

284854

**CONDOMINIUM DECLARATION SUPPLEMENT  
FOR  
WESTERMERE CONDOMINIUM  
UNIT 010**



**(CONDOMINIUM PARKING AND STORAGE UNITS)**

THIS CONDOMINIUM DECLARATION SUPPLEMENT for Westermere Condominium is dated this 30<sup>th</sup> day of March, 1993, and, is executed by Westel Acquisition Corporation, as the Declarant and owner of Westermere Condominium Unit 010, and the required owners of record, and constituting the parties who, collectively, possess the requisite percentage of right, title and interest in the real property commonly known as the Westermere Condominium.

**RECITALS**

A. On September 18, 1991, the original declarant, Westermere Development Partners Limited Partnership, executed the Condominium Declaration for Westermere Condominium. The original Condominium Declaration for Westermere Condominium was filed for record on September 19, 1991, in Book 482 Pages 598-634 of the San Miguel County real property records in the Office of the Clerk and Recorder of San Miguel County, State of Colorado;

B. The original Condominium Map for Westermere Condominium Unit 010 contained the required description for the perimeter and surface area. The original Condominium Map provided for thirteen (13) parking spaces. Although thirteen (13) parking spaces were sketched onto the original Condominium Map, the original Westermere Condominium Declaration and Map did not contain provisions or descriptions which would allow for subdivision and fee simple conveyance of individual Condominium parking and storage units;

C. Article 5.29 of the Condominium Declaration for Westermere Condominium provided that the declarant, its successors and assigns shall have the right to sell or lease individual parking spaces to unit owners or any other person;

D. Article XVI of the Condominium Declaration provided that the Condominium Declaration may be amended with the approval of owners representing seventy-five percent (75%) or more of the voting rights in the homeowners association and the holders of first mortgages encumbering units;

E. The Declarant and owners of Westermere Condominium desire to submit Condominium Unit 010, commonly referred to as the parking garage, to common interest ownership and to establish condominium parking units and storage units under and pursuant to the provisions of the Colorado Common Interest Ownership Act, Section 38-33.3-101 et. seq., C.R.S.;

F. The Declarant and owners of Westermere Condominium desire Condominium Unit 010 to be used as a subsurface parking garage, with each parking space and storage space and its appurtenances, which airspace extends from the surface of the concrete floor to the ceiling, to constitute one Condominium Parking Unit or Storage Unit; and

G. The Declarant and owners desire and intend by recording this Condominium Declaration Supplement (and the plat and map thereof) in San Miguel County, the County in which this common interest community is located, to subdivide and submit Westermere Condominium Unit 010 to the provisions of the Colorado Common Interest Ownership Act as a condominium property and to impose mutually beneficial restrictions under a general plan of improvement for the benefit of the Property and Owners thereof.

NOW THEREFORE, Declarant and owners do hereby publish and declare that all of the property described as Westermere Condominium Unit 010 and the individual Condominium Parking Units and Storage Units contained therein, are held and shall be held, conveyed, granted, hypothecated, encumbered, leased, rented, used, occupied and improved, subject to the following terms, covenants, uses, conditions, definitions easements, limitations, liens, assessments, privileges, rights, powers of attorney, obligations, reservations and restrictions and shall be deemed to run with the land and shall be a burden and a benefit to owners, and all signatories hereto, their successors, grantees and assigns, and to any person acquiring any interest in the Property and the improvements thereon, their grantees, successors, heirs, executors, administrators, devisees and assigns, all of which are hereby subjected to this Condominium Declaration Supplement.

**1. Incorporation of Terms and Provisions of Original Westermere Condominium Declaration Dated September 18, 1991.** By this reference, Westel Acquisition Corporation, as the Declarant and owner of Westermere Condominium Unit 010, and the undersigned owners do hereby incorporate into this Supplemental Condominium Declaration for Westermere Condominiums all of the terms, conditions, restrictions, covenants, provisions and definitions contained in the original Westermere Condominium Declaration dated September 18, 1991, and recorded on September 19, 1991, in the office of the Clerk and Recorder of San Miguel County, State of Colorado, in Book 482 Pages 598-634. Said original Condominium

Declaration for Westermere Condominium shall remain in full force and effect, except to the extent modified by this Condominium Declaration Supplement as the same applies to Westermere Condominium Unit 010.

**2. Original Percentage Interest in Common Elements and Voting Rights to Remain Unaltered.** The original percentage interest in common elements and voting rights for Westermere Condominium Units 010, 100, 101, 210, 211, 212, 310, 311, 312, 410, 411 and 412 as set forth in the original Westermere Condominium Declaration shall remain unaltered by this Supplemental Declaration. Each Condominium Parking Unit or Storage Unit owner in Westermere Condominium Unit 010, commonly referred to as the Parking Garage, is allocated the portion or percentage of votes in the Westermere Homeowners Association as set forth in EXHIBIT A, which is attached hereto and incorporated by reference. Said allocation shall also represent each owners' percentage of the common expenses of the Westermere Homeowners Association and each owners' percentage of undivided interest in the common elements.

**3. Supplemental Definitions.** As used in this Condominium Declaration Supplement, unless the context otherwise requires, the terms hereinafter set forth shall have the following meanings (these Definitions may also allocate duties and responsibilities, and, therefore, may be construed to designate such duties and responsibilities, in addition to defining terms). The following definitions shall supplement and be in addition to the definitions contained in the original Westermere Condominium Declaration:

a. Parking Structure means that portion of the Westermere Building and improvements that go to make up the subsurface parking garage, its access, improvements and appurtenances.

b. Parking Unit means a portion of Westermere Condominium Unit 010 for permitted vehicle parking use as more particularly described in this Condominium Declaration Supplement, designed and intended for individual ownership and consisting of any one of those portions of the Condominium for permitted vehicle parking use which is separately identified by an Identifying Number and separately shown on the Condominium Map. All the Units of the Condominium located within Condominium Unit 010 are parking units, except for those designated as storage units.

c. Condominium Parking Unit means all of that one individual airspace which is contained within the interior unfinished surfaces of the perimeter walls, floors, ceilings, or other boundary of a particular Unit as depicted and identified on the Westermere Parking Condominium Map or Condominium Maps, together with all fixtures and improvements therein contained but not including any of the structural components of the

parking structure (as such terms are hereinafter defined), if any, located within such Unit including but not limited to: bearing walls, floors, halls, corridors, stairs, stairways, fire escapes, entrances, exits, roofs (except for the interior surfaces thereof, of a perimeter wall, floor or ceiling), foundations, columns, girders, beams, supports, joists, shafts, installation of central services such as drainage, power, light, gas, incinerators, hot and cold water, heating, refrigeration, central air conditioning, elevators, stairways, escalators, tanks, pumps, motors, fans, compressors, ducts and other fixtures running through the Parking Units which are utilized for or serve more than one Condominium Unit, and in general all apparatus and installations existing for common use, wherever located, and all doors.

4. **Supplemental Map to be Filed for Record.** Prior to the conveyance of any Condominium Parking Unit or Storage Unit to a purchaser there shall be filed for record in the office of the Clerk and Recorder, San Miguel County, Colorado, a condominium map, hereinafter referred to as the "Map", which Map may be filed for record in whole or in parts or sections, from time to time, and if filed in part shall be supplemented as completed improvements are determinable. Each such Map and/or addition, section of, or Map Supplement thereto shall depict:

a. The legal description of Westermere Condominium Unit 010 and the Condominium Parking Units and Storage Units contained therein and a survey thereof;

b. The linear measurements and location, with reference to the exterior boundaries of said Property, of the Building and all improvements built within, below or upon said land depicted;

c. Perimeter floor plans and elevation plans of building improvements on said land, showing the horizontal and vertical location, the number designation and the linear dimensions of each Condominium Parking Unit and Storage Unit. Said Map need not depict those utility lines or fixtures which are located within walls, attics, attached to the ceiling, below the floor, or other places where they are not normally visible and which are General Common Elements;

d. The elevations of the unfinished interior surfaces of the floors and ceilings as established from a datum plane and the linear measurements showing the thickness of the perimeter walls, if any, and those walls separating one Unit from another, if any; and

e. The designation of each Unit as a Condominium Parking Unit or Storage Unit.

The Supplemental Condominium Map shall comply with Colorado law, and shall contain a statement of an architect, engineer or duly registered land surveyor certifying that such Map fully and accurately depicts the layout, measurement and location of all the improvements, the Building, and the Condominium Parking and Storage Unit designations, the dimensions of such Units, all Common Elements which can be reasonably depicted, and the elevations of the floors and ceilings.

**5. Statement of Purpose, Division Into Condominium Parking Units and Storage Units.** Westermere Condominium Unit 010 is hereby divided in ownership into eleven (11) Condominium Parking Units and eight (8) Condominium Storage Units, each consisting of a separate, fee simple absolute estate in a designated Unit, together with the appurtenant, fractional or percentage, undivided fee simple interest in and to the General Common Elements which is set forth opposite the designating Unit symbol on EXHIBIT A, attached to and by this reference made part of this Condominium Declaration Supplement.

**6. Statement of Maximum Number of Condominium Parking and Storage Units that Declarant Reserves the Right to Create.** Pursuant to the provisions of C.R.S. 38-33.3-205(1)(d), Westel Acquisition Corporation, as the Declarant and owner of Westermere Condominium Unit 010, reserves the right to create eleven (11) Condominium Parking Units and eight (8) Condominium Storage Units. The description and location of the Condominium Parking and Storage Units shall be set forth on Condominium Map which shall be prepared and recorded as required by law. The description and location of the Condominium Parking Units and Storage Units set forth on the Condominium Map are hereby incorporated into this Condominium Declaration Supplement.

**7. Right of Declarant to Withdraw Condominium Parking Units Pursuant to the Provisions of C.R.S. 38-33.3-205(1)(h).** Declarant reserves the right to withdraw one or more of the Condominium Parking Units from common interest ownership. The Parking Structure which constitutes Westermere Condominium Unit 010 will eventually be connected to the underground parking and utility access system serving the Telluride Mountain Village. Access to the underground parking and utility access system or delay in such connection may cause one or more of the Parking Condominium Units to be unusable or infeasible. Therefore, the Declarant reserves the right for a period not to exceed five (5) years to unilaterally withdraw one or more of the Parking Condominium Units from common interest ownership by preparing and recording a replat of Condominium Unit 101 and amending the percentage of ownership of general common elements and votes held by the remaining Condominium Parking Unit and Storage Unit owners. Said replat of Unit 010 shall not require owner, Homeowner Association, or board of director approval prior to recordation.

8. **Alterations Within and Between Condominium Parking Units and/or Storage Units.** A Condominium Parking Unit or Storage Unit owner may not make improvements or alterations to his or her Unit whether or not of a structural nature without the express written consent of the Board of Directors.

9. **Inseparability of Condominium Parking Unit Storage Unit Elements.** A Condominium Parking Unit and Storage Unit owner's undivided interest in and to the General Common Elements, and/or other rights, which are by this Condominium Declaration Supplement made appurtenant to or part of a Condominium Parking Unit, shall not be separated from the Condominium Parking Unit or Storage Unit of which it and/or they are part of or appurtenant to, by deed, lease, encumbrance or otherwise and shall be deemed to be conveyed or encumbered with the Condominium Parking Unit or Storage Unit described in a deed or other instruments.

10. **Description of Condominium Parking Unit or Storage Unit.**

a. Description of Condominium Parking Unit or Storage Unit.

A contract written pursuant to the Map and Condominium Declaration Supplement having been filed for record may legally describe a Condominium Parking Unit or Storage Unit by its identifying unit symbol and the name of this Condominium with further reference to the Map and to the Declaration, duly filed for record, with reference to book and page of recording, and reference to San Miguel County, Colorado, the County in which this common interest community is located.

b. Description Format. Subsequent to the Condominium Declaration Supplement and Map being filed for record, every contract, deed, lease, mortgage, will or any other instruments may describe a Condominium Unit in this Property according to the following description format:

"Condominium Parking Unit \_\_\_", Westermere Condominium, according to the Supplemental Condominium Map thereof filed for record, and according and subject to the Condominium Declaration recorded in Book \_\_\_\_, at Page \_\_\_\_ in the records of the San Miguel County Clerk and Recorder, San Miguel County, Colorado.

"Condominium Storage Unit \_\_\_", Westermere Condominium, according to the Supplemental Condominium Map thereof filed for record, and according and subject to the Condominium Declaration recorded in Book \_\_\_\_, at Page \_\_\_\_ in the records of the San Miguel County Clerk and Recorder, San Miguel County, Colorado.

c. Property Rights Included in Such Description. Every such description includes and describes the entire Condominium Parking Unit or Storage Unit, including its appurtenant fractional, undivided interest in and to the General Common Elements, a non-exclusive easement for ingress and egress between the Unit and the public way, exclusive or semi-exclusive use of any and all of its Common Elements, and all of the other rights, easements, obligations, limitations, covenants and restrictions included in the definition of such Condominium Parking Unit or Storage as provided in this Condominium Declaration Supplement.

d. Items Excluded from Units. A Unit shall be deemed not to include: any pipes, wires, conduits and other public utility lines, chutes, flues, ducts, hoses, drainage, joists, ventilation or other ducts, bearing walls and structural portions of the Building running through a Unit which are utilized for or serve more than one Unit. If any pipes, wires, conduits, chutes, flues, ducts, hoses, drainage apparatus, or any other apparatus lie partly within and partly outside the boundaries of any Unit, then such portions thereof which serve only that Unit shall be considered a part of that Unit and such portions thereof which serve more than one Unit shall be considered a part of the Common Elements.

e. Boundaries. Each underground Condominium Parking Unit or Storage Unit shall consist of the volumes or cubicles of space which are enclosed by the lower, upper and lateral or perimetrical boundaries described as follows:

i. Underground Upper and Lower Boundaries.

The lower boundaries of the underground Condominium Parking Units and Storage Units are horizontal planes, the elevation of which coincides with the elevation of the upper surface of the paved, concrete floor of the Building, extended to intersect the lateral or perimetrical boundaries thereof. The upper boundaries of the underground Units are horizontal planes, the elevation of which coincides with the lower surface of the exposed ceiling separating the Building garage from the Building, extended to intersect the lateral or perimetrical boundaries thereof.

ii. Lateral or Perimetrical Boundaries.

The lateral or perimetrical boundaries of the underground Condominium Units are (i) imaginary vertical planes of the center lines of the painted lines denoting and separating the underground Condominium Units, (ii) imaginary vertical planes intersecting the two imaginary

vertical planes noted in (i) above and denoting the entrance to, and the width of, each underground Condominium Unit, (iii) the vertical planes which coincide with the unfinished inside surfaces of the perimeter walls of the Building garage for those underground Condominium Units which front against the inside surface of said perimeter walls or the vertical planes which coincide with any railing or concrete step or center line of a painted line for those underground Condominium Units which front against such items, said vertical planes extended to intersect the upper and lower boundaries of the underground Condominium Units and to intersect the other lateral or perimetrical boundaries thereof. The same lateral and perimetrical boundaries shall be used to describe the Condominium Storage Units.

**11. Separate Taxation of Condominium Parking Units and Storage Units.** Written notice of the submission of this property to condominium ownership shall be given as provided by law to the San Miguel County Assessor. Thenceforth all taxes, assessments and other governmental impositions of the State of Colorado or of any political subdivision, special district or of any other taxing or assessing authority shall be assessed and collected against each Condominium Parking Unit separately and not against a Building or the Complex as a whole. Each separate Condominium Parking Unit or Storage Unit shall be designated on tax records as a separate and distinct parcel. For the purpose of valuation for assessment, the valuation of the General Common Elements shall be apportioned among the several Condominium Units in proportion to their fractional or percentage undivided interest in the General Common Elements. The lien for taxes assessed against any Condominium Unit shall be confined to that Condominium Unit. No forfeiture or sale of any Condominium for delinquent taxes, assessments or other governmental impositions shall divest or in any way affect the title to any other Condominium Unit.

**12. Title.** A Condominium Parking Unit or Storage Unit may be held and owned by more than one person as joint tenants, as tenants in common, or in any form of real property co-ownership recognized under the laws of the State of Colorado.

**13. Certain Work Prohibited.** No Condominium Parking Unit or Storage Unit owner shall undertake any work in his or her Unit or elsewhere in the Property which would jeopardize the soundness or safety of a Unit or Building, reduce the value thereof or impair an easement or hereditament thereon or thereto without the approval of the Board of Directors having been obtained prior to commencement of such work. Structural alterations shall not be made by an Owner to the Parking Structure, to roof trusses or other supporting members, common water, gas, drainage or steam pipes, electric or other utility conduits, plumbing or other fixtures connected therewith, nor shall an Owner remove any improvements or fixtures



from the Property, Parking Structure or any part thereof without prior written consent of the Board of Directors first having been obtained.

**14. Use and Occupancy of Condominium Parking Units.** Each Owner shall be entitled to the exclusive ownership and possession of his or her Condominium Parking Unit. Each Unit shall be used for parking purposes as permitted by the zoning ordinance of San Miguel County, Colorado, or the applicable ordinance then in effect, and as specified on the Supplemental Condominium Map. No use of any nature shall unreasonably interfere with the quiet use and enjoyment of any other Condominium Parking Unit or Storage Unit. A storage locker approved by the Board of Directors may be maintained within a Parking Unit.

**15. Various Rights and Easements.**

a. Association and Declarant Rights. The Association, Declarant, and Managing Agent shall have a perpetual, non-exclusive right and easement to make such use of, and to enter into or upon any of the Property, the General Common Elements, and the Condominium Parking and Storage Units under its jurisdiction as may be necessary or appropriate for the performance of the duties and functions which they are obligated or permitted to perform under this Condominium Declaration Supplement or the original Condominium Declaration. Said right of access shall include the right to install walls, utilities, lighting and performance of repairs.

b. Owner's Easement for Access, Support and Utilities. Each Condominium Parking Unit and Storage Unit shall include a perpetual, non-exclusive easement appurtenant to any part of such condominium ownership interest for access between the Unit in question and the public way adjacent to the Parking Structure, and over and across the lawns, walks, driveways and all other General Common Elements of the Parking Structure, an easement for horizontal and lateral support of her or his Unit and for utility services serving such Unit.

c. Easements for Encroachments. If any part of the General Common Elements encroaches or shall hereafter encroach upon a Condominium Parking Unit or Storage Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Elements, or upon another Unit, the Owner of the encroaching Unit shall and does have an easement for such encroachment and for the maintenance of same. Such encroachments shall not be considered to be encumbrances either against the title to the Common Elements or any Condominium Unit. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of a Building, by error in the

Map, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of any Building within the Parking Structure, or any improvement within the Parking Structure or any part thereof.

d. Easements within the Units for Repair, Maintenance and Emergencies. Some of the General Common Elements are or may be located within a Unit or may be conveniently accessible only through, over, or under a particular Condominium Parking Unit or Storage Unit. The Association, Managing Agent and each Owner shall have a perpetual easement, which may be exercised on behalf of any Owner by and through the Association or the Managing Agent, as agent for such Owner, for access through any Unit and all Common Elements, from time to time, during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit. Damage to any Unit resulting from the maintenance, repair, emergency repair or replacement of any of the Common Elements, or as a result of emergency repairs within another Unit, at the instance of the Association, shall be a Common Expense of all the Owners of the Property or the Unit Owners within a particular building, as determined by the Board, whose decision shall be binding upon the Owners. If such damage resulted from the acts or omissions of an Owner, the cost of the repair shall be a debt of said Owner. No diminution or abatement of Common Expense assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements or from action taken to comply with law, ordinance or lawful order of any governmental authority. Restoration of the damaged improvements shall be substantially the same condition as existed prior to the damage.

e. Easements Deemed Appurtenant. The easements, servitudes, uses and rights herein created shall be appurtenant to, inseparable from and part of each of the Condominium Parking Units. All conveyances of, and other instruments affecting title to a Condominium Parking Unit shall be deemed to grant and reserve the easements, servitudes, uses and rights as are herein provided, even though no specific reference to such easements, servitudes uses and rights need appear in any such conveyance.

16. **Owner's Maintenance Responsibility.** For purposes of maintenance, repair, alteration and remodeling, an Owner shall be deemed to own the materials but not surfaces of the perimeter walls, ceilings and floors within the Condominium Parking Unit or Storage Unit. An Owner shall not be deemed to own lines, pipes, wires, conduits, drainage ways, structural supports or systems (for brevity, hereafter called "Utilities") running through his Unit

which serve one or more other Units, except as co-tenant with the other Owners. An Owner's right to maintain, repair, alter and remodel a Unit carries with it the obligation to replace at his sole cost and expense, any finishing or other materials removed with similar or other types or kinds of materials of at least equal quality. An Owner shall maintain and keep in good repair and in a clean, safe, attractive and sightly condition, at his sole cost and expense, the interior of her or his own Unit, including the fixtures thereof, and the improvements affixed thereto, and such other items and areas as may be required by the By-Laws or by rules and/or regulations promulgated pursuant to this Declaration or the By-Laws. An Owner shall maintain and keep in a neat and clean condition, any area adjoining and/or leading to such Owner's Unit or appurtenant to such Owner's Condominium Unit. All fixtures and equipment installed within a Unit, commencing at the point where the utilities enter the Unit and any fixtures, storage facility, equipment and utility facilities serving only that one Unit shall be maintained and kept in repair by and at the expense of the Owner thereof. If any Owner fails to carry out or neglects the responsibilities set forth in this paragraph, the Association may fulfill the same and charge such Owner therefor, with lien rights vesting in the Association in the event of nonpayment by the Owner, including payment by that Owner of costs and reasonable attorney's fees, if any. Any expense incurred by an Owner under this paragraph shall be the sole expense of said Owner.

**17. Compliance with Provisions of this Supplemental Declaration, Original Condominium Declaration, Articles of Incorporation, By-Laws of the Association.** Each Condominium Parking Unit owner shall comply strictly with and shall cause of his or her guests, agents and tenants to comply strictly with all of the provisions of this Supplemental Declaration, Original Condominium Declaration, the Articles of Incorporation, By-Laws of the Association, and the decisions, rules, regulations and resolutions of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time. The Association's Board may from time to time, adopt, modify and enforce rules and regulations, penalties, fines and/or sanctions to compel compliance with said Articles, By-Laws, Rules, Regulations and the Declaration or to prevent or abate nuisances, disorderly or unsafe conduct in or about the Parking Structure. Owners may be held responsible and may be fined or otherwise sanctioned for the misconduct of their families, guests, agents or tenants. Failure to comply with any of such shall be grounds for legal action to recover fines, penalties and/or other sums due and for damages or injunctive relief of both, along with costs of suit and reasonable attorneys' fees, maintainable by the Managing Agent or Board of Directors in the name of the Association for itself and/or on behalf of one or more of the Owners, or, in a proper case, by an aggrieved Owner.

**18. The Association.** The Condominium Parking Units and Storage Units and all improvements thereon shall be governed and

administered by the Association. The Association shall be responsible for payment of Common Expenses, and shall be responsible for maintenance and upkeep of the Common Elements.

a. General Purposes and Powers. As set forth in the original Westermere Condominium Declaration, the Association through its Board and/or a Managing Agent shall perform functions and hold and manage property so as to further the interests of the Condominium Parking Unit owners and shall have all powers necessary or desirable to effectuate such purposes.

b. Membership. The fee simple Owner of a Condominium Parking Unit or Storage Unit within the Property shall automatically become a member of the Association, said membership being appurtenant to title to a Condominium Parking Unit or Storage Unit. The membership appurtenant to a Condominium Unit shall automatically pass with title to the Unit with each Owner automatically being entitled to the benefits and subject to the duties and responsibilities relating to the regular membership for his or her Unit. If title to a Unit is held by more than one Person, each co-owner of a fee interest in a Condominium Parking Unit shall be a Member of the Association.

c. Voting of Owners. Each Condominium Parking Unit and Condominium Storage Unit shall have the number of votes set forth on Exhibit A. Only one natural person shall exercise the voting rights of any one Condominium Parking Unit or Storage Unit at any meeting or, under other circumstances, act as spokesperson for all Owners of a given Condominium Unit.

19. **Restrictive Covenants and Obligations.**

a. No Imperiling of Insurance. No Unit owner and no owner's tenants or guests shall do anything or cause anything to be kept in or on the Building which might reasonably result in an increase in the premiums for insurance or which might reasonably cause cancellation of such insurance, without the prior written consent of the Association first having been obtained.

b. No Violation of Law. No Unit owner and no owner's guest shall do anything or keep anything in or on or about the Property which would be immoral, improper, offensive or in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body or authority having jurisdiction over the Condominium.

c. No Noxious, Offensive, Hazardous or Annoying Activities. No noxious or offensive activity shall be carried on upon any part of the Condominium Parking Unit or Storage Unit nor shall anything be done or placed on or in any part of the Unit which is or may become a nuisance or cause embarrassment,

disturbance or annoyance to others. No activity shall be conducted on any part of the Unit and no improvement shall be made or constructed on any part of the Condominium which would or might be unsafe or hazardous to any person or property. No sound shall be emitted on any part of the Unit which is unreasonably loud or annoying. No odor shall be emitted on any part of the Condominium which is noxious or offensive to others.

d. No Unsightliness. No unsightliness shall be permitted on or in any part of the Unit. Without limiting the generality of the foregoing, nothing shall be hung or placed upon any of the General Common Elements, which would or might be unsightly. The judgment of the Board shall be final in determining what is or is not unsightly within the Building subject to its jurisdiction. Objects once determined to be or not to be unsightly may later be reconsidered by the Board provided that at least a year has passed since the Board's previous consideration of the same matter.

e. No Violation of Rules. No Unit owner and no owner's guests, family, tenants or agents shall violate the rules and regulations adopted from time to time by either Association within its jurisdiction, whether relating to the use of Units, the use of General Common Elements, or otherwise.

f. Parking of Vehicles. Parking of any and all vehicles within the Unit shall be subject to the rules and regulations of the Association, which shall not defeat the rights of the Owners of parking spaces designated as their Condominium Parking Units.

g. Restriction on Parking and Storage. No part of the Condominium Parking Unit, unless specifically designated by the Association, shall be used as a parking, storage, display, or accommodation area for any type of house trailer, camping trailer, boat trailer, hauling trailer, running gear, boat, or accessories thereto, large truck or recreational vehicle such as Suburbans, except as a temporary expedient for loading, delivery or emergency (provided, however, that this restriction shall not restrict trucks or other commercial vehicles within the Condominium which are necessary for construction or maintenance), unless otherwise specifically authorized by the Association, in writing.

h. Restrictions on Signs. No signs or advertising of any nature shall be erected or maintained within the Parking Structure, including any Unit, without the prior written consent of the Board of Directors of the Association.


Determination of whether or not a particular activity or occurrence shall constitute a violation of this Paragraph shall be made by the

Board having jurisdiction and shall be final.

IN WITNESS WHEREOF, the undersigned Declarant has duly executed and approved the CONDOMINIUM DECLARATION SUPPLEMENT FOR WESTERMERE CONDOMINIUM this 30th day of April, 1993.

DECLARANT:

WESTEL ACQUISITION CORPORATION


by:   
Michael Comras, President

### CERTIFICATE OF HOMEOWNER APPROVAL

Sally Morgan, Homeowner Association Manager, does hereby certify and attest that on April 30, 1993, pursuant to the provisions of the Condominium Declaration for Westermere Condominium, the following homeowners have voted to approve and record the foregoing Condominium Declaration Supplement for Westermere Condominium Unit 010 and that, collectively, the homeowners approving said Supplement represent 76.27% of the voting rights in the Westermere Homeowners Association:

Westel Acquisition Corporation (Declarant)		49.51%
Ernie Dunlevie, Trustee Under Declaration of Trust Dated June 22, 1981	(Unit 412)	5.38%
Nickie Gore Campbell and Carolyn King	(Unit 212)	6.00%
Bruce A. Crown, Trustee Bruce A. Crown Grantor Trust and Laurie J. Crown, Trustee Laurie J. Crown Grantor Trust	(Unit 311)	7.57%
Jo Anne A. Callahan	(Unit 211)	<u>7.81%</u>
Percentage of Approval		76.27%

Dated this 7th day of May, 1993.

  
Sally Morgan, Homeowner Association Manager

## EXHIBIT A

## WESTERMERE SUPPLEMENTAL CONDOMINIUM DECLARATION

## CONDOMINIUM UNIT 010

ALLOCATION OF PERCENTAGE INTEREST IN COMMON  
ELEMENTS AND NUMBER OF VOTES

TOTAL PERCENTAGE ALLOCATED TO UNIT 010 = 11.56%

<u>Parking Unit</u>	<u>Percentage Interest in Condominium Unit 010</u>	<u>Percentage Interest in Common Elements, Number of Votes in Westermere Condominium</u>
1	7.75%	.896%
2	7.75%	.896%
3	7.75%	.896%
4	7.75%	.896%
5	7.75%	.896%
6	7.75%	.896%
7	7.75%	.896%
8	7.75%	.896%
9	7.75%	.896%
10	7.75%	.896%
11	7.75%	.896%
<u>Storage Unit</u>		
1	1.97%	.228%
2	1.97%	.228%
3	1.97%	.228%
4	1.53%	.177%
5	1.50%	.172%
6	2.14%	.247%
7	2.14%	.247%
8	1.53%	.177%
TOTAL	100.00%	11.56%