

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP OF THE
DORAN DUPLEXES CONDOMINIUMS
LA PLATA COUNTY, COLORADO

KNOW ALL MEN BY THESE PRESENTS that Deanna Doran, president of Doran Duplexes, Inc. the Declarant does hereby make the following grants, submissions and declarations:

1. The name of the condominium property is Doran Duplexes Condominiums.

2. The condominiums are located entirely within the County of La Plata, State of Colorado.

3. The legal description of the property is:

Lot 5 of Florida Heights Subdivision, according to the plat thereof filed for record June 7, 1971 as Reception No. 364821, less and except that tract of land described in Deed recorded February 8, 1973 as Reception No. 375393; ALSO LESS AND EXCEPT those tracts of land described in deed recorded April 2, 1981 as Reception #454078

ALSO A TRACT OF LAND in the SW/4NE/4 of Section 15, Township 35 North, Range 9 West, N.M.P.M. being a portion of Lots 5 and 6, FLORIDA HEIGHTS SUBDIVISION, and more particularly described as follows:

Beginning at a point on the East line of the West 10.0 feet of Lot 5, Florida Heights Subdivision, whence the center of Section 15, township and range aforesaid bears South 53°53'05"W a distance of 1236.37 feet; thence running from said point of beginning, S23°10'E a distance of 164.37 feet; thence S62°14'13"W a distance of 50 feet; thence N06°40'45"W a distance of 175.60 feet to the point of beginning

in the County of La Plata, State of Colorado.

Which property is also described as 1940 Florida Road, Durango, Co. 81301.

3. There are 6 units numbered 1 through 6, as shown on the Condominium Map.

4. The maximum number of units that may be created by the subdivision or conversion of units in a multiple-unit dwelling owned by the declarant is six as shown on the Condominium Map.

5. A description of the limited and general common elements is:

(Clerk to the Board)

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The general common elements are all real property (including the improvements thereto and all utility service lines) owned by the Condominium Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first unit is described as follows:

All roads, common areas and easements as shown on the map of Doran Duplexes Condominiums map for which is filed for record in La Plata County records as Reception No. _____ except the areas shown as rear yards adjacent to the condominium units and the driveways from the street to the condominium units which are defined as "limited common elements".

Reference is hereby made to "definitions" for a more detailed description of the general and limited common elements.

6. No general common elements may be conveyed to any person or entity other than a condominium unit owner in common with the other condominium owners.

7. No general common elements may be allocated subsequently as limited common elements.

8. Declarant divides the condominium property into fee simple estates known as condominium units. Each such estate consists of one residential unit together with an appurtenant undivided interest as tenant in common in and to the general common elements, which undivided interest is more particularly described in Exhibit A attached hereto and made a part hereof by reference.

9. Definitions:

a. "Unit" means an individual air space unit which is contained within the perimeter walls, floors, ceilings, windows and doors of such unit in a building as shown and designated as a residential unit on the Condominium map together with all interior nonsupporting walls, fixtures and improvements therein contained, but not including any of the foundations, columns, girders, beams or other structural components of the building as shown on the Condominium Map within an individual air space unit or the perimeter walls, floors, ceilings, windows or doors enclosing an air space unit.

b. "Condominium" or "Unit" means a residential unit together with the appurtenant to such unit in the general common elements

c. "Condominium Owner" or "Owner" means a person, firm, corporation, partnership, association or other legal entity, or any combination thereof, who owns one or more condominium units.

d. "General Common Elements" means the land and the foundations, columns, girders, beams, supports, or other structural components of the building; exterior walls; fire walls; perimeter

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walls, floors, ceilings, windows and exterior doors of an individual air space unit; flues; chimneys; roofs; halls; corridors; lobbies; stairs, stairways, fire escapes, gardens; rubbish rooms; electrical equipment rooms; general storage rooms; pipes, wires, ducts, cables, conduits, public utility lines and installations of all utility services, including, but not limited to, power, light, gas, hot and cold water, and heating; interior and exterior gutters and vertical roof drains; except (a) portions of the condominium property contained entirely within and servicing only one residential unit or (b) portions of the condominium property which are designated as limited common elements under this Declaration or on the Condominium Map.

e. "Limited common elements" mean those common elements set aside and reserved for use by fewer than all the condominium owners, as described, located or shown on the Condominium Map by legend, symbol or words.

f. "Common elements" means the general common elements and the limited common elements.

g. "Common Expenses" means and includes expenses of administration and operation of the condominium property, and the expenses of maintenance, repair or replacement of the general common elements; expenses designated as common expenses by the provision of this Declaration and/or the Bylaws of the Association, all sums lawfully assessed against the units and the general common elements; and any expenses agreed upon as common expenses by a majority of the owners.

h. "Land" means the property described in paragraph 3 above.

i. "Condominium building" means the improvements located above, on or below the surface of the land.

j. "Condominium property" means the land and building or future buildings, if any, and all appurtenant rights thereto created by this Declaration.

k. "Condominium Declaration" means this Declaration together with any supplement thereto recorded in the office of the Clerk and Recorder of La Plata County, Colorado.

l. "Condominium Map" means and includes the engineering survey or surveys of the land, locating thereon the condominium buildings, the floor plans and other drawings or diagrammatic plans, including without limitation, charts or schedules depicting all or part of the improvements on the land; the Map will be filed for record in the office of the Clerk and Recorder of La Plata County, Colorado. The Map may be filed for record in parts or sections and may be supplemented or amended.

m. "Association" means Doran Duplexes Condominiums Association, a Colorado corporation, its successors and assigns,

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the Articles of Incorporation and Bylaws of which shall govern the administration of the condominium property, and the members of which shall be all of the condominium owners.

n. "Managing Agent" means the person or firm to which any of the duties, powers and functions of the Condominium Owners may be delegated, or are delegated by the board of managers of the Association..

o. "Condominiums" means the land and improvements submitted to condominium ownership by this Declaration, and subsequently submitted, if any, as hereinafter provided.

p. "Expansion Area" means that area described on the Map which is adjacent to the existing units. The description of the Expansion Area is for information purposes only and Declarant shall not be obligated to construct any units thereon.

10. Submission of property.

a. Declarant hereby submits to this Declaration the land and buildings.

b. Division into units:

The condominium property is hereby divided into fee simple estates known as condominium units. Each such estate consists of one residential unit together with an appurtenant undivided interest as a tenant in common in and to the common elements, which undivided interest is more particularly described, together with the description of each condominium unit, in Exhibit A. Each condominium unit shall be identified on the Map by the number shown in Exhibit A; there shall be no more units.

c. Partition: Declarant reserves unto itself and the successor owners of the units the right, to be held by the Declarant or any other person at any time owning a unit, to combine, divide or partition such unit or units to create spaces either larger or smaller than such unit or units as shown on the Map for the purposes of either conveyancing or leasing; provided, however, that the exercise of such right shall not increase or decrease the percentage ownership in the common elements of, or the percentage of common expenses to be paid by, any condominium owner not involved in such combination, division or partition. This right of partition shall not extend to or include any right to partition any of the common elements.

d. Declarant reserves the right to amend the Map, from time to time, to conform it to the actual location of any of the constructed improvements and to establish, vacate and relocate outside the building utility easements, access road easements and loading areas. In addition, Declarant reserves unto itself and the successor owners of any units the right to amend the Map to describe alterations resulting from the combination, division or

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portion of such unit or units pursuant to the reservation set forth in paragraph 5. c. hereof.

11. Easements for encroachments.

If any portion of the common elements now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the common elements, as a result of the construction of the buildings, or if any such encroachment shall occur hereafter as a result of settling or shifting of the condominium building or for any other reason, a valid easement for the encroachment and for the maintenance of the same so long as the condominium buildings stand shall exist. This easement herein created shall extend to any rebuilding of the units in the event of their destruction. The foregoing encroachment easements shall not be construed to be encumbrances affecting the marketability of title to any condominium unit.

12. The general common elements may be used by any owner, but such use shall not interfere with the right of other owners to the use of the elements for the purpose for which they were intended. Nothing shall be constructed on any of the general common elements without the unanimous consent of all owners of units

13. The units shall be used only for residential purposes.

14. The recording data for recorded easements and licenses appurtenant to, or included in, the condominium property or to which a portion of the condominium property is or may become subject is:

a. Easement and right of way granted to the City of Durango for a water pipeline as set forth in deed recorded in Book 206 at Page 10;

b. Utility easements shown on the plat of Florida Heights Subdivision filed as reception number 364821;

15. The owners of individual units shall be responsible for the maintenance their unit in a first class manner.

16. An easement for maintenance of the units is granted to the Condominium Association over the general common elements. Further, the Association is granted the right to create easements upon, across, over and under the common elements for installing, replacing, repairing and maintaining all utilities, provided that such utilities are reasonably necessary to the ongoing development and operation of the Doran Duplexes Condominiums.

17. An emergency easement for ingress and egress is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons to enter upon the condominium property in the performance of their duties.

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18. Maintenance responsibility and access:

a. By the owner: The owner shall have the obligation to maintain and keep in good repair the interior surfaces of walls, ceilings and floors (including carpeting, tile, wallpaper, paint or other covering), internal installation repair and maintenance of the unit such as water, light, gas, power, sewer, telephone, air conditioning, garbage disposals, doors, windows, lamps and accessories, all appurtenant limited common elements, as well as all fixtures and appliances, whether the same are common elements or not, located within such owner's unit. An owner shall not be responsible for repair occasioned by casualty unless such casualty is due to the act or negligence of the owner, his guests or tenants. An owner shall reimburse the Association for any expenditure incurred for replacing or repairing of any common element and facility damaged through fault of the owner, his guest, invitees, or tenants, and the Association shall be entitled to assess such owner for such amount which shall be payable, collectible and enforceable in the same manner as assessments pursuant to the provisions of this Declaration. No owner shall alter any common element without the prior written consent of the board of directors of the Association, except that an owner of a limited common element may modify same provided that all owners with an interest therein agree and such modification does not interfere with the rights of other unit owners.

19. By the Association. The Association shall maintain and keep in good repair as a common expense, all of the condominium property not required to be maintained by an owner.

20. Assessments for common expenses.

a. The Board of Managers shall have the right to make such assessments as are reasonably necessary for payment of common expenses as herein defined. The board shall determine the amount of the assessments necessary for that purpose and notify the owners at the end of each calendar month of the amount of the assessment to be paid by each owner. If there are extraordinary expenses to be incurred, their incurrence shall require the consent of a majority of the owners.

b. Apportionment. Except as otherwise specified herein, the percentage of common expenses to be paid by a condominium owner shall be equal to such owner's appurtenant interest in and to the common elements as set forth in Exhibit A.

c. Assessment lien. All sums assessed by the Board of Managers and which remain unpaid shall constitute a lien on such unit superior to all other liens except taxes, all sums unpaid on a first lien deed of trust or mortgage. If any assessment shall remain unpaid for 10 days after the due date thereof, the Board of Managers may impose a penalty on such defaulting owner in an amount equal to 1% per month of such assessment so long as the assessment remains unpaid. The Board of Managers may prepare a written

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notice setting forth the amount of such unpaid assessment, the amount of accrued penalty thereon, the name of the owner of the condominium unit and a description of the condominium unit, and record the same in the office of the Clerk and Recorder of La Plata County, Colorado. Such lien for assessment shall attach from the due date of the assessment. The lien may be enforced by foreclosure thereof of the defaulting owner's condominium unit in the same manner as is provided by the statutes of the State of Colorado for foreclosure of mortgages. The defaulting owner shall be responsible to pay all reasonable expenses of collection and suit.

21. Insurance.

a. The board of managers shall procure comprehensive general liability, property damage insurance and fire and hazard insurance and shall be maintained in full force at all times. The premiums shall be a common expense. If declarant shall have paid any premium, it shall be entitled to reimbursement therefor by the Association. The policy or policies shall be in such amounts as the Board may determine and shall name as insured all of the Owners and the Association. Declarant shall be named as additional insured until such time as all of the Condominium units have been sold.

b. The board of managers is hereby appointed attorney in fact for all Owners to negotiate loss adjustment on the policy or policies procured hereunder.

22. Obsolescence.

a. Renewal and construction. The owners representing an aggregate ownership interest of 85% or more, and 85% or more of the holders of any mortgage or deed of trust covering or affecting any of the condominium property, may agree that the condominium property is obsolete and adopt a plan for the renewal and reconstruction. If a plan for the renewal or reconstruction is adopted, notice of such plan shall be recorded, and the expense of renewal and reconstruction 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 written notice to the Association within fifteen (15) days after the date of adoption of such plan that his condominium unit shall be purchased by the Association for the fair market value thereof. The Association shall then have thirty (3) days within which to cancel such plan. If such plan is not canceled, 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 30 days after such agreement. 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 hereafter shall be measured. Within 20 days following the commencement date, each

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party shall nominate in writing (and give notice of such nomination to the other party) an appraiser. If either party fails to make such a 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 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, 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 appraiser as to the fair market value, or in the case of their disagreement, then 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 thereof. The expenses and fees of such appraisers shall be borne equally by the Association and the owners. The sale shall be consummated within 15 days thereafter, unless delayed by inability to secure title insurance which shall be furnished by the owner, and the Association, as attorney-in-fact, shall disburse such proceeds; provided that all common expenses and liens unpaid by owner shall be first deducted.

23. Revocation or amendment.

a. This Declaration shall not be revoked unless all the owners and all the holders of any recorded mortgage of deed of trust liens on the property of the Association and Owners unanimously consent and agree to such revocation by instrument(s) duly recorded.

b. This Declaration may not be amended unless an aggregate ownership interest of 85% or more of the common elements and the holders of 85% or more of any recorded mortgage or deed of trust lien covering or affecting any or all condominium units unanimously consent and agree to such amendment by instrument duly recorded.

24. Notice. Each owner shall register his mailing address with the Association and all notices, demands and statements shall be sent by regular United States mail, postage prepaid, addressed in the name of the owner at such registered mailing address. All notices and demands intended to be served upon the Board of Managers shall be sent by regular United States mail postage prepaid, to the following address:

1240 Florida Road, Durango, Co. 81301.

In Witness Whereof Declarant has executed this Declaration this 5th day of November 1993.

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Doran Duplexes, Inc.

by *Deanna Doran*
President

The Burns National Bank

by _____
Mortgagee

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EXHIBIT A
TO
CONDOMINIUM DECLARATION
OF
DORAN DUPLEXES CONDOMINIUMS

Unit Designation: The units are designated as Units 1 through 6 of
Doran Duplexes Condominiums
Percentage of votes in association: Each unit owner shall be
entitled to one vote in all Association
matters. In percentage 16.66%
Existing square footage: Each unit: 1727 square feet plus porch
168 square feet, plus garage, 400 square feet
Percentage of or Fraction of Common Expenses: One Sixth
Appurtenant interest in and to the General Common Elements: One-
Sixth
Appurtenant Interest in and to the Limited Common Elements: The
Limited common elements are available only to
each unit owner as set forth in the Condominium
declaration.
Maximum square footage after Expansion Area Added: None*
Maximum square footage of Expansion Area including General Common
Elements: None*
*No expansion area is provided for.

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP OF THE
DORAN DUPLEXES CONDOMINIUMS
LA PLATA COUNTY, COLORADO

KNOW ALL MEN BY THESE PRESENTS that Deanna Doran, president of Doran Duplexes, Inc. the Declarant does hereby make the following grants, submissions and declarations:

1. The name of the condominium property is Doran Duplexes Condominiums.

2. The condominiums are located entirely within the County of La Plata, State of Colorado.

3. The legal description of the property is:

Lot 5 of Florida Heights Subdivision, according to the plat thereof filed for record June 7, 1971 as Reception No. 364821, less and except that tract of land described in Deed recorded February 8, 1973 as Reception No. 375393; ALSO LESS AND EXCEPT those tracts of land described in deed recorded April 2, 1981 as Reception #454078

ALSO A TRACT OF LAND in the SW/4NE/4 of Section 15, Township 35 North, Range 9 West, N.M.P.M. being a portion of Lots 5 and 6, FLORIDA HEIGHTS SUBDIVISION, and more particularly described as follows:

Beginning at a point on the East line of the West 10.0 feet of Lot 5, Florida Heights Subdivision, whence the center of Section 15, township and range aforesaid bears South 53°53'05"W a distance of 1236.37 feet; thence running from said point of beginning, S23°10'E a distance of 164.37 feet; thence S62°14'13"W a distance of 50 feet; thence N06°40'45"W a distance of 175.60 feet to the point of beginning

in the County of La Plata, State of Colorado.

Which property is also described as 1940 Florida Road, Durango, Co. 81301.

3. There are 6 units numbered 1 through 6, as shown on the Condominium Map.

4. The maximum number of units that may be created by the subdivision or conversion of units in a multiple-unit dwelling owned by the declarant is six as shown on the Condominium Map.

5. A description of the limited and general common elements is:

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The general common elements are all real property (including the improvements thereto and all utility service lines) owned by the Condominium Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first unit is described as follows:

All roads, common areas and easements as shown on the map of Doran Duplexes Condominiums map for which is filed for record in La Plata County records as Reception No. 660299 except the areas shown as rear yards adjacent to the condominium units and the driveways from the street to the condominium units which are defined as "limited common elements".

Reference is hereby made to "definitions" for a more detailed description of the general and limited common elements.

6. No general common elements may be conveyed to any person or entity other than a condominium unit owner in common with the other condominium owners.

7. No general common elements may be allocated subsequently as limited common elements.

8. Declarant divides the condominium property into fee simple estates known as condominium units. Each such estate consists of one residential unit together with an appurtenant undivided interest as tenant in common in and to the general common elements, which undivided interest is more particularly described in Exhibit A attached hereto and made a part hereof by reference.

9. Definitions:

a. "Unit" means an individual air space unit which is contained within the perimeter walls, floors, ceilings, windows and doors of such unit in a building as shown and designated as a residential unit on the Condominium map together with all interior nonsupporting walls, fixtures and improvements therein contained, but not including any of the foundations, columns, girders, beams or other structural components of the building as shown on the Condominium Map within an individual air space unit or the perimeter walls, floors, ceilings, windows or doors, enclosing an air space unit.

b. "Condominium Unit" or "Unit" means a residential unit together with the interest in the general common elements appurtenant to such unit.

c. "Condominium Owner" or "Owner" means a person, firm, corporation, partnership, association or other legal entity, or any combination thereof, who owns one or more condominium units.

d. "General Common Elements" means the land and the foundations, columns, girders, beams, supports, or other structural components of the building; exterior walls; fire walls; perimeter

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walls, floors, ceilings, windows and exterior doors of an individual air space unit; flues; chimneys; roofs; halls; corridors, lobbies; stairs, stairways, fire escapes, gardens; rubbish rooms; electrical equipment rooms; general storage rooms; pipes, wires, ducts, cables, conduits, public utility lines and installations of all utility services, including, but not limited to, power, light, gas, hot and cold water, and heating; interior and exterior gutters and vertical roof drains; except (a) portions of the condominium property contained entirely within and servicing only one residential unit or (b) portions of the condominium property which are designated as limited common elements under this Declaration or on the Condominium Map.

e. "Limited common elements" mean those common elements set aside and reserved for use by fewer than all the condominium owners, as described, located or shown on the Condominium Map by legend, symbol or words.

f. "Common elements" means the general common elements and the limited common elements.

g. "Common Expenses" means and includes expenses of administration and operation of the condominium property, and the expenses of maintenance, repair or replacement of the general common elements; expenses designated as common expenses by the provision of this Declaration and/or the Bylaws of the Association, all sums lawfully assessed against the units and the general common elements; and any expenses agreed upon as common expenses by a majority of the owners.

h. "Land" means the property described in paragraph 3 above.

i. "Condominium building" means the improvements located above, on or below the surface of the land.

j. "Condominium property" means the land and building or future buildings, if any, and all appurtenant rights thereto created by this Declaration.

k. "Condominium Declaration" means this Declaration together with any supplement thereto recorded in the office of the Clerk and Recorder of La Plata County, Colorado.

l. "Condominium Map" means and includes the engineering survey or surveys of the land, locating thereon the condominium buildings, the floor plans and other drawings or diagrammatic plans, including without limitation, charts or schedules depicting all or part of the improvements on the land; the Map will be filed for record in the office of the Clerk and Recorder of La Plata County, Colorado. The Map may be filed for record in parts or sections and may be supplemented or amended.

m. "Association" means Doran Duplexes Condominiums Association, a Colorado corporation, its successors and assigns,

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the Articles of Incorporation and Bylaws of which shall govern the administration of the condominium property, and the members of which shall be all of the condominium owners.

n. "Managing Agent" means the person or firm to which any of the duties, powers and functions of the Condominium Owners may be delegated, or are delegated by the board of managers of the Association.

o. "Condominiums" means the land and improvements submitted to condominium ownership by this Declaration, and subsequently submitted, if any, as hereinafter provided.

p. "Expansion Area" means that area described on the Map which is adjacent to the existing units. The description of the Expansion Area is for information purposes only and Declarant shall not be obligated to construct any units thereon.

q. "Rules and Regulations" shall mean those as set forth in Exhibit B attached hereto and made a part hereof by reference.

10. Submission of property.

a. Declarant hereby submits to this Declaration the land and buildings.

b. Division into units:

The condominium property is hereby divided into fee simple estates known as condominium units. Each such estate consists of one residential unit together with an appurtenant undivided interest as a tenant in common in and to the common elements, which undivided interest is more particularly described, together with the description of each condominium unit, in Exhibit A. Each condominium unit shall be identified on the Map by the number shown in Exhibit A; there shall be no more units.

c. Partition: Declarant reserves unto itself and the successor owners of the units the right, to be held by the Declarant or any other person at any time owning a unit, to combine, divide or partition such unit or units to create spaces either larger or smaller than such unit or units as shown on the Map for the purposes of either conveyancing or leasing; provided, however, that the exercise of such right shall not increase or decrease the percentage ownership in the common elements of, or the percentage of common expense to be paid by, any condominium owner not involved in such combination, division or partition. This right of partition shall not extend to or include any right to partition any of the common elements.

d. Declarant reserves the right to amend the Map, from time to time, to conform it to the actual location of any of the constructed improvements and to establish, vacate and relocate outside the building utility easements, access road easements and

loading areas. In addition, Declarant reserves unto itself and the successor owners of any units the right to amend the Map to describe alterations resulting from the combination, division or portion of such unit or units pursuant to the reservation set forth in paragraph 5 c. hereof.

11. Easements for encroachments.

If any portion of the common elements now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the common elements, as a result of the construction of the buildings, or if any such encroachment shall occur hereafter as a result of settling or shifting of the condominium building or for any other reason, a valid easement for the encroachment and for the maintenance of the same so long as the condominium buildings stand shall exist. This easement herein created shall extend to any rebuilding of the units in the event of their destruction. The foregoing encroachment easements shall not be construed to be encumbrances affecting the marketability of title to any condominium unit.

12. The general common elements may be used by any owner, but such use shall not interfere with the right of other owners to the use of the elements for the purpose for which they were intended.

Nothing shall be constructed on any of the general common elements without the unanimous consent of all owners of units.

13. The units shall be used only for residential purposes.

14. The recording data for recorded easements and licenses appurtenant to, or included in, the condominium property or to which a portion of the condominium property is or may become subject is:

a. Easement and right of way granted to the City of Durango for a water pipeline as set forth in deed recorded in Book 206 at Page 10;

b. Utility easements shown on the plat of Florida Heights Subdivision filed as reception number 364821;

15. The owners of individual units shall be responsible for the maintenance of their unit in a first class manner.

16. An easement for maintenance of the units is granted to the Condominium Association over the general common elements. Further, the Association is granted the right to create easements upon, across, over and under the common elements for installing, replacing, repairing and maintaining all utilities, provided that such utilities are reasonably necessary to the ongoing development and operation of the Doran Duplexes Condominiums.

17. An emergency easement for ingress and egress is hereby granted to all police, sheriff, fire protection, ambulance and

other similar emergency agencies or persons to enter upon the condominium property in the performance of their duties.

18. Maintenance responsibility and access:

a. By the owner: The owner shall have the obligation to maintain and keep in good repair the interior surfaces of walls, ceilings and floors (including carpeting, tile, wallpaper, paint or other covering), internal installation repair and maintenance of the unit such as water, light, gas, power, sewer, telephone, air conditioning, garbage disposals, doors, windows, lamps and accessories, all appurtenant limited common elements, as well as all fixtures and appliances, whether the same are common elements or not, located within such owner's unit. An owner shall not be responsible for repair occasioned by casualty unless such casualty is due to the act or negligence of the owner, his guests or tenants. An owner shall reimburse the Association for any expenditure incurred for replacing or repairing of any common element and facility damaged through fault of the owner, his guest, invitees, or tenants, and the Association shall be entitled to assess such owner for such amount which shall be payable, collectible and enforceable in the same manner as assessments pursuant to the provisions of this Declaration. No owner shall alter any common element without the prior written consent of the board of directors of the Association, except that an owner of a limited common element may modify same provided that all owners with an interest therein agree and such modification does not interfere with the right of other unit owners.

19. By the Association. The Association shall maintain and keep in good repair as a common expense, all of the condominium property not required to be maintained by an owner.

20. Assessments for common expenses.

a. The Board of Managers shall have the right to make such assessments as are reasonably necessary for payment of common expenses as herein defined. The board shall determine the amount of the assessments necessary for that purpose and notify the owners at the end of each calendar month of the amount of the assessment to be paid by each owner. If there are extraordinary expenses to be incurred, their incurrence shall require the consent of a majority of the owners.

b. Apportionment. Except as otherwise specified herein, the percentage of common expenses to be paid by a condominium owner shall be equal to such owner's appurtenant interest in and to the common elements as set forth in Exhibit A.

c. Assessment lien. All sums assessed by the Board of Managers and which remain unpaid shall constitute a lien on such unit superior to all other liens except taxes, all sums unpaid on a first lien deed of trust or mortgage. If any assessment shall remain unpaid for 15 days after the due date thereof, the Board of

notice setting forth the amount of such unpaid assessment, the amount of accrued penalty thereon, the name of the owner of the condominium unit and a description of the condominium unit, and record the same in the office of the Clerk and Recorder of La Plata County, Colorado. Such lien for assessment shall attach from the due date of the assessment. The lien may be enforced by foreclosure thereof of the defaulting owner's condominium unit in the same manner as is provided by the statutes of the State of Colorado for foreclosure of mortgages. The defaulting owner shall be responsible to pay all reasonable expenses of collection and suit.

21. Insurance.

a. The board of managers shall procure comprehensive general liability, property damage insurance and fire and hazard insurance and shall be maintained in full force at all times. The premiums shall be a common expense. If declarant shall have any premium, it shall be entitled to reimbursement thereof from the Association. The policy or policies shall be in such amounts as the Board may determine and shall name as insured the Association which shall act as agent for and on behalf of the owners. Declarant shall be named as additional insured until such time as all of the Condominium units have been sold.

b. The board of managers is hereby appointed attorney in fact for all Owners to negotiate loss adjustment on the policy or policies procured hereunder.

22. Obsolescence.

a. Renewal and construction. The owners representing an aggregate ownership interest of 66.66% or more, and 66.66% or more of the holders of any mortgage or deed of trust covering or affecting any of the condominium property, may agree that the condominium property is obsolete and adopt a plat for the renewal and reconstruction. If a plan for the renewal or reconstruction is adopted, notice of such plan shall be recorded, and the expense of renewal and reconstruction 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 written notice to the Association within fifteen (15) days after the date of adoption of such plan that his condominium unit shall be purchased by the Association for the fair market value thereof. The Association shall then have thirty (30) days 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 30 days after such agreement. 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 hereafter shall be measured. Within 20 days following the commencement date, each

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party shall nominate in writing (and give notice of such nomination to the other party) an appraiser. If either party fails to make such a 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 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, and the name so drawn shall be such umpire. The nominations from whom the umpires 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 appraiser as to the fair market value, or in the case of their disagreement, then 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 thereof. The expenses and fees of such appraisers shall be borne equally by the Association and the owners. The sale shall be consummated within 15 days thereafter, unless delayed by inability to secure title insurance which shall be furnished by the owner, and the Association, as attorney-in-fact, shall disburse such proceeds; provided that all common expenses and liens unpaid by owner shall be first deducted.

23. Revocation or amendment.

a. This Declaration shall not be revoked unless all the owners and all the holders of any recorded mortgage or deed of trust liens on the property of the Association and Owners unanimously consent and agree to such revocation by instrument(s) duly recorded.

b. This Declaration may not be amended unless an aggregate ownership interest of 66.66% or more of the common elements and the holders of 66.66% or more of any recorded mortgage or deed of trust lien covering or affecting any or all condominium units unanimously consent and agree to such amendment by instrument duly recorded.

24. Notice. Each owner shall register his mailing address with the Association and all notices, demands and statements shall be sent by regular United States mail, postage prepaid, addressed in the name of the owner at such registered mailing address. All notices and demands intended to be served upon the Board of Managers shall be sent by regular United States mail postage prepaid, to the following address:

1940 Florida Road, Durango, Co. 81301.

In Witness Whereof Declarant has executed this Declaration this 5th day of November 1993.

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In Witness Whereof Declarant has executed this Declaration
this 5th day of November 1993.

Doran Duplexes, Inc.

by *Deanna Doran*
President

The Burns National Bank

by _____
Mortgagee

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EXHIBIT A
TO
FIRST AMENDMENT TO
CONDOMINIUM DECLARATION
OF
DORAN DUPLEXES CONDOMINIUMS

Unit Designation: The units are designated as Units 1 through 6 of
Doran Duplexes Condominiums

Percentage of votes in association: Each unit owner shall be
entitled to one vote in all
association matters.
(16.66%)

Existing square footage: The units have the following square
footage:

Units 1, 2 and 4--1,840 square feet plus porch 168 square
feet and garage 400 square feet

Units 3, 5 and 6--1,828 square feet plus front porch, 168
square feet and garage, 412 square feet

Percentage of or Fraction of Common Expenses -- One sixth

Appurtenant interest in and to the General Common Elements: One-
Sixth

Appurtenant interest in and to the Limited Common Elements: One-
Sixth

Maximum square footage after Expansion Area Added: None*

Maximum square footage of Expansion Area including General Common
Elements: None*

*No expansion areas is provided for.

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EXHIBIT "B"
TO
CONDOMINIUM DECLARATION
OF
DORAN DUJ LEXES CONDOMINIUMS
RULES AND REGULATIONS

1. Any common sidewalks, driveways, entrances and passageways shall not be obstructed or used by any unit owner for any other purpose than ingress to and egress from units.
2. Except as to the areas termed limited common elements, no article shall be placed on or in any of the general common elements except for those articles or personal property which are the common property of all the unit owners. No such property placed in the common property shall be removed therefrom without written permission from the Board of Managers.
3. Unit owners, members of their families, or their guests, residents, tenants, or lessees shall not use common sidewalks, entrances and passageways as play areas.
4. No vehicle belonging to or of a unit owner or member of the family or a guest, tenant, lessee of a unit owner shall be parked in such manner as to impede or prevent to any entrance to or exit from the buildings. The excessive sounding of horns from any vehicle is prohibited. No more than two cars are to be parked in front of any units garage if the garage is full. Boats are to be housed inside of the garage, and boats that are long term of any owner shall park in the owners driveway instead of in the short term guest parking area.
5. Structures of a temporary character, motor homes, boats, campers, or similar equipment shall be strictly prohibited from parking within the common elements or limited common elements for more than one day. This shall include unit owners, members of their families, or their guests, residents, tenants or lessees.
6. No work of any kind shall be done upon exterior building walls or upon general or limited common elements by any unit owner without given written permission by the Board of Managers. No signs of any kind shall be placed in windows or on doors, in the hallways, passageways, exterior of building, or common elements without prior written approval of the Board of Managers.
7. No owner, resident or lessee shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television or radio antennae, machines or air conditioning units be installed on the exterior of the project, or that protrude through the walls or the roof of the condominium improvements except as may be expressly authorized by the Association.

No occupant shall interfere in any manner with any portion of the heating or lighting apparatus in or about the building. Unless the Board of Managers gives advance written consent in each and every instance, occupants shall not install or operate in the premises any machinery or air-conditioning apparatus or use any illumination other than electric light or use or permit to be brought into the building or onto the premises any flammable oils or fluid, explosives or other articles deemed hazardous to life, limb or property. BBQ grills are acceptable.

8. Use of any of the general or limited common elements will be made in such manner as to respect the rights and privileges of other unit owners.

9. Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments, or devices in such manner as may disturb or tend to disturb owners, tenants or occupants of other units, and the same shall not be played or permitted to be played between the hours of 11:00 P.M. and the following 8:00 A.M. if the same shall disturb or tend to disturb other occupants of the condominium. No odor shall be emitted on any part of the condominium which is noxious or offensive to others. No light shall be emitted from any part of the premises which is unreasonable bright or causes unreasonable glare. Any exceptions to the above paragraph shall require written approval.

10. No garbage or trash shall be placed or kept on the premises except in covered receptacles in doors.

11. The water shall not be left running any unreasonable or unnecessary length of time on the premises.

12. Pets are allowed; however, no more than two small dogs will be allowed on the premises. If owners fence the backyard they must fence it with live structure, style and materials. In addition it should be noted that the City of Durango has a back 10 foot easement, so permanent fencing is not recommended. Cats are also allowed, but no more than three. If the animal(s) become obnoxious to other occupants, in such event, the owner or person having control of the animal shall be given written notice to correct the problem, or if not corrected, the owner, upon written notice, will be required to dispose of the animal(s). The written notice provided for herein shall be issued by the Board of Managers. No livestock, fowl or any other non-domestic animals shall be allowed.

13. Any damage to the general common elements or common personal property caused by the owner, his/her children, the guests of the owner, or the lessee of any unit owner, shall be repaired at the expense of the unit owner.

14. Determination with respect to whether or not a particular activity or occurrence shall constitute a violation of any section of the Rules and Regulations of the Association shall be made by a majority of the Board of Managers and shall be final. No warning shall be required to the offending party prior to the Board levying a fine as allowed in Section 15 of these Rules and Regulations.

15. To better enforce these Rules and Regulations, for the well-being and in the best interest of all the homeowners, the Board of Managers, upon majority decision, will have the power to fine the owner found to be in violation of these Rules and Regulations a sum not in excess of one hundred dollars (\$100.00) per violation. Notice of the fine shall be in writing and shall be mailed to the owner's address by certified mail as is shown on the deed or other document giving the owner title to his/her unit or units. If said fine is not paid within thirty (30) days of the mailing of said notice, a late charge as provided in the Declaration and By-Laws shall be imposed. Any fine shall be collectable as an assessment as provided in the Declaration and By-Laws of the Association.

16. No unit owner may lease less than the entire unit and the unit shall be leased to family units only. No lessee shall be permitted to sublet the unit or any part thereof. The owners shall be held responsible for the occupancy of their units by any persons not a part of the family unit of the owner or lessee in violation of this rule.

All leases must be in writing and must provide that the terms of the lease are subject to the provisions of the Declaration, By-Laws, and the Rules and Regulations of the Doran Duplexes Condominiums and that any failure by lessees to comply therewith shall be a default under the lease. A written copy of every lease shall be furnished to the Board of Directors or Doran Duplexes Agent. Leasing of units in the Doran Duplexes shall not be less than a one year term. In addition tenants shall be approved by the Association Manager.

For purposes of this section, "family" shall mean a group of one or more persons each related to the other by blood, marriage or legal adoption, who maintain a common household in a unit. This provision shall not apply to the owner if he occupies any unit with his immediate family, related to him by blood, marriage, or legal adoption.

All fines and late charges thereon when collected, shall be credited to the Homeowners Association Cash Reserve.

Any owner may appeal any fine at the next regular meeting of the Board of Managers after mailing of notice of the fine.