condominium Storage Unit, Number B-7A-21; all as shown on Supplemental Map G-2.

(c) The one (1) story garage on the west of the one story garage on the north and west of Wings A and C of the Satellite Condominiums, shall contain 47 Condominium Parking Stalls, Numbers GW-101 through GW-124, GW-126 through GW-148, and one (1) Condominium Storage Unit, Number GW-149; all as shown on Supplemental Map, Number GW-3.

EXHIBIT B

ALLOCATED INTERESTS

The undivided fractional interests in the Common Elements appurtenant to each Unit, for all purposes, together with the number of Votes assigned to each Unit, is as follows:

RESIDENTIAL UNITS	INTEREST IN THE COMMON ELEMENTS	# OF VOTES
62 Efficiency/Jr Units: (A-202, A-204, A-206, A-208 A-210, A-302, A-304, A-306 C-301, C-302, C-303, C304 C-305 C-306, C-307, C-308 C-309, C-311, C-313, A-402 A-404, A-406, C-401, C-402 C-403, C-405, A-502, A-504 A-506, A-508, A-510, A-525 A-601, A-603, A-604, A-605 A-606, A-607, A608, A-609 C-701, A-801, C-806, A-901 C-901, C-1001, A-1104, C-1101 C-1106, A-1202, A-1205, B-331 B-427, B-527, B-613, B-709 B-809, B-810, B-910, B-1010 B1110, B-1210)	2/899 each	2 votes each
45 One-Bedroom Units: (C-312, C-310, C-501, C-503 C-504, C-506, C-601, C-602 C603, C-604, A-703, A-704 A-705, A-706, C-702, C-704 A-804, A-806, C-801, C803 A-904, A-905, A-906, C902 C-904, A-1001, A-1005, C-1002 C-1004, A-1103, A-1105, A-1204 B-426, B-248, B-526, B-528 B-909, B-911, B-913, B-1009 B-1011, B-1012, B-1013, B-1112 B-1212)	3/899 each	3 votes each

117 Two-Bedroom Units: (A-212, A-308, A-310, A-408 C-404, C-406, C407, A-410 C-408, C-409, C-502, C-505 A-512, C-507, C-508, A-602 C-605, C-606, A-610, A-611 C-607, C-608, A-701, A-702 C-703, C-705, C-706, A-707 A-708, C-707, C-708, A-802 A-803, A-805, C-802, C-804 C-805, A-807, A-808, C-807 C-808, A-902, C-903, C-905 C-906; A-907, A-908, C-907 C-908, A-1003, C-1003, C-1005 C-1006, A1006, A-1007, C-1007 C-1008, A-1101, A-1102 A-1106 C-1102, C1103, C-1104, C-1105 A-1107, A-1108, C1107, C-1108 A-1201, A-1203, C-1201, C-1202 C-1203, C-1204, A-1207, A1208 B-235, B-241, B-247, B-333 B-335, B-337, B-338, B-429 B-430, B-431, B-432, B433 B-529, B-530, B-531, B-532 B-533, B-615, B-617; B-616 B-619, B-711, B713, B-714 B-715, B-811, B-812, B-813 B-814, B-815, B-816, B-912 B-914, B-916, B-1016, B-1109, B1111 B1116, B-1209, B1211, B1216)	4/899 each	4 votes each
13 Three-Bedroom Units: (A-903, A-1002, A-1004, A-1206, B-612, B-614, B-710, B-712, B-915 B-1014, B-1015, B-1114, B-1214)	5/899 each	5 votes each
4 Penthouse Units: (C-1205, C-1206, B-1113, B-1213)	6/899 each	6 votes each

COMMERCIAL UNITS (*Association-owned Unit)	INTEREST IN THE COMMON ELEMENTS	# OF VOTES
B-8*	2/899	2
B-14*	1/899	1
B-15*	½ of 1/899	.5
B-16	½ of 1/899	.5
B-17*	1/899	1
C-101	2/899	2
C-102	4/899	4
C-103	3/899	3
A-104	1/899	1
A-106	1/899	1
A-108	1/899	1
C-104	1/899	1
C-105*	2/899	2
C-106*	2/899	2
C-107*	2/899	2
C-108	2/899	2
C-109*	1/899	1
C-110*	2/899	2
C-111*	2/899	2
C-112*	1/899	1
C-201	2/899	2
C-202	2/899	2
C-203	4/899	4
C-204	4/899	4
C-205	4/899	4
C-206	4/899	4
C-207	4/899	4
C-208	4/899	4
B-101	½ of 1/899	.5
B-102	½ of 1/899	.5
B-103	½ of 1/899	.5
B-104	½ of 1/899	.5
B-105	½ of 1/899	.5
B-106	½ of 1/899	.5
B-107	½ of 1/899	.5
B-108	½ of 1/899	.5
B-109	½ of 1/899	.5
B-110	½ of 1/899	.5
B-111	½ of 1/899	.5

B-112	½ of 1/899	.5
B-114	½ of 1/899	.5
B-115	½ of 1/899	.5
B-116	½ of 1/899	.5
B-117	½ of 1/899	.5
B-118	½ of 1/899	.5
B-119	½ of 1/899	.5
B-120	½ of 1/899	.5
B-121	½ of 1/899	.5
B-122	½ of 1/899	.5
B-123	½ of 1/899	.5
B-125	½ of 1/899	.5
B-127	½ of 1/899	.5
B-129	1/899	1
1400	8/899	8

No voting privileges may be extended to or exercised by the Owner of less than whole votes. The Owner of two or more one-half votes may vote his or her cumulative one-half votes which total one or more whole votes. No accumulation of half vote proxies from other owners shall be permitted.

STORAGE UNITS	INTEREST IN THE COMMON ELEMENTS	# OF VOTES
B-65	1/6 of 1/899	1/6
B-66	1/6 of 1/899	1/6
B-75	1/6 of 1/899	1/6
B-76	1/6 of 1/899	1/6
B-85	1/6 of 1/899	1/6
B-86	1/6 of 1/899	1/6
B-95	1/6 of 1/899	1/6
B-96	1/6 of 1/899	1/6
B-1095	1/6 of 1/899	1/6
B-1096	1/6 of 1/899	1/6
B-1195	1/6 of 1/899	1/6
B-1196	1/6 of 1/899	1/6

NON-VOTING UNITS

Garage Stalls	Garage Stalls	Garage Storage Units
G-1 through G-8	B-7A-1 through B-7A-20	G-52 (Used for storage)
G-12 through G-32	B-7A-22 (Double Unit)	B-7A-21 (Used for storage)

G-35 through G-51	GW-101 through GW-124	GW-149 (Used for storage)
G-53 through G-72	GW-126 through GW-148	

EXHIBIT C

MAINTENANCE AND INSURANCE OBLIGATIONS

"A" = Association obligation
"O" = Owner obligation
"NA" = not applicable

GENERAL NOTES:

1. The term "maintenance" includes repair and replacement unless otherwise noted on the Chart.

2. With respect to the Association's property insurance coverage over the Unit, the Chart requires the Association to insure from the drywall out. Generally speaking, this means that the Association's property insurance coverage will extend to the drywall of the perimeter walls, floors, and ceilings of the Unit out to the exterior of the building. All other portions of the walls, floors, and ceilings, and other improvements located within the drywall (e.g., paint, carpeting, appliances, fixtures, cabinetry, furniture, etc.) fall within the Owner's property insurance coverage, unless otherwise noted below.

3. This chart identifies the party responsible for: (i) performing the maintenance/repair of the identified property, and (ii) insuring the identified property. It does not establish ultimate liability for cost of repairs, which may shift to another party. For example, if negligence caused the need for repair, then the negligent party will be responsible for costs incurred in the repair (i.e., actual maintenance/repair costs or deductible amount).

4. This chart only addresses maintenance and insurance responsibilities. This chart does not address additions, replacements, modifications, etc. to the Unit and Common Elements. For any proposed modifications to the Units and Common Elements, please consult Article 8.

5. If "A" is marked in the Insurance column, insurance proceeds may not be available under the Association's policy if: (i) the cost of repairs does not exceed the Association's deductible, or (ii) the type of loss is not covered or is otherwise excluded under the policy (such as groundwater intrusion, mold, and other typical exclusions).

   If insurance proceeds are not available under the Association's policy, the party responsible for repair would be the party identified under the Maintenance column.

	MAINTENANCE	INSURANCE
BUILDING EXTERIORS		
Building-structure, including foundation, columns, girders, beams and supports	A	A
Siding, sheathing, wrap, brick, trim, molding, and other exterior surfaces	A	A
Exterior stoops, steps, and concrete surfaces	A	A
Gutters and downspouts	A	A
Limited Common Element balconies (all components other than flooring)	A	A
Limited Common Element balconies: Flooring (floor coverings & finishes)	O	O
Roof membrane and roof insulation	A	A
Window, all portions including but not limited to: glass surface cleaning, glass repair and replacement, window panes and frames, and excluding exterior trim and caulking	O	A
Exterior window trim and caulking	A	A
Exterior Unit doors including peep holes, doorknobs and lock mechanisms—maintenance and repair	O	A
Balcony sliding-glass doors	O	A
Exterior light fixtures	O	A
Exterior doors to building, including all related improvements and mechanisms	A	A
BUILDING INTERIORS OTHER THAN UNITS		
Main lobby of building, including all furniture, personal property, carpeting, improvements and equipment located therein	A	A
All interior building Amenities, including billiard room, meeting rooms, laundry rooms, refuse rooms, and any furniture,	A	A

	MAINTENANCE	INSURANCE
personal property, carpeting, improvements and equipment located therein		
Mailbox kiosks (excluding keys which are Owner responsibility)	A	A
Community bulletin board area, if any	A	A
All stairs, corridors, mechanical rooms, trash rooms, and bathrooms located on all floors of the building but outside of the Units, including any vents, outlets, fixtures (including light fixtures), corridor doors, fire alarm and sprinkler systems (including fire hose and related equipment), floor covering, furniture, personal property, equipment and improvements of the Association located therein	A	A
Boiler room, utility service and maintenance rooms	A	A
Elevators and all related equipment	A	A
All fixtures, apparatus, installations and central facilities for power, light, gas, telephone, television, hot and cold water, heating, refrigeration, air conditioning, incineration, or similar utility, service or maintenance purposes, including furnaces, tanks, pumps, motors, fans, compressors, vents, and similar fixtures, apparatus, installations and facilities	A	A
All other facilities and amenities located inside the building but outside the Units and not already mentioned above	A	A
UTILITIES		
Utilities outside Units if servicing more than one Unit, including: • Electrical and other wires • Water and sewer pipes • Cables • Circuit boxes	A	A

	MAINTENANCE	INSURANCE
• Water meters • Circuit breakers		
Utilities outside Units if servicing only one Unit, including: • Water/sewer pipes and drains • Electrical and other wires • Cables • Circuit boxes • Circuit breakers	O – water/sewer pipes and drains A – all others listed	A
Utilities inside Units and servicing only that Unit, including: • Coil, piping, valves, drip pan, and drain • Heating/Cooling equipment • Thermostats • Soffits • Conduits • Water pipes • Electrical wiring • Electrical outlets • Telephone wiring • Telephone outlets • Light switches • Cable wiring • Circuit breakers • Drain lines	A – Coil, piping, valves, drip pan, drain O – all others listed	A
Utilities inside Unit but servicing more than one Unit, including: • Heating equipment – piping	A	A
RESIDENTIAL, COMMERCIAL, AND STORAGE UNIT INTERIORS		
Furnishings including, as applicable: all	O	O

	MAINTENANCE	INSURANCE
personal property such as furniture, electronics, jewelry, and clothing		
Window coverings	O	O
Permanent fixtures including, as applicable: • ceiling fans • hand rails • cabinets • countertops • bathtubs and showers • sinks • toilets	O	O
Appliances including, as applicable: • oven • range • refrigerator • dishwasher • dryers • countertop microwave	O	O
Interior non-perimeter walls, floors, and ceilings, including finished and unfinished surfaces, doors, drywalls, studs, insulation, hardware, and other material lying within such walls, floors, and ceilings	O	O
Finished surfaces of perimeter walls and ceilings including: • drywall • paint • wallpaper • paneling • texture	O	A – drywall O – all other finished surfaces
Finished surfaces of perimeter floors including: • tile • vinyl	O	O

	MAINTENANCE	INSURANCE
• hardwood • carpeting		
Any components lying between the perimeter drywalls and residence exterior, including but not limited to: • wiring • insulation • girders • beams • pipes	O – wiring A – all other listed components	A A
Subflooring	O	A
Party walls (walls dividing residences and shared by owners/residents on each side)	O	A
PARKING GARAGE		
All exterior Common Element components of the Parking Garages including but not limited to: • Structure, including foundation, columns, girders, beams and supports • Exterior components and surfaces • All components of the roof • Doors and openers, entrances and exits	A	A
All interior Common Element components of the Parking Garages, including but not limited to: • Passageways and driveways • Entrances and exits • Lighting and other fixtures, appliances and utilities • All portions of the walls, floors and ceilings (other than within the Garage Stall boundaries) But excluding any Owner-installed	A	A

	MAINTENANCE	INSURANCE
improvements or modifications to said Common Elements, which shall be the maintenance and insurance responsibility of the Owner unless expressly assumed by the Association, including but not limited to: • Existing (i.e., as of the date this Declaration is recorded) storage bins and shelves • Wheel stops		
Garage Stall floors	O	A
Vehicles and other personal property located within the Garage Stall boundaries	O	O
GROUNDS		
Retaining walls	A	A
Landscaping, yards, gardens	A	A
Irrigation system and time clocks	A	A
Private roads, drives, and sidewalks	A	A
Driveways	A	A
Outside surface parking	A	A
Monuments and signage	A	A
Perimeter fence	A	A
Storage sheds	A	A
All outside recreational facilities including the gym, pool, tennis courts	A	A
OTHER		
Snow removal from driveways and sidewalks	A	N/A
Garbage pick-up	A	N/A
Common Elements existing in Community and not otherwise listed	A	A

	MAINTENANCE	INSURANCE
Any personal property of Owners and any part of the Unit not otherwise listed	O	O
Any Owner installed exterior/interior improvement not otherwise listed	O	O