

**CONDOMINIUM DECLARATION FOR  
838 CONDOMINIUM ASSOCIATION, INC.**

THIS CONDOMINIUM DECLARATION FOR 838 CONDOMINIUM ASSOCIATION, INC. ("Declaration") is made and entered into this 22 day of December, 2005, by MDDP Investments LLC, a Colorado limited liability company ("Declarant").

**RECITALS**

- A. Declarant is the owner of certain real property located in the County of Larimer, State of Colorado, which is more particularly described as:

Building Envelope O, of Lot 6, Centre for the Advanced Technology P.U.D., Nineteenth Filing, City of Fort Collins, County of Larimer, State of Colorado.

("Property").

- B. Declarant desires to create a Condominium on the Property, pursuant to the **Colorado Common Interest Ownership Act, C.S.R. §38-33.3, et seq.**, as amended from time to time ("Act"), in which portions of the Property will be designated for separate ownership and the remainder of which will be for common ownership solely by the Unit Owners of the separate ownership interests.
- C. Declarant has incorporated 838 Condominium Association, Inc., a Colorado Nonprofit Corporation, for the purpose of exercising the functions herein set forth.

**ARTICLE 1. SUBMISSION OF PROPERTY**

- 1) Declarant hereby publishes and declares that the Property shall be held, sold, conveyed, transferred, leased, subleased and occupied subject to the following easements, covenants, conditions, and restrictions which are for the purpose of protecting the value and desirability of the Property, and which shall run with the Property and shall be binding upon and inure to the benefit of all parties having any right, title, or interest in the Property, or any portion thereof, their heirs, personal representatives, successors, and assigns. Additionally, Declarant hereby submits the Property to the provisions of the Act. To the extent this Declaration is silent on a matter covered by the Act, the provisions of the Act shall apply. If the Act is repealed, the Act as it was in effect on the effective date of such repeal shall remain applicable. To the extent this Declaration and the Act conflict, this Declaration shall govern.

**ARTICLE 2. DEFINITIONS**

- 1) **General.** When used in this Declaration, unless the context indicates otherwise, capitalized terms not otherwise defined in the Act or in the Plat or Map of the Property shall have the following meanings:
- a) "Allocated Interests" means the undivided interest in the Common Elements, the Common Expense Liability and votes in the Association allocated to each unit.
  - b) "Approval" or "Approved" (whether or not capitalized) shall mean securing the prior, written approval as required herein before doing that for which such approval is required.
  - c) "Architectural Control Committee" means all the directors of the Association in conjunction with Everitt Enterprises, Inc., which is the developer of the larger business center upon which this Property is a pad site.
  - d) "Assessments" means all Common Expense Assessments, Special Assessments, Individual Assessments and Fines levied by the Executive Board pursuant to the Documents.
  - e) "Association" means 838 Condominium Association, Inc., a Colorado Nonprofit Corporation, its successors and assigns, organized and existing under §38-33.3-308 of the Act.
  - f) "Bylaws" means any instruments, however denominated, which are adopted by the Association for the regulation and management of the Association, including amendments to those instruments.
  - g) "Capital Improvements" means the construction, erection or installation of substantial structure(s) or other substantial improvement(s) in the Condominium.
  - h) "Common Elements" means the areas designated as such on the Plat or Map, being all portions of the condominium other than the Units.
  - i) "Common Expense Assessments" means all Assessments made for Common Expenses.
  - j) "Common Expense Liability" means the liability for Common Expenses allocated to each Unit under §38-33.3-207 of the Act.
  - k) "Common Expenses" means expenditures made or financial liabilities incurred by or on behalf of the Association, together with any allocations to reserves. These expenses for the operation of the Condominium include, but are not limited to:
    - i) Expenses of administering, maintaining, leasing, insuring, repairing or replacing the Common Elements;

