

CONDOMINIUM DECLARATION
for
LINVALLE, A CONDOMINIUM PROJECT

KNOW ALL MEN BY THESE PRESENTS that:

WHEREAS, The Linvale Condominium Project Association, herein-after referred to as "Declarant", is owner of certain property in the County of Jefferson, State of Colorado, and more particularly described as Lots 1 to 6, Block 1 and Lots 1 to 14, Block 2, Linvale, the plat of which is recorded in Plat Book 37 at page 48, said property being hereafter referred to as "The Property", and

WHEREAS, The Property includes thereon 19 buildings containing 38 condominium units as hereinafter defined, and one recreation building being a part of the general common elements as hereinafter defined, and

WHEREAS, Declarant by this declaration describes the plan for individual ownership of that part of the property consisting of the area or space contained in each of the condominium units in said property and the co-ownership as tenants in common, of all the remainder of the property and improvements thereon, which are hereinafter defined and referred to as the "common elements". Such plan is hereby declared to be for the benefit of the property and owners thereof, their heirs, successors, administrators, grantees and assigns, and is for the purpose of designating the property as condominium property under the provisions of the Condominium Ownership Act of the State of Colorado, Article 33 of Chapter 38 of the 1913 Colorado Revised Statutes, as amended.

NOW THEREFORE, Declarant hereby makes the following declaration which shall govern the divisions, conveyances, covenants, restrictions, limitations, conditions, and uses of the property hereby specifying that this declaration shall constitute covenants to run with the land and shall be binding of Declarant, its successors and assigns, and all subsequent owners of all or any part of the property and improvements thereon, together with their grantees, successors, heirs, administrators and assigns.

I. DEFINITIONS

A. All applicable portions of definitions as contained in 1973 Colorado Revised Statutes, Chapter 38-33-103, as amended, shall apply to this declaration and the property except as particularly modified or changed by individual definitions hereinafter contained.

B. "Unit" means the air space which is contained within the unfinished perimeter walls, floors and roofs of each of the buildings containing condominium units, including garages, as shown on the Condominium Map of the property to be recorded, together with all improvements and fixtures within said air space except bearing walls, pillars, and utilities passing through said condominium unit to serve adjacent condominium units, and except beams and portions of the building forming essential supports and essential structural parts.

C. "Building" means a building containing condominium units, or recreational facilities.

D. "Condominium Unit" means the fee simple interest and title in and to a unit, together with the undivided interest in the general common elements appurtenant to such unit.

E. "Owner" means a person, persons, firm, corporation, partnership, association, or other legal entity, or any combination thereof, who or which own interest in one or more condominium units.

F. "General Common Elements" means and includes the land described as "The Property", the structural components of the building; recreation buildings' the parking spaces, and all other parts of such land and the improvements thereon necessary or convenient to its existence, maintenance and safety which are normally and reasonable in common use, including the air above such land (but excepting the air within a unit), all of which shall be owned, as tenants in common, by the owners of the separate units, each owner of a unit having an undivided percentage or fractional interest in such general common

elements as is hereinafter provided.

G. "Limited Common Elements" means those parts of the general common elements which are either limited to and reserved for the exclusive use of an owner of a condominium unit or are limited to and reserved for the common use of more than one but fewer than all of the condominium unit owners.

H. "Map", "Condominium Map", or "Supplemental Map" means and includes the engineering survey of the land depicting and locating thereon all of the improvements, the floor and elevation plans and any other drawing or diagrammatic plan depicting a part of or all of the improvements and land.

I. "Common Expenses" means the expenses of administration and management; of repair, maintenance and management of common elements and buildings, including but not limited to, caring for the grounds, recreational facilities, roofs, walls and supports of buildings and garages; reserves for repair, maintenance, taxes and other charges including fire and other hazard insurance premiums, and a liability insurance policy, which policy, in addition to public liability, shall cover repair and construction work to all of the assets and property owned or to be maintained by the Association and reserves for payment of all costs of water and sewer for condominiums units, general common elements, and limited common elements. Such common expenses shall be paid in amounts and at times determined reasonable and necessary by the Association for the best good and convenience of all condominium unit owners.

J. "Association" means a Colorado non-profit corporation bearing the name of this condominium project, formed for the purpose of managing, maintaining, repairing and administering the property and all buildings and improvements and common elements on a part of the property; of assessing, collecting and apportioning common expenses, for enforcing this declaration, for acting as attorney-in-fact or trustee for condominium unit owners as hereafter set forth, and generally for administering the property. Its only members shall be owners of condominium units. A person who, for any reason, ceases to be such owner shall cease to be such member, which membership provisions shall be included in the Association's by-laws.

K. "Managing Agent" means an individual, firm, partnership or corporation authorized to do business in the State of Colorado, employed by the Association, to administer and operate the property and to carry out such other duties as the Association may direct, in furtherance of its purposes. Wherever in the Declaration a duty is imposed upon, or a right or privilege is reserved to, the Association, if such duty, right or privilege is delegated by the Association to the Managing Agent, the latter shall thereupon be deemed to have assumed such duty and shall be entitled to exercise such right or privilege.

II. MAP

The map (Plat) is filed for record; it depicts and shows the following: The legal description of the land and a survey thereof; the locations of the buildings; the floor and elevation plans; the location of the units within the building, both horizontally and vertically; the thickness of the common walls between or separating the units; the location of any structural components or supporting elements of a building located within a unit; and the units by number and the building located within a unit; and the contained the certificate of a registered engineer (professional) or licensed architect, or both, certifying that the Map substantially depicts the location and the horizontal and vertical measurements of the building, the units, the unit designations, the dimensions of the units, the elevations of the unfinished floors and ceilings as constructed, the building letter or symbol, and that such Map was prepared subsequent to substantial completion of the project. In interpreting the Map the existing physical boundaries of each separate unit as constructed shall be conclusively presumed to be its boundaries.

III. DIVISION OF PROPERTY INTO CONDOMINIUM UNITS

The real property described herein and the improvements constructed is hereby divided into 38 fee simple estates. Each such estate shall consist of a separately designated unit and an undivided 1/38th interest in and to the general common elements which shall be appurtenant to such unit.

IV. LIMITED COMMON ELEMENTS

Limited common elements shall be identified on the Map. Any patio or driveway which is accessible from, associated with and which adjoins a unit shall, without further reference thereto, be used on connection with such unit to the exclusion of the use thereof by the other owners of the general common elements, except by invitation. Any patios or driveway which are identified on the Map with the same number by which a unit is identified, shall be limited common elements for the exclusive use of the owner of the unit bearing the same number. Any patios, yards, open areas, driveways, automobile parking spaces, and recreational facilities which are not so identified shall be general common elements. No reference thereto, whether such limited common elements are exclusive or non-exclusive, need to be made in any deed, instrument of conveyance or other instrument, and reference is made to the provisions of paragraph V of this Declaration.

V. DESCRIPTION OF CONDOMINIUM UNITS

Any option, contract, deed, lease, mortgage, deed of trust, Will, or similar instrument, may legally describe a condominium unit by its identifying unit number and building letter or symbol, followed by the name of this condominium with further reference to the recorded Map thereof and the recorded Condominium Declaration. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber or otherwise affect not only the unit but also the undivided interest in the building in which such unit is located, the general common elements and the limited common elements appurtenant thereto. Each such description shall be construed to include a non-exclusive easement for ingress and egress to an owner's unit and use of the general common elements together with the right to use of the limited common elements appurtenant thereto to the exclusion of all third parties not lawfully entitled to the use of the same.

Each unit, the undivided interest in the building in which such unit is located, the appurtenant undivided interest in the general common elements, and the appurtenant limited common elements shall together comprise one condominium unit, shall be inseparable, and may be conveyed, leased, devised, or encumbered only as a condominium unit.

VI. RESPONSIBILITIES OF OWNER

The interior of each condominium unit and garage, including all fixtures, furnaces, air conditioning equipment, appliances and other equipment commencing at a point where the utility lines, pipes, wires, conduits, and systems comprising the utilities in the condominium unit enter said unit, shall be maintained and kept in repair by the owner thereof, at his own expense, with payment thereof to be made directly and not through the Association. Cost of all utilities used within each unit, except water and sewer, shall be the expense of the owner thereof.

An owner shall be obligated to reimburse the Association or another unit owner promptly upon receipt of a statement for any expenditures incurred by the Association or other unit owner or both in repairing, replacing or restoring any general common element, limited common element or the interior or any part of a unit damaged as a result of his negligence or the negligence of his tenants or agents.

VII. RESPONSIBILITIES OF ASSOCIATION

The Association shall provide for the care, operation, management, maintenance, repair and replacement of the general common elements, except as provided in Article VI herein. Without limiting the generality of the foregoing, said obligation shall include keeping such general common elements in good, clean, attractive and sanitary condition, order and repair; making necessary or desirable alterations, additions, betterments or improvements to or on the general common elements and establish reserve funds in anticipation of major and minor repairs.

Upon the initial conveyance of each condominium unit, the Association (or Managing Agent) shall give notice for separate tax assessment as provided by law so that each unit and the undivided interest in the general common elements appurtenant thereto shall be deemed a parcel and subject to separate assessment and taxation.

The common expenses as defined above shall be assessed by charging the owner of each condominium unit his proportionate fractional interest of such expenses. The amount to be charged to owners may be determined by estimate and charged from time to time as actual bills or experience requires.

VIII. LIEN FOR NONPAYMENT OF COMMON EXPENSES

If any condominium unit owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof shall constitute a lien on the condominium interest of such owner as set forth in the deed of conveyance to him, together with his interest in common elements, and upon the recording of notice thereof by the Association (or Managing Agent) in the office of the Recorder of Deeds of the County in which the property is situated, such lien shall be constituted upon such unit owner's interest of condominium property prior to all other liens and encumbrances, recorded or unrecorded, except only (a) taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this state and other state or federal taxes which by law are a lien on the interest of such unit owner prior to pre-existing recorded encumbrances thereon, and (b) all sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance.

The Association (or Managing Agent) shall send a notice, postage paid to any such encumbrancer whose encumbrance was recorded prior to the time of recording the notice of lien provided that if such encumbrancer has furnished the Association (or Managing Agent) with another address, then such other address shall be used, and said Association (or Managing Agent) shall not foreclose its said lien until at least thirty days after the date of depositing such notice in the United States mails, postage prepaid, to the address of such encumbrancer.

Any encumbrancer holding a lien on a condominium unit may pay any common expenses payable with respect to such unit, and, if so provided in an encumbrance, may add the amount of such payment to the unpaid balance secured by his lien, and such added amount shall have the same priority and lien rights as the unpaid balance to which added.

The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other condominium unit owners, and may be foreclosed by an action brought in the name of the Association in a like manner as a mortgage of real property. In any such foreclosure the owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien, and all reasonable attorney's fees. The owner shall also be required to pay the Association all monthly assessments for the condominium unit during the period of foreclosure, and the Association shall be entitled to a Receiver to collect the same. The Association acting on behalf of the unit owners

shall in the event of said foreclosure have the right to subrogate so much of its rights to such lien as may be necessary or expedient to an insurance company which will continue to give total coverage in spite of nonpayment of such defaulting owner's portion of the premium.

The Association (or Managing Agent), and its officers and directors, shall not be liable or accountable in damages for any action taken pursuant to the provisions of this Declaration.

IX. OWNER'S PERSONAL OBLIGATION FOR PAYMENT OF ASSESSMENTS

The amount of the common expenses assessed against each condominium unit shall be the personal and individual debt of the owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing same. No owner may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his unit.

X. JOINT LIABILITY OF TRANSFEROR AND TRUSTEE

The grantee of a condominium unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his proportionate share of the common expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor; unless said liability is limited by the contents of a Certificate issued to the grantee under paragraph XI below, or is avoided by the non-issuance of such certificate within the ten-day period as set forth in paragraph XI below. "Grantee" as used in this paragraph shall not include one who acquires title through foreclosure of a first Mortgage or a First Deed of Trust, or through a deed taken in lieu of such foreclosure.

XI. CERTIFICATE OF ASSESSMENT

Upon payment of a reasonable fee not to exceed Twenty-five (\$25.00) Dollars and upon the written request of any owner, mortgagee, prospective grantee or prospective mortgagee, of a condominium unit, the Association, by its financial officer, (or the Managing Agent) shall issue a written Certificate setting forth the amount of unpaid common expense, if any, with respect to the subject unit; the amount of the current monthly assessment and the date upon which such assessment becomes due; and credit for advanced payments or for prepaid items (including, but not limited to, insurance premiums). Such Certificate shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a Certificate of Assessments be complied with within ten (10) days of the receipt of the request, then (a) in the case of a request by a mortgage or prospective mortgagee, all unpaid common expenses which become due prior to the date of making such request shall be subordinate to the lien of said mortgagee or prospective mortgagee, or (b) In the case of a request by a prospective grantee, he shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessments or common expenses which become due prior to the date of making such request. No failure to comply with such request, if made by the owner, shall relieve him from personal liability for, or the subject unit from the lien for any unpaid assessments or common expenses.

XII. MORTGAGING A CONDOMINIUM UNIT.

Any owner shall have the right from time to time to mortgage or encumber his interest by deed of trust, mortgage or other security instrument. A first mortgage shall be one which has first and paramount priority under applicable law. The owner of a condominium unit may create junior mortgages

on the following condition: (1) that any such junior mortgages shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, lien for common expenses, and other obligations created by this Declaration and by the By-Laws; and (2) that the mortgagee under any junior mortgage shall release, for the purpose of restoration of any improvement upon the mortgaged premises, all of his right, title and interest in and to the proceeds under all insurance policies upon said premises which insurance policies were effected and placed upon the mortgaged premises by the Association. Such release shall be furnished forthwith by a junior mortgagee upon written request of the Association.

XIII. FORECLOSURES, DEEDS, ETC.

In the event any person shall acquire or be entitled to the issuance of a tax deed, public trustee's deed, Sheriff's deed, commissioner's deed, etc., the interest so acquired shall be subject to all the provisions of this Declaration and to the terms, provisions, covenants, conditions, and limitations contained in the Declaration, the Condominium Map, the By-Laws of the Association, the Condominium Map, and limitations affecting such interest then in force.

XIV. INSURANCE

The Association, through its Board of Directors (or Managing Agent) shall have the authority to and shall obtain insurance for the condominium property on all buildings, common areas, etc., for liability as set forth in paragraph I above and against loss or damage by fire and such other hazards as are generally covered in the area under standard extended coverage provisions for at least the full insurable replacement costs of the condominium buildings, common elements and units and shall include coverage against vandalism, etc. From time to time, and not less often than once every eighteen months, the Association (or Managing Agent) shall cause to be made--by a reputable builder or construction contractor--an estimate of the replacement costs of the condominium buildings, common elements, and units, and shall thereupon cause the insurance coverage to be raised or lowered accordingly. The insurance shall be carried with a domestic company having the highest rating, and shall be in blanket policy from naming the Association the insured, as attorney-in-fact (for the condominium unit owners), which policy or policies shall identify the interest of each condominium unit owner (owner's name, unit number, building symbol or designation, the appurtenant undivided interest in the general common elements), and which policy or policies shall provide a standard, non-contributory mortgagee clause in favor of each first mortgagee, and that it cannot be cancelled by either the insured or the insurance company until after ten (10) days prior written notice is first given to each owner and to each first mortgagee. The Association (or Managing Agent) shall furnish a certified copy of such blanket policy and the Certificate identifying the interest of the mortgagor. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular owner guilty of a breach of warranty, act, omission, negligence or non-compliance of any provisions of such policy, including payment of the insurance premium applicable to that 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.

A condominium unit owner may obtain whatever additional insurance he desires; it shall, however, be the individual responsibility of each owner to provide, as he sees fit,

homeowner's liability insurance, theft and other insurance covering personal property damage and loss, and payment for the premiums thereof and renewal thereof shall be the sole responsibility of such owner and not of the Association.

Notwithstanding anything to the contrary contained in this Declaration, the Association shall insure the unfinished nonbearing walls of the units and the central heating and air conditioning apparatus, dishwasher, and storage water heater contained therein, but shall have no responsibility to obtain, maintain, or pay for hazard insurance, including but not limited to fire insurance, on the contents of a condominium unit, or liability insurance for injuries to person or property occurring wholly within any condominium unit. "Contents" as used in this paragraph shall be defined as all personal property and all items of furniture, fixtures and equipment not incorporated into and inseparable from the structure of the building in a manner so as to become a permanent part of the real estate. Contents shall include but not be limited to other electrical, mechanical, and gas appliances, chandeliers, lamps and other light fixtures, rugs and other floor coverings, drapes, shades, blinds and other interior modifications not a part of the unfinished surface of the interior perimeter walls, floors or ceilings of such condominium units.

XV. ASSOCIATION ATTORNEY-IN-FACT

This Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the property upon its destruction or obsolescence.

Title to any condominium unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed from the Declarant or from any owner shall constitute appointment of the attorney-in-fact herein provided. All of the owners irrevocably constitute and appoint the Association their true and lawful attorney in their name, place and stead for the purpose of dealing with the property upon its destruction or obsolescence as is hereafter provided. As attorney-in-fact, the Association, by its president and secretary, shall have full and complete authorization, right and power to make, execute and deliver to itself or a third person any contract, deed or any other instrument with respect to the interest of a condominium unit owner which are necessary and appropriate to exercise the powers herein granted. Repair and reconstruction of the improvement(s) as used in the succeeding paragraphs means restoring the improvement(s) to substantially the same condition in which it existed prior to the damage, with each condominium unit and the general and limited common elements having the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association as set forth in paragraph XVI below.

Such power of attorney includes a power to subject a unit owner's condominium interest and/or percentage ownership to whatever rights are necessary (including entry of a unit in an emergency) to permit proper maintenance, repair and improvement to each and all condominium buildings and common areas by the Association, or by the Managing Agent.

XVI. DISPOSITION OF DESTROYED OR OBSOLETE UNIT

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

B. If the insurance proceeds are insufficient to repair and reconstruct the improvements, and if such damage is not more than fifty (50%) percent of the value of all the improvements located on the condominium property, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of an assessment to be made against all of the owners of the general common elements. Such deficiency assessment shall be a common expense and made pro rata according to each owner's percentage interest in the general common elements and shall be due and payable within thirty (30) days after written notice thereof. The Association shall have full authority, right and power, as attorney-in-fact, to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the assessment. The assessment provided for herein shall be a debt of each owner and a lien on his condominium unit and may be enforced and collected as is provided in paragraph VIII. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such deficiency assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association, as attorney-in-fact, pursuant to the provisions of this paragraph. The delinquent owner shall be required to pay to the Association the costs and expenses for filing the notices, interest at the rate of ten (10%) percent per annum on the amount of the assessment and all reasonable attorney's fees. The proceeds derived from the sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact in the following order:

- (1) For payment of taxes and special assessments liens in favor of any assessing entity and the customary expense of sale;
- (2) For payment of the balance of the lien of any first mortgage;
- (3) For payment of unpaid common expenses and all costs, expenses and fees incurred by the Association;
- (4) For payment of junior liens and encumbrances in the order of and to the extent of their priority; and;
- (5) The balance remaining, if any, shall be paid to the condominium unit owner.

C. If the insurance proceeds are insufficient to repair and reconstruct the damaged improvements, and of such damage is more than fifty (50%) percent of the value of all the improvements located on the condominium property, not including land, and if the owners representing an aggregate ownership interest of seventy five (75%) percent, or more, of such general common elements do not voluntarily, within one hundred (100) days thereafter, make provisions for reconstruction, which plan must have the unanimous approval or consent of every first mortgagee, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's President and Secretary of Assistant Secretary, all the condominium units and general common elements shall be sold by the Association pursuant to the provisions of this paragraph, as attorney-in-fact, for all of the owners of said units. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each owner's percentage interest in the general common elements, and such divided proceeds shall be paid into separate accounts, each account representing one of the condominium units. Each

such account shall be in the name of the Association, and shall be further identified by the condominium unit designation and the name of the owner. From each separate account, the Association, as attorney-in-fact, shall forthwith use and disburse the total amount (of each) of such accounts, without contribution from one account to another, toward the partial or full payment of the lien of any first mortgage against the condominium unit represented by such separate account. Each such account shall be supplemented by the apportioned amount of the proceeds from the sale of the property. Such apportionment shall be based upon each condominium unit owner's percentage interest in the general common elements. The total funds of each account shall be used and disbursed, without contribution from one account to another, by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in subparagraph B(1) through (5) of this paragraph.

D. If the owners representing an aggregate ownership interest of seventy five (75%) percent, or more, of the general common elements adopt a plan for reconstruction, which plan has the unanimous approval of all first mortgagees, then all of the owners shall be bound by the terms and other provisions of such plan. Any Assessment made in connection with such plan shall be a common expense and made pro rata according to each owner's percentage interest in the general common elements and shall be due and payable as provided by the terms of such plan, but not sooner than thirty (30) days after written notice thereof. The Association shall have full authority, right and power as attorney-in-fact, to cause the repair or restoration of improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the assessment. The assessment provided for herein shall be a debt of each owner and a lien on his condominium unit and may be enforced and collected as is provided in paragraph VIII. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the Association unit owner shall be required to pay to the Association the costs and expenses for filing the notices, interest at the rate of ten (10%) percent per annum on the amount of the assessment and all reasonable attorney's fees. The proceeds derived from the sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact for the same purposes and in the same order as is provided in subparagraph B(1) through (5) of this paragraph.

E. The owners representing an aggregate ownership interest of eighty (80%) percent, or more, of the general common elements may agree that the general common elements are obsolete and adopt a plan for the renewal and reconstruction, which plan has the unanimous approval of all first mortgagees of record at the time of the adoption of such plan. If a plan for the renewal or reconstruction is adopted, notice of such plan shall be recorded, and the expenses of renewal or construction shall be payable by all of the owners as common expenses; provided, however, that an owner not a party to such a plan for renewal or reconstruction may give notice to the Association within fifteen (15) days after the date of adoption of such plan that such unit shall be purchased by the Association for the fair market value thereof.

The Association shall then have thirty (30) days (thereafter) within which to cancel such plan. If such plan is not cancelled, the condominium unit of the requesting owner shall be purchased according to the following procedures. If such owner and the Association can agree on the fair market value thereof, then such sale shall be consummated within thirty days thereafter. If the parties are unable to agree, the date when either party notifies the other that he or it is unable to agree with the other shall be the "commencement date",

from which all periods of time mentioned herein shall be measured. Within ten (10) days following the commencement date, each party shall nominate in writing (and give notice of such nomination to the other party) an appraiser. If either party fails to make such nomination, the appraiser nominated shall, within (5) days after default by the other party, appoint and associate with him another appraiser. If the two designated or selected appraisers are unable to agree, they shall appoint another appraiser to 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, 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 ten days of the failure of the two appraisers to agree, which, in any event, shall not be later than twenty 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, then such decision of the umpire, shall be final and binding. The expenses and fees of such appraisers shall be borne equally by the Association and the owner. The sale shall be consummated within fifteen (15) days thereafter, and the Association, as attorney-in-fact, shall disburse such proceeds for the same purposes and in the same order as is provided in subparagraph B(1) through (5) of this paragraph, except as modified herein.

F. The owners representing an aggregate ownership of ninety (90%) percent, or more, of the general common elements may agree that the condominium units and the general common elements are obsolete and that the same should be sold; or that the same should be sold for any other reason. Such plan must have the unanimous approval of every first mortgagee. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's President and Secretary or Assistant Secretary, the entire premises shall be sold by the Association, as attorney-in-fact for all of the owners, free and clear of the provisions contained in this Declaration, the Map and the By-Laws. The sales proceeds shall be apportioned between the owners on the basis of each owner's percentage interest in the general common elements, and such apportioned proceeds shall be paid into separate accounts, each such account representing one condominium unit. Each such account shall be in the name of the Association, and shall be further identified by the condominium unit designation and the name of the owner. From each separate account the Association, as attorney-in-fact, shall use and disburse the total amount (of each) of such accounts, without contribution from one account to another, for the same purposes and in the same order as is provided in subparagraph B(1) through (5) of this paragraph.

XVII. EASEMENT FOR MINOR ENCROACHMENTS

The owners of the respective condominium units agree that if any portion of the common area and facilities encroaches upon the general common elements, or upon an adjoining unit or units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event any portion of the improvements is partially or totally destroyed, and then rebuilt, the owners of condominium units agree that minor encroachment of parts of the common areas and facilities due to construction shall be permitted and that valid easement for said encroachment and the maintenance thereof shall exist. None of such encroachments or easements shall be considered or determined to be encumbrances either on the general common elements or on the units.

There is hereby created a blanket easement upon, across, over and under the above-described premises for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said condominium units. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on said premises except as approved by the Association's Board of Directors. This easement shall in no way affect any other recorded easement on said premises.

An easement is also reserved in, on and over each condominium unit to permit the Association or its designees to effect any desired or necessary maintenance or repairs to a building.

XVIII. SELLING AND LEASING OF UNITS

A. In the event any owner of a condominium unit, other than the Declarant, shall wish to sell or lease the same and shall have received a bonafide offer therefor from a prospective purchaser or tenant, the remaining unit owners shall be given immediate written notice thereof, together with an executed copy of such offer and the terms thereof. The right of first refusal herein provided shall not apply to leases or subleases having a term of less than 61 days. Such notice and copy shall be given to the Association for all of the owners. The remaining unit owners, through the Association or a person named by them shall have the right to purchase or lease the subject condominium unit upon the same terms and conditions as set forth in the offer therefor, provided written notice of such election to purchase or lease is given to the selling or leasing owner and a matching downpayment or deposit is provided to the selling or leasing owner during the 20day period immediately following the delivery of the notice of the bonafide offer and a copy thereof to purchase or lease.

In the event the owner shall attempt to sell or lease his condominium unit without affording to the other unit owners the right of first refusal herein provided, such sale or lease shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser or lessee.

The sub-leasing of said interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The liability of the condominium unit owner under these covenants shall continue notwithstanding the fact that he may have leased or rented said interest as provided herein.

In no case shall the right of first refusal reserved herein affect the right of an owner to subject his interest in the project parcel to a trust deed, mortgage or other security instrument.

The failure of or refusal by the Association to exercise the right to so purchase or lease shall not constitute or be deemed to be a waiver of such right to purchase or lease when an owner receives any subsequent bona fide offer from a prospective purchaser or tenant.

The right of first refusal as provided herein shall extend and run for a period of 99 years.

Except as is otherwise provided in paragraph XVIII (B) below, and except upon a transfer of title to a Public Trustee or to the mortgagee, each grantor of a condominium unit, upon

transferring or conveying his interest, shall incorporate in such instrument of conveyance an agreement that the grantee carry out the provisions of the "Right of First Refusal" as provided in this paragraph.

B. In the event of any default on the part of any owner under any first mortgage which entitles the holder thereof to foreclose the same, any sale under such foreclosure, including delivery of a deed to the first mortgage in lieu of such foreclosure, shall be made free and clear of the provisions of paragraph XVIII (A) and the purchaser (or grantee under such deed in lieu of foreclosure) or such condominium unit shall be thereupon and thereafter subject to the provisions of this declaration and the By-Laws of the Association. If the purchaser following such foreclosure sale (or grantee under deed given in lieu of foreclosure) shall be the then holder of the first mortgage or its nominee, the said holder or nominee may thereafter sell and convey a condominium unit, free and clear of the provisions of paragraph XVIII(a), but it grantee shall thereupon and thereafter be subject to all the provisions thereof.

The following transfers are also exempt from the provisions of paragraph XVIII(A):

A. The Transfer by operation of law of a deceased joint tenant's interest to the surviving joint tenant(s).

B. The transfer of a deceased's interest to a devisee by Will or his heirs at law under intestacy laws.

C. The transfer of all or any part of a partner's interest as a result of withdrawal, death or otherwise to the remaining partners carrying on the partnership business and/or to a person or persons becoming partners. A transfer of all or part of a partner's or partner's interest between one or more partners and/or to persons becoming partners.

D. The transfer of a corporation's interest to persons formerly owning the stock of the corporation as a result of dissolution. A transfer to the resulting entity following a corporate merger or consolidation; provided, however, that 50 percent of the stock of the resulting entity is owned by the stockholders of the corporation formerly owning the condominium unit.

Such persons, owners or grantees acquiring an interest shall be subject to all of the provisions of paragraph XVIII (A) except as is provided herein.

If an owner of a condominium unit can establish to the satisfaction of the Association that a proposed transfer is not a sale or lease, then such transfer shall not be subject to the provisions of paragraph XVIII(A).

C. Upon written request of any prospective transferor, purchaser, tenant or an existing or prospective mortgagee of any condominium unit, the Association shall forthwith, or where time is specified, at the end of the time issue a written and acknowledged certificate in recordable form evidencing that:

1. With respect to a proposed lease or sale under paragraph XVIII (A), that proper notice was given by the selling or leasing owner and that the remaining owners did not elect to exercise their option to purchase or lease.

2. With respect to a deed to a first mortgagee or its nominee pursuant to paragraph XVIII(B), that the deeds were, in fact, given in lieu of foreclosure and were not subject to the provisions of paragraph XVIII(A).

3. With respect to any contemplated transfer which is not, in fact, a sale or lease, that the transfer will not be subject to the provisions of paragraph XVIII(A).

XIX. USE AND OCCUPANCY RESTRICTIONS

A. The property is hereby restricted to residential dwellings for residential use and uses related to the convenience and enjoyment of such residential use exclusively

by the owner, or by the owners family, guests, agents, employees, invitees, licensees or tenants. All buildings or structures erected upon the property shall be of new construction and no buildings or structures shall be moved from other locations onto said premises, and no subsequent buildings or structures other than buildings shown on the Condominium Map, being condominium units, shall be built on any parcel where the Declarant theretofore programed and constructed a building. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of the premises at any time as a residence either temporarily or permanently.

B. No animals, livestock and poultry of any kind shall be raised, bred or kept on the property on in any unit, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

C. No advertising signs (except one of not more than five square feet "For Rent" or "For Sale" sign per parcel), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any condominium unit or any resident thereof. Further, no business activities of any kind whatever shall be conducted in any building or in any portion of the property./

D. Owners and occupants of units shall avoid making or permitting to be made such noise, or using or permitting to be used such instruments, appliances or devices that would be a nuisance to occupants of other units.

E. No clotheslines or other devices for drying, equipment and tools or other personal property, garbage cans, wood piles, or storage piles shall be permitted or maintained on any site, or on any part of the common elements, or limited common elements (except patio furniture and/or items normally used for entertaining or for outdoor cooking). No clothing, beddings, towels, or rugs shall be hung from windows, porches, or any facade of any building in Linvale. All rubbish, trash, or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon.

F. No exterior mounted radio, short wave, television or other type of antenna shall be permitted except on an interior roof, the elevation of which is lower than the surrounding roof so that such antenna installation is not noticeable from any other sites, from any common area and from the streets.

G. No tanks of any kind, either elevated or buried, shall be erected, placed or permitted upon any site.

H. No house trailer, tent, shack, detached garage, barn or outbuilding of any kind shall be permitted upon a site.

I. No playground equipment, including swings, slides, jungle gyms, wading pools and other playground items normally considered as part of such equipment shall be permitted to be installed on any unit or on the common elements.

J. All garage doors shall be kept in a closed position, except when entering or exiting, so that the contents therein are concealed from view from any other units, from any common area and from the street.

K. No mobile home, house trailer, camping trailer, boat trailer, hauling trailer, running gear or boat or accessories thereto, mobile home or oversized vehicle of any type shall be parked, stored or maintained on any unit, including the streets adjoining a unit or on the general or limited common elements, unless the same is stored, parked or maintained wholly within the garage area of the site with the garage door in a closed position when the same is stored therein. This restriction shall not apply to commercial or other vehicles making deliveries, business or service calls to the residents or owners of the sites, to the Association or to temporary parking by owners or residents for purposes of loading preparatory to trips or moving said vehicles elsewhere, or guests on a strictly temporary basis.

L. No planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said premises, except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors or their designated representative.

No owner shall take it upon himself to fertilize, water, mow, or otherwise maintain common landscaped or grassed areas except those areas that are not covered by the sprinkler system and require hand watering, and excluding flower beds or other areas authorized by the Board of Directors.

M. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the common elements and all exteriors and roofs of the condominium units, including but not limited to, recreation and parking areas and walks, shall be taken by the Association.

N. The Association, or its duly delegated representative, shall maintain and otherwise manage all property up to the exterior building lines and including, but not limited to landscaping, parking areas, streets, and recreational facilities, roofs, common elements and exteriors of the buildings located upon the above-described properties, except windows of condominium units, and shall maintain and otherwise manage and be responsible for the rubbish removal of all areas within the above-described property.

O. No exterior additions, or alterations to any building or changes in fences, hedges, walls and other structures shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, materials, location and approved in writing as to conformity and submitted to and approved in writing as to conformity and harmony of external design and location with existing structures in the property by an architectural committee composed of the Board of Directors.

P. In the event any common element, building (exclusive of any party wall), or facility is damaged or destroyed through the negligent or culpable act of an owner or any of his guests, agents or members of his family, such owner does hereby irrevocably authorize the Association its attorney-in-fact as set forth in Paragraph XV above, to repair said damaged element, building, or facility. The owner shall then repay the Association in the amount actually expended for said repairs, together with all other expenses reasonably and necessarily incurred by the Association in connection therewith. Each condominium unit owner further agrees that these charges for repairs, if not paid within (10) days after the completion of the work, shall become a lien upon said owner's condominium interest as set forth in paragraph VIII above, and shall continue to be such lien until fully paid.

Q. An owner shall not do any act or any work that will impair the structural soundness or integrity of the building or impair any easement or hereditament.

R. No garage, patio, lawn or similar sales shall be permitted in or on any common or limited common area.

XX. PARTITION PROHIBITED.

No condominium unit owner shall bring any action for partition or division of his undivided interest in the land underlying the condominium unit or property or in any common element or condominium building in which he owns an undivided interest. Any covenant or agreement to the contrary shall be null and void.

XXI. MAILING ADDRESSES.

Each owner shall register his mailing address with the Association and except for quarterly statements or other routine notices, all other notices or demands intended to be served upon an owner, shall be sent by either Registered or certified mail, postage prepaid, addressed in the name of the owner at such registered mailing address. All notices, demands

or other notices intended to be served upon the Association shall be sent by Certified Mail, postage prepaid, to the Secretary-Treasurer of the Association.

XXII. REVOCATION OF OR AMENDMENT TO DECLARATION

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

XXIII. PERIOD OF CONDOMINIUM OWNERSHIP

The duration of this condominium shall continue indefinitely or until terminated in the manner set forth in paragraph XVI of this Declaration.

XXIV. SEVERABILITY.

If any provisions of this Declaration or any section, sentence, clause, phrase or word, or the application thereof in any circumstance, is held invalid, any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected hereby.

XXV. LANGUAGE VARIATION.

The use of pronouns or of singular or plural as used herein shall be deemed to be changed as necessary to conform to actual facts.

IN WITNESS WHEREOF, Declarant has duly executed this

Declaration this 26 day of June, 1979.

Linvale Condominium Project Association

Richard O. Knud
Ar. J. D. ...
Walter R. ...

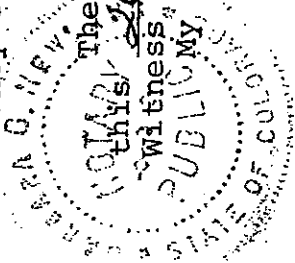
By *Bill Gates*
President

Jessie L. White
Secretary-Treasurer

Attest:

Jessie L. White

State of Colorado)
County of Jefferson) SS.



The foregoing instrument was acknowledged before me this 26th day of June, 1979, by *Bill Gates* witness my hand and official seal.

My Commission expires: Jan 25-1980

Barbara E. C. Knud
Notary Public

BY-LAWS
OF
LINVALE CONDOMINIUM PROJECT ASSOCIATION

ARTICLE I

OBJECT

1.1 This Association is a non-profit corporation formed under the Colorado Non-Profit Corporation Act having as its objectives the promotion of the welfare, comfort, and safety of resident owners and tenants, and the overall maintenance of the project as a restricted and preferred residential unit, specifically described in the Linvale Condominium Declaration.

1.2 By this reference all provisions and definitions of the Declaration are included in these By-Laws.

1.3 All present and future owners, tenants, guests and other persons who might in any manner use the facilities of the project as described in the Declaration are subject to the rules and regulations set forth in these By-Laws, the Declaration, or additionally promulgated by the Association's Board of Directors. The mere acquisition, rental, occupancy or use of any portion of the project will signify that these rules and regulations are accepted, ratified, and will be complied with.

ARTICLE II

MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

2.1 Membership in this Association automatically attaches to ownership of any units of the project. Membership begins with assumption of title and terminates upon sale or other transfer of title; However, termination of membership does not release any person from any liability or obligation incurred under or in any way connected with this Association during the period of membership, or impair any rights or remedies which the members have, either through the Board of Directors or directly, against any terminated former member arising out of or in any connects and obligations incident ownership and membership and the covenants and obligations incident thereto.

2.2 Meetings of the membership will be scheduled not less than once annually, the time and place of such meetings to be announced to the full membership by written notice personally, delivered or mailed to the last known address of each member not less than ten (10) or more than (20) days prior to such meeting.

2.3 Special meetings may be scheduled upon majority vote of the Board of Directors or upon written request signed by not less than ten (10) members delivered to a member of the Board of Directors.

2.4 The time and place of such special meetings, which shall be held not later than fifteen (15) days following receipt of the specified request, shall be announced as stated under 2.2 above.

2.5 Announcements of membership (homeowners) meetings shall include the proposed agenda and/or a brief description of business to be transacted at the meeting.

2.6 At any membership meeting a quorum authorized to conduct Association business will be constituted by not less than ten (10) members present or by proxy. The quorum may include any member of the Board of Directors. An affirmative vote of the majority of members present, either in person or by proxy, shall be required to transact business at any membership meeting.

2.7 At any membership meeting at which a quorum is not met, the business announced for consideration may be transacted by majority vote of the Board of Directors, or it may by such majority vote, be held over for consideration at the next meeting.

2.8 The owner in good standing of each residential unit in the project shall be entitled to one (1) vote only. Tenancy or other occupancy of a unit does not convey Association membership and/or voting rights, or the right to attend membership meetings. Good standing means all assessments paid to date of meeting where voting takes place.

2.9 Votes may be cast in person or by proxy. An owner may convey proxy voting rights only to another owner or to a duly appointed Attorney-in-Fact, and such conveyance must be filed in writing with the Secretary of the Association prior to the start of any meeting.

2.10 Members not residing in one of the project units shall keep the Secretary informed of their current address at all times. Non-resident members are urged to exercise their voting rights, either in person or by proxy, at all meetings.

ARTICLE III ADMINISTRATION

3.1 The owners of the units agree that this Association shall have the exclusive responsibility for handling all matters of joint interest in the project through their Board of Directors. No trans-action may be conducted in the name of this Association except as authorized by the Board of Directors, and the Association assumes no responsibility or obligation for any unauthorized action.

ARTICLE IV

BOARD OF DIRECTORS

4.1 The Board of Directors shall consist of five (5) members of the Association.

4.2 At each annual meeting two (2) Directors shall be elected for a term of two (2) years to replace those directors who have completed their two (2) year terms. Directors to replace any vacancies on the Board shall be appointed by the President to serve until the next annual meeting at which time a new Director shall be elected to serve the unexpired portion of the term, but not more than one (1) year. Directors, except replacements, shall assume office at the close of such annual meeting election and shall hold office for a period of two (2) years unless replaced earlier.

4.3 A nominating committee consisting of not less than three (3) Association members to propose names of members for the office of Director shall be named by the President prior to the annual meeting. These names selected by the committee will be presented to the membership at the annual meeting; additional nominations can be made from the floor.

4.4 At any annual or special meeting duly called as stated in II 2.3 any one or more of the Directors may be removed with cause by a majority of the members and a successor shall then and there be appointed to complete the term of the vacancy so created. Any Directors whose removal has been proposed shall be given the opportunity to be heard before the proposal has been put to vote. Any Director who so chooses may resign without prejudice upon written resignation presented to the President of the Association.

4.5 The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association. They may take any action deemed warranted for the operation and maintenance of a first-class residential development, except as may be prohibited by law or unauthorized by these By-Laws or by the Declaration. Such powers and duties shall include, but not be limited to, the following, all of which shall be done for and in behalf of the members:

a. Administer and enforce the covenants, conditions, restrictions easements, uses, limitations, obligations, and all other provisions set forth in the Declaration, submitting each member and unit to the provisions therein set forth, the By-Laws of the Association, and supplements, additions and/or amendments thereto.

b. Establish, make and enforce compliance with such reasonable house rules as may be necessary for the operation and use of the project, including the common areas, with the right to amend same from time to time. A copy of such rules and regulations shall be delivered or mailed to each member promptly upon promulgation and adoption thereof.

c. Keep in good order, condition and repair all of the common property, used by the owners in the enjoyment of the entire premises of the Project, and the exterior maintenance of each unit and residence as is provided in the Declaration.

d. Insure and keep insured all of the insurable common proper-
ties in an amount equal to their maximum replacement values. To
insure and keep insured all of the common fixtures, equipment and
personal property of the Association, excepting contents of the
individual units, for the benefit of the owners and their first
mortgagees. Further to obtain and maintain comprehensive liability
insurance covering the entire premises in amounts as deemed
appropriate by the Board of Directors.

e. Prepare a budget for the owners at least annually, to deter-
mine the amount of the common prorated monthly assessment (1/38 frac-
tional share of total cost for each unit) payable by each owner of
a unit and allocate such assessments among the owners, and by major-
ity vote of the Board of Directors to adjust, decrease or increase
the amount of the assessment. To levy and collect special assess-
ments whenever in the opinion of the Board of Directors it is nec-
essary to do so in order to meet increased operating or maintenance
expenses or costs, or additional capital expenditures, or because
of emergencies.

f. Collect delinquent common monthly assessments by suit or other-
wise and to enjoin or seek damages from an owner as is provided in
the Declaration and these By-Laws. Each monthly assessment is due in
advance at the first of each month, and is delinquent after the
tenth of each month. The Association shall collect interest
at the maximum legal rate per annum in connection with assessments
remaining unpaid more than thirty, (30) days from the due date of
payment thereof, together with all expenses, including attorneys fees
incurred.

g. Protect and defend the entire premises from loss and
damage by suit or otherwise.

h. Borrow funds, when necessary, in order to pay for any
expenditure or outlay required pursuant to the authority granted by
the provisions of the recorded Declaration and these By-Laws, and to
execute all such instruments evidencing such indebtedness as the
Board of Directors may deem necessary. Such indebtedness shall be
the several obligation of all of the owners in the same proportion
as their voting interest.

i. Enter into contracts within the scope of their duties and
powers.

j. Establish a bank account or accounts for the common
treasury and for all separate funds which are required or may be
deemed advisable by the Board of Directors.

k. Make repairs, additions, alterations and improvements to the
common areas and improvements thereon and to provide the exterior
maintenance upon each unit and residence as is set forth in the
Declaration consistent with managing the project in a first-class
manner and consistent with the best interests of the owners.

l. Keep and maintain full and accurate books and records show-
ing all of the receipts, expenses or disbursements and to permit
examination thereof at any reasonable time by any owner.

m. Prepare and deliver annually to each owner a statement show-
ing receipts, expenses or disbursements since the last such statement.
n. To meet at least once each quarter; a majority is needed to
conduct business.

o. Designate the personnel necessary for the maintenance and
the operation of the common elements.

p. In general, carry on the administration of the Association
and to do all of those things, necessary and reasonable, in order
to carry out the governing and operation of this Association.

q. Employ for the Association a management agent, if and when
such agent is deemed necessary and funding is available for this
purpose.

4.6 The omission or failure of the Association or any owner
to enforce the covenants, conditions, restrictions, easements, uses,
limitations, obligations or other provision of the Declaration,
the By-Laws or the regulations and house rules adopted pursuant thereto,
shall not constitute or be deemed a waiver, modification or release
thereof, and the Board of Directors or the managing agent shall have
the right to enforce the same thereafter.

ARTICLE V
OFFICERS

- 5.1 The officers of the Association shall be the President, the Vice-President, and the Secretary-Treasurer. The Secretary-Treasurer may request secretarial assistance, if desired, such assistant, if not otherwise eligible, having no Director voting rights.
- 5.2 The officers of the Association shall be selected from, and elected by a majority vote of, the Board of Directors annually at the first meeting of the Board held immediately or as soon as practicable after each annual meeting of the membership. The term of office of an officer shall be one (1) year. Officers may be re-elected to a succeeding term if said officer has a remaining year in office as a Director.
- 5.3 Any officer may be removed or replaced by a majority vote of the Board of directors, whenever, in its judgment, the best interests of the Association will be served thereby.
- 5.4 Any vacancy in any office, however occurring, may be filled by the Board of Directors for the unexpired portion of the term.
- 5.4 No officer or member of the Board of Directors shall receive any compensation for acting as such.

ARTICLE VI
INDEMNIFICATION

- 6.1 The Board of Directors may require that all officers and employees of the Association shall furnish adequate Fidelity bonds. The premium on such bonds shall be a common expense of the members of the Association.
- 6.2 The Association shall indemnify every Director, Officer, and employee, their respective successors, personal representatives and heirs, against all loss, costs, and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director, Officer, or employee of the Association, except as to matters as to which he shall be finally adjudged in such action suit, or proceeding, to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director, Officer or employee in relation to the matter involved. The foregoing rights shall not be exclusive to other rights to which such Director, Officer or employee may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as a common expense of all the owners; provided, however, that nothing in this Article contained shall be deemed to obligate the Association to indemnify any member who has been a Director, Officer, or employee of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration or these By-Laws.

- 6.3 Contracts or other commitments made by the Board of Directors, Officers or employees of the Association shall be made as agent for the owners, and they shall have no personal responsibility on any such contract or commitment (except as owners), and the liability of any owner on any such contract or commitment shall be limited to such proportionate share of the total liability thereof as his interest bears to the aggregate interest of all of the owners.

ARTICLE VII

AMENDMENTS TO THE BY-LAWS

- 7.1 These By-Laws may be amended the Association at a duly constituted meeting for such purpose; no such amendment shall take effect until after it has been presented to and approved for vote

ARTICLE VIII

FISCAL MANAGEMENT

8.1 The provisions for fiscal management of the condominium units for and in behalf of all of the unit owners which are included in the Condominium Declaration shall be supplemented by the following provisions:

8.2 The funds and expenditures of the unit owners by and through the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expense.

8.3 Current expense, which shall include all funds and expenditures within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements.

8.4 Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

8.5 Reserve for replacement, which shall include funds for repair or replacement because of damage, wear or obsolescence.

ARTICLE IX

RIGHT OF ENTRY AND ABATEMENT

9.1 Each owner upon accepting his unit, does grant the right of entry to the Board of Directors of their designated agent in the case of emergency originating in or threatening his unit, whether the owner is present at the time or not.

9.2 An owner shall permit representatives authorized by the Association, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance. In case of emergency such right of entry shall be immediate.

9.3 The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law, or the breach of any provision of the Declaration, shall give the Board of Directors or the Officers the right, in addition to any other rights set forth therein, (a) to enter the unit in which, or as to which, such violation or breach exists and to summarily remove and abate, at the expense of the defaulting unit owner, any structured things, or condition that may exist therein contrary to the intent and meaning of the provisions thereof, and the Board of Directors or their agents shall not be deemed guilty in any manner of trespass or any other civil or legal violation; (b) to enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any breach.

ARTICLE X

REIMBURSEMENT FOR SERVICES

10.1 This Association is not organized for profit, but any member of Officer or Director, may from time to time be reimbursed for his actual and reasonable expenses incurred in connection with the affairs of the Association.

ARTICLE XI

MORTGAGES AND NOTICES

11.1 An owner who mortgages his unit shall notify the Association through the managing agent or the Secretary-Treasurer or one of the Board of Directors, giving the name and address of his mortgagee. The Association shall maintain such information in a book entitled "Owner Mortgagees of Units".

11.1 The Association shall at the request of a mortgagee of a unit reveal and report to said mortgagee any unpaid assessment due from the owner of such unit.

ARTICLE XII
EVIDENCE OF OWNERSHIP

12.1 Any person on becoming an owner of a condominium unit shall furnish to the Board of Directors a photocopy or certified copy of the recorded instrument vesting that person with an interest of ownership, which instrument shall remain in the files of the Association. A member shall not be deemed to be in good standing nor shall he be entitled to vote at any annual meeting or at a special meeting of members unless this requirement is first met.

ARTICLE XIII
PERSONS AUTHORIZED TO EXECUTE INSTRUMENTS

13.1 The persons who shall be authorized to execute any and all instruments of conveyance under the provisions of the Declaration shall be the President, Vice-President, and the Secretary-Treasurer of the Association, and the same persons shall be authorized to execute promissory notes as is hereinabove in these By-Laws.

ARTICLE XIV
APPOINTING BENEFICIARY OF A TRUST DEED

14.1 Every condominium unit owner shall have the right to irrevocably constitute and appoint the beneficiary of a trust deed, conveying his unit as security for indebtedness as his true and lawful attorney to vote his unit membership in this Association at any time and all meetings of the Association; and to vest in such beneficiary or its nominee any and all rights, privileges and powers that he as unit owner under the Certificate of Incorporation and By-Laws of this Association or by virtue of the recorded Condominium Declaration. Such proxy shall become effective upon the filing of notice by the beneficiary with the Secretary-Treasurer of the Association at such time or times as the beneficiary shall deem its security in jeopardy by reason of the failure, neglect or refusal of the Association or the Board of Directors of the Association to carry out its duties as set forth in the Condominium Declaration. A release of the beneficiary's deed of trust shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve the condominium unit owners, as mortgagors, of their duties and obligations as unit owners or to impose upon the beneficiary of the Deed of Trust the duties and obligations of a unit owner.

IT WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 26 day of June, 1979.

BOARD OF DIRECTORS

Richard W. Meyer
Bill J. Foster

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Secretary-Treasurer of the Corporation (Linvale Condominium Project Association) does hereby certify that the above and foregoing By-Laws were duly adopted by the Board of Directors of said Corporation as the By-Laws of said Corporation on the 26 day of June, 1979, and that they do now constitute the By-Laws of said Corporation.

Attest: *Julia R. Bohannan*