4652613 11/18/2020 04:05 PM Total Pages: 20 Rec Fee: \$108.00 Carly Koppes - Clerk and Recorder, Weld County, CO

PLAN OF MERGER AND MERGER AGREEMENT EFFECTING A MERGER OF WEST FORK VILLAGE OWNERS ASSOCIATION, INC. AND THE GARAGES OWNERS ASSOCIATION, INC.

of _________, 2020, by the West Fork Village Owners Association, Inc. and The Garages Owners Association, Inc., each being a Colorado nonprofit corporation acting pursuant to Sections 7-131-101 et seq. of the Colorado Revised Nonprofit Corporation Act, with regard to a proposed merger of these two nonprofit corporations and the associations generally known and described as "West Fork Village" and "The Garages," all located in the County of Weld, State of Colorado.

RECITALS

A. The West Fork Village Owners Association, Inc. ("West Fork Village") and The Garages Owners Association ("The Garages"), presently exist as distinct and separate nonprofit corporations, managing and governing two separate associations, requiring duplication of management duties and costs thereof; and

B. It has been preliminarily determined and approved by the Executive Boards of West Fork Village and The Garages that the requisite members of each be asked to approve the merger of the nonprofit corporations into one nonprofit corporation, thereby eliminating the duplication of administrative and management costs and for purposes of overall simplification in the governance within the West Fork Village community:

NOW, THEREFORE, West Fork Village and The Garages enter into the following agreement to merge The Garages into the West Fork Village.

I. <u>PLAN OF MERGER</u>

The Garages is proposed to be merged into the West Fork Village (West Fork Village hereinafter referred to as the "Surviving Corporation") if such merger is approved by the requisite votes of the owners of each of the existing associations.

II. OBJECT OF THE SURVIVING CORPORATION.

The object and purposes of the Surviving Corporation, if such merger is approved, will be to operate and govern the West Fork Village, pursuant to the Declaration of Covenants, Conditions and Restrictions for West Fork Village (a Common Interest Community) as recorded with the Clerk and Recorded of Weld County, Colorado on October 22, 2002 at Reception # 2998232, as amended and supplemented, (the "West Fork Declaration"), Articles of Incorporation of West Fork Village Owners Association, Inc., Bylaws of West Fork Village Owners Association, Inc., Bylaws of West Fork Village Owners Association, Inc., and any other governing documents applicable to the West Fork Village Owners Association, Inc.,

III. ARTICLES OF INCORPORATION.

The Articles of Incorporation of West Fork Village Owners Association, Inc. shall be as set forth in the Articles of Merger Merging West Fork Village Owners Association, Inc. and The Garages Owners Association, Inc. into West Fork Village Owners Association, Inc. No other amendments to such Articles of Incorporation are contemplated in connection with the merger.

IV. <u>BYLAWS</u>.

The Bylaws of the West Fork Village Owners Association, Inc. as they exist on the date of this merger shall be and remain the Bylaws for the Surviving Corporation unless and until such Bylaws are subsequently amended. No amendments to such Bylaws are contemplated in connection with the merger.

V. <u>DECLARATION OF COVENANTS</u>.

In connection with the merger, a Limited Amendment to the West Fork Declaration in the form attached hereto as Exhibit A ("Limited Amendment") is being proposed. Pursuant to C.R.S. § 7-131-102(5), the effectiveness of the merger is contingent upon the approval of the Limited Amendment by the requisite members.

VI. <u>RESOLUTION BY DIRECTORS APPROVING AND RECOMMENDING THE</u> <u>PLAN OF MERGER</u>.

The Executive Boards for The Garages and West Fork Village have adopted a resolution approving (i) the Statement of Merger; (ii) this Plan of Merger; and (iii) the Limited Amendment and each have directed that these documents, with the exception of the Limited Amendment which shall be voted upon only by the West Fork Village, be submitted to their separate members for vote with a recommendation for approval according to the appropriate requirements under Colorado law.

VII. <u>RECOMMENDATION OF ADOPTION OF THIS PLAN OF MERGER BY</u> <u>MEMBERS</u>.

The members within The Garages and West Fork Village are to be asked to vote for and to approve: (1) the Statement of Merger, and (2) the Plan of Merger. The members within the West Fork Village are to be asked to further vote for and to approve the Limited Amendment.

VIII. EFFECT OF MERGER.

If the merger, Plan of Merger, Statement of Merger, and Limited Amendment are approved by the requisite members the following shall apply:

1. The Statement of Merger shall be filed with the Colorado Secretary of State, the Plan of Merger shall be executed and recorded with the Clerk and Recorded for Weld County, Colorado, and the Limited Amendment shall be executed and recorded with the Clerk and Recorder for Weld County, Colorado.

2. The merger shall become effective upon the filing and acceptance of the Statement of Merger with the Colorado Secretary of State.

3. The Garages shall be considered merged into the surviving corporation of the West Fork Village and the separate existence of The Garages shall cease.

4. The West Fork Village will continue to be subject to all of the duties and liabilities of a corporation organized under the Colorado Revised Nonprofit Corporation Act and under applicable provisions of the Colorado Common Interest Ownership Act and subject to all of the provisions of the West Fork Declaration, the Articles of Incorporation for the West Fork Village Owners Association, Inc. and the Bylaws for the West Fork Village Owners Association, Inc.

5. West Fork Village, as the surviving corporation, shall be the legal successor for all purposes of The Garages, and the operations and activities of The Garages shall be merged into West Fork Village which shall hold all powers, rights, obligations, assets, and liabilities of The Garages as well as continuing to hold its own powers, rights, obligations, assets, and liabilities. All assets including, but not limited to, property (real and personal), bank accounts, amounts due, and title to all real estate, and other property owned by The Garages shall, without further action and by operation of law, be deemed transferred to and vested in the West Fork Village without further act or deed; and the title to any such real estate shall not revert or be in any way impaired by reason of this merger.

6. The directors, officers, and delegates of West Fork Village on the effective date of the merger shall remain as directors, officers, and delegates of West Fork Village following the merger. The directors, officers, and delegates of The Garages will be deemed to have assigned their respective rights, powers, and duties to the directors, officers, and delegates for the West Fork Village.

7. West Fork Village will assume all contracts, liabilities, and obligations of The Garages.

8. West Fork Village will accept all banking and other accounts of, or from, The Garages.

9. No contracts, agreements, easements, licenses and other obligations of The Garages or West Fork Village will be terminated, vacated, or otherwise eliminated by reason of the merger.

10. The West Fork Village will be responsible and liable for all of the liabilities and obligations of the corporations merged; and any claim existing or action or proceeding pending by or against The Garages may be prosecuted as if the merger had not taken place or the West Fork Village may be substituted in its place. Neither the rights of creditors nor any liens upon the property of The Garages shall be impaired by the merger.

11. Except as otherwise set forth in the Limited Amendment, the allocated interests of the units in the West Fork Village shall not be reallocated or otherwise affected by the merger. The allocated interests shall be as provided for in the West Fork Declaration as amended. All members of The Garages will become members of West Fork Village and hold all rights and responsibilities of West Fork Village members. The common expense liability and votes of the members shall be as provided in the West Fork Village Articles of Incorporation/Merger and Declaration as amended by the Limited Amendment, the terms of which are incorporated herein.

12. The proposed merger may be abandoned at any time prior to the effective date of merger, (i) by either The Garages or West Fork Village, by resolution of either of their Executive Boards, for any reason whatsoever, or (ii) by The Garages and West Fork Village, each acting by its Executive Board, by mutual consent, for any reason. Further, the proposed merger shall be deemed abandoned if the Statement of Merger is not filed with the Secretary of State by December 31, 2020. The recording of this Plan of Merger with the Clerk and Recorder for Weld County, Colorado conclusively establishes that no action to abandon or terminate this Plan of Merger has been taken.

IN WITNESS WHEREOF, The Garages and West Fork Village, the parties to the merger, have caused this Plan of Merger to be signed in their respective corporate names and on their behalf by their respective Presidents. By signing below, the Presidents hereby certify that the merger and Plan of Merger have been approved by the requisite members as required by applicable law.

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West Fork Village Owners Association, Inc. a Colorado nonprofit corporation

By: Its: President Date:

The Garages Owners Association, Inc. a Colorado nonprofit corporation

By: lts President 10-28-2020 Date:

STATE OF COLORADO

COUNTY OF LUELD

The foregoing Declaration was acknowledged before me on this <u>28th</u> day of <u>October</u>, 2020, by <u>Matthew</u> Shewmore President of West Fork Village Owners Association, Inc. a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 5-27-2024 THIELA SCHISSLER NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20164020433 MY COMMISSION EXPIRES MAY 27, 2024 STATE OF COLORADO)

) ss.

)) ss.

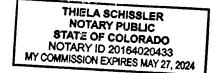
)

COUNTY OF WELL

The foregoing Declaration was acknowledged before me on this 28^{th} day of <u>Ck-toher</u>, 2020, by <u>Michael Muntony</u> as President of The Garages Owners Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 5-27-2024



Notary Public

07204514.DOCX,2

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<u>Exhibit A</u>

See attached Limited Amendment to the Declaration of Covenants, Conditions and Restrictions for West Fork Village (A Common Interest Community).

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LIMITED AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WEST FORK VILLAGE (a Common Interest Community)

THIS AMENDMENT is made this 28 day of October, 20,20.

RECITALS

A. West Fork LLC, a Colorado limited liability corporation, created the West Fork Village community ("Community") by recording a Declaration of Covenants, Conditions and Restrictions for West Fork Village, at Reception #2998232, on October 22, 2002, as amended including annexations ("Original Declaration").

B. The Original Declaration provides for and allows for this Amendment to the Original Declaration (the "Amendment") in Article 18, Section 18.2 which provides, in part, as follows:

This Declaration, or any provision of it, may be amended at any time by Owners holding not less than (a) sixty seven percent (67%) of the votes possible to be cast under this Declaration at a meeting of the Owners called for that purpose, [and] (b) at least fifty percent (50%) of the Owners of West Fork Village Units...

C. C.R.S. §38-33.3-221 provides that "an agreement of two or more common interest communities to merge or consolidate pursuant to subsection (1) of this section must be evidenced by an agreement prepared, executed, recorded, and certified by the president of the association of each of the preexisting common interest communities following approval by owners of units to which are allocated the percentage of votes in each common interest community required to terminate that common interest community."

D. Article 18. Section 18.6 of the Original Declaration, as amended, further provides that the common interest community may be terminated by 67% of the total votes of the Owners in the Association.

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

F. This Limited Amendment has been prepared and determined by the Association and by the Owners that have approved this Limited Amendment to be reasonable and not burdensome.

G. The purpose of this Limited Amendment is to reallocate the allocated interests and votes pursuant to the merger of the Association with The Garages Owners Association, Inc.

H. The undersigned, being the President and Secretary of the Association, hereby certify that Owners representing at least 67% of the Association votes and 50% of the Owners have consented and agreed to the merger and, in conjunction, this Limited Amendment.

I. As amended by this Limited Amendment, this amendment shall become part of and incorporated into the "Declaration."

NOW THEREFORE,

- I. Amendment. The Declaration is hereby amended as follows:
 - (a) **Repeal and Restatement**. Sections 2.8, 2.9, 2.17, 2.14.5 and 2.35 of Article 2 are hereby repealed in their entirety and replaced with the following:

2.8 *Auxiliary Garage Building or Garage Building*. A building containing Garage Spaces located within the Property.

2.9 Auxiliary Garage Spaces or Garage Spaces. Each individual garage space located within an Auxiliary Garage Building on the Property.

2.17 *Dwelling Unit*. A Unit that is used for residential purposes only and is designated on the recorded Map or Supplemental Map and Exhibit A to this Declaration, as amended and supplemented.

2.14.5 Common Expense benefitting fewer than all the Units may, in the discretion of the Executive Board, be assessed exclusively against those Units benefitted. Notwithstanding the foregoing, any Common Expense that is solely for the benefit of the Garage Spaces, as determined by the Board, shall be allocated exclusively to the Garage Spaces in accordance with their allocated interest.

2.35 Unit. A physical portion of the common interest community which is designated for separate ownership or occupancy. Unit shall include both Dwelling Units and Garage Spaces unless otherwise stated in the Declaration.

(b) **Repeal and Restatement**. Section 3.7 is hereby repealed in its entirety and the following Section 3.7 is substituted:

Section 3.7 Allocation of Interests and Formulas for the Allocation of Interest. The interest allocated to each Unit and the formulas for calculating the Allocation of Interest are as follows and as shown on Exhibit B to this Amendment:

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3.7.1 Undivided Interest in the Common Elements. The formula used to establish the allocations of interest is the percentage equivalent to a fraction, the numerator of which is one (1) and the denominator of which is the total number of Units subject to this Declaration, or subject to this Declaration by supplemental expansion, merger or amendment.

3.7.2 Liability for the Common Expenses. Common Expenses shall be assessed against the Dwelling Units on the basis of the same formula used to establish the allocations of interest, except that the numerator shall be one (1) and the denominator shall be the total number of Dwelling Units.

For as long as there are Class Two Members, other than the Association. Common Expenses benefitting both Dwelling Units and Garage Spaces. as determined by the Board, shall be assessed against Dwelling Units and the Garage Spaces of Class Two Members on the basis of the same formula used to establish the allocations of interest, except that the numerator shall be one (1) and the denominator shall be the total number of Dwelling Units plus the total number of Garage Spaces owned by Class Two Members.

Common Expenses allocated solely to the Garage Spaces, as determined by the Board, shall be assessed against the Garage Spaces on the basis of the same formula used to establish the allocations of interest, except that the numerator shall be one (1) and the denominator shall be the total number of Garage Spaces.

(c) **Repeal and Restatement**. Sections 4.3 and 4.4 of Article 4 are hereby repealed in their entirety and replaced with the following:

4.3 *Membership*. The Association shall have two (2) classes of membership as follows:

Class One: Class One membership shall consist of all Owners who own a Dwelling Unit or a Dwelling Unit and a Garage Space.

Class Two: Class Two shall consist of Owners of Garage Spaces only, who do not own a Dwelling Unit, including any Association owned Garage Spaces. Membership in Class Two shall terminate 1) upon the conveyance or transfer of the Garage Space to another Person; or 2) when the Owner of the Garage Space acquires a Dwelling Unit.

The voting rights of each member are set forth in Section 4.4 of this Declaration. Each Owner is subject to all the rights and duties assigned to Owners under the Association Documents.

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4.4 *Voting*. Class One Members shall be given one vote per Dwelling Unit, but no votes for Garage Spaces. No votes are allocated to Class Two Members.

(d) **Repeal and Restatement**. Section 4.10 of Article 4 is hereby repealed in its entirety and replaced with the following:

4.10 Garage Buildings. The Association may own Garage Spaces within the Garage Buildings and may sell, lease or assign such Garage Spaces to an Owner or Tenant of the Dwelling Units. All other Garage Spaces not owned by the Association must be owned by an Owner of a Dwelling Unit. Any sale of a Garage Space must be to an Owner of a Dwelling Unit or to the Association. No Garage Space may be leased or used by anyone who is not an Owner, Tenant or resident of a Dwelling Unit. The Association may adopt Rules and Regulations regarding the use of the Garage Spaces.

Notwithstanding the forgoing, the Owners of Garage Spaces who do not own a Dwelling Unit as of the effective date of this Limited Amendment shall be considered Class Two Members and may continue to own and use their Garage Spaces in a manner otherwise consistent with the Declaration until such membership is terminated as provided for in Section 4.3. Any conveyance or transfer of these Garage Spaces after the effective date of this Limited Amendment must be to an Owner of a Dwelling Unit or the Association.

(e) Addition. The following new sections are hereby added to Article 15:

15.16. *Electricity*. Unless otherwise provided by Rules and Regulations adopted by the Executive Board, the electricity provided to the Garage Spaces shall only be used on an intermittent basis, such as the operation of electric tools; and may not be used on a long term or continuous basis, such as in the use of heaters, engine block heaters, refrigerators or freezers. The Executive Board may adopt Rules and Regulations concerning continuous and other uses and the amount of assessment for any electricity costs.

(f) Annexation of Property. The property described in Exhibit A, attached hereto and incorporated herein by this reference, is hereby annexed into West Fork Village. The property described in Exhibit A is now subject to the terms and provisions of the Declaration, as amended.

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(g) **Repeal and Restatement.** Exhibit C to the 16th Amendment to the Original Declaration is hereby repealed in its entirety and the attached **Exhibit B** to this Amendment is substituted.

II. <u>No Other Amendments</u>. Except as amended by the terms of this Amendment and previous Amendments, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed by the undersigned.

corporation By: resident By:

WEST FORK VILLAGE OWNERS'

ASSOCIATION, INC., a Colorado nonprofit

STATE OF COLORADO)) ss. COUNTY OF <u>L)</u><u>E</u>[<u>d</u>)

The foregoing was acknowledged before me this <u>28th</u> day of <u>October</u> 20<u>20</u>, by <u>Matthew Shewmon</u>, President of West Fork Village Owners' Association, Inc.

Witness my hand and official seal. My commission expires: $5\pi-2020$



Notary Public

STATE OF COLORADO) COUNTY OF Weld)

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The foregoing was acknowledged before me this $\underline{28^{\text{+}}}$ day of $\underline{0ctober}$ 20<u>20</u>, by $\underline{0ctie}$ \underline{Dettie} \underline{Dettie} \underline{Dettie} , Secretary of West Fork Village Owners' Association, Inc.

Witness my hand and official seal. My commission expires: 5 - 27 - 2020



Schoole hiela Notary Public

AFTER RECORDING RETURN TO: Altitude Community Law P.C. 555 Zang Street, Suite 100 Lakewood, CO 80228 Attn: MMG

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EXHIBIT A TO

THE LIMITED AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WEST FORK VILLAGE eggal Description of the Property Appeared into West Fork Villa

(Legal Description of the Property Annexed into West Fork Village)

A parcel of land located in Tract 1, Block 9, FIRST REPLAT OF TRACTS 1, 2 and 3, WEST TBONE RANCH SUBDIVISION FIRST FILING, situated in the Northwest Quarter of Section 22, Township 5 North, Range 66 West of the Sixth Principal Meridian, City of Greeley, County of Weld, State of Colorado more particularly described as follows:

Commencing at the Southeast Corner of said Tract 1; Thence North 15°55'51" West along the East line of said Tract 1 a distance of 507.95 feet to the Northeast corner of said Tract 1; Thence South 89°36'47" West along the North line of said Tract 1 a distance of 102.18 feet to the Point of Beginning; Thence South 00°21'26" East a distance of 44.28 feet; Thence South 89°38'34" West a distance of 105.03 feet; Thence South 89°32'22" West a distance of 95.97 feet; Thence South 89°36'26" West a distance of 541.55 feet; Thence North 00°29' 11" West a distance of 44.40 feet to a point on the North line of said Tract 1; Thence North 89°36'47" East along the North line of said Tract 1 a distance of 742.66 feet to the Point of Beginning.

Also referred to as:

Units A 1, A2, A3, A4, A5, A6, and A7, Building A; Units B 1, B2, B3, B4, B5, B6, B7, B8, B9, B10, B11, and B12, Building B; Units C1, C2, C3, C4, C5, C6, C7, C8, C9, C10, C11, and C12, Building C; Units D 1, D2, D3, D4, D5, D6, D7, D8, D9, DIO, D 1 1, and D12, Building D; Units E 1, E2, E3, E4, E5, E6, E7, E8, E9, E10, E 11, and E12, Building E, THE GARAGES, according to the Condominium Map thereof recorded at Reception No. 3445385 in the records of the Clerk and Recorder of the County of Weld, State of Colorado.

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EXHIBIT B

To be attached

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Exhibit B

Allocation of Interests and Voting

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				Percentage Share	
				of Ownership in	
		Percentage Share		Common Expense	
D. I.K.		of Ownership in	Percentage Share of	allocated	
Building		Common	Owernship in	Exclusively to	
No.	Unit No.	Elements	Common Expense*	Garage Spaces	Votes
1	101	0.426%	0.555	0	1
1	102	0.426%	0.555	0	1
1	103	0.426%	0.555	0	1
1	104	0.426%	0.555		1
1	105	0.426%	0.555	0	1
1	106	0.426%	0.555		1
1	107	0.426%	0.555	0	1
1	108	0.426%	0.555	0	1
1	109	0.426%	0.555	0	1
1	110	0.426%	0.555	0	1
1	111	0.426%	0.555	0	1
1	112	0.426%	0.555	0	1
2	201	0.426%	0.555	0	1
2	202	0.426%	0.555	0	1
2	203	0.426%	0.555	0	1
2	204	0.426%	0.555	0	1
2	205	0.426%	0.555	0	1
2	206	0.426%	0.555	0	1
2	207	0.426%	0.555	0	1
2	208	0.426%	0.555	0	1
2	209	0.426%	0.555	0	1
2	210	0.426%	0.555	0	1
2	211	0.426%	0.555	0	1
2	212	0.426%	0.555	0	1
3	301	0.426%	0.555	0	1
3	302	0.426%	0.555	0	
3	303	0.426%	0.555	0	1
3	304	0.426%	0.555	0	1
3	305	0.426%	0.555	0	1
3	306	0.426%	0.555	0	1
3	307	0.426%	0.555	0	1
3	308	0.426%	0.555	0	1
3	309	0.426%	0.555	0	1
3	310	0.426%	0.555	0	1
3	311	0.426%	0.555	0	1
3	312	0.426%	0.555	0	1
4	401	0.426%	0.555	0	1

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		Percentage Share of Ownership in	Percentage Share of	Percentage Share of Ownership in Common Expense allocated	
Building		Common	Owernship in	Exclusively to	
No.	Unit No.	Elements	Common Expense*	Garage Spaces	Votes
4	402	0.426%	0.555	0	1
4	403	0.426%	0.555	0	1
4	404	0.426%	0.555	0	1
4	405	0.426%	0.555	0	1
4	406	0.426%	0.555	0	1
4	407	0.426%	0.555	0	1
4	408	0.426%	0.555	0	1
4	409	0.426%	0.555	0	1
4	410	0.426%	0.555	0	1
4	411	0.426%	0.555	0	1
4	412	0.426%	0.555	0	1
5	501	0.426%	0.555	0	1
5	502	0.426%	0.555	0	1
5	503	0.426%	0.555	0	1
5	504	0.426%	0.555	0	1
5	505	0.426%	0.555	0	1
5	506	0.426%	0.555	0	1
5	507	0.426%	0.555	0	1
5	508	0.426%	0.555	0	1
5	509	0.426%	0.555	0	1
5	510	0.426%	0.555	0	1
5	511	0.426%	0.555	0	1
5	512	0.426%	0.555	0	1
6	601	0.426%	0.555	0	1
6	602	0.426%	0.555	0	1
6	603	0.426%	0.555	0	1
6	604		0.555	0	1
6	605	0.426%	0.555	0	1
6	6 06	0.426%	0.555	0	1
6	607	0.426%		0	1
6	608	0.426%	0.555	0	1
6	609	0.426%	0.555	0	1
6	610	0.426%	0.555	0	1
6	611	0.426%		0	1
6	612	0.426%	0.555	0	1
7	701	0.426%	0.555	0	1
7	702	0.426%	0.555	0	1
7	703	0.426%	0.555	0	1
7	704	0.426%	0.555	0	1
7	705	0.426%	0.555	0	1
7	706	0.426%	0.555	0	1
7	707	0.426%	0.555	0	1

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		Percentage Share	Descentere Chara of	Percentage Share of Ownership in Common Expense	
		of Ownership in	Percentage Share of	allocated	
Building		Common	Owernship in	Exclusively to	
	Unit No.	Elements	Common Expense*	Garage Spaces	Votes
7	708	0.426%	0.555	0	1
7	709	0.426%	0.555	0	1
7	710	0.426%	0.555	0	1
7	711	0.426%	0.555	0	1
7	712	0.426%	0.555	0	1
8	801	0.426%	0.555	0	1
8	802	0.426%	0.555	0	1
8	803	0.426%	0.555	0	1
8	804	0.426%	0.555	0	1
8	805	0.426%	0.555	0	1
8	806	0.426%	0.555	0	1
8	807	0.426%	0.555	0	1
8	808	0.426%	0.555	0	1
8	809	0.426%	0.555	0	1
8	810	0.426%	0.555	0	1
8	811	0.426%	0.555	0	1
8	812	0.426%	0.555	0	1
9	901	0.426%	0.555	0	1
9	902	0.426%	0.555	0	1
9	903	0.426%	0.555	0	1
9	904	0.426%	0.555	0	1
9	905	0.426%	0.555	0	1
9	906	0.426%	0.555	0	1
9	907	0.426%	0.555	0	1
9	908	0.426%	0.555	0	1
9	909	0.426%	0.555	0	1
9	910	0.426%	0.555	0	1
9	911	0.426%	0.555	0	1
9	912	0.426%	0.555	0	1
10	1001	0.426%	0.555	0	1
10	1002	0.426%	0.555	0	1
10	1003	0.426%	0.555	0	1
10	1004	0.426%	0.555	0	1
10	1005	0.426%	0.555	0	1
10	1006	0.426%	0.555	0	1
10	1007	0.426%	0.555	0	1
10	1008	0.426%	0.555	0	1
10	1009	0.426%	0.555	0	1
10	1010	0.426%	0.555	0	1
10	1011	0.426%	0.555	0	1
10	1012	0.426%	0.555	0	1
11	1101	0.426%	0.555	0	1
11	1102	0.426%	0.555	0	1

					1	
					Percentage Share	
					of Ownership in	
			Percentage Share		Common Expense	
			of Ownership in	Percentage Share of	allocated	
Building	,		Common	Owernship in	Exclusively to	
No.	`	Unit No.	Elements	Common Expense*	Garage Spaces	Votes
L	11	1103	0.426%	0.555	Ourage Spaces	1
	11	1104	0.426%	0.555	0	1
	11	1105	0.426%	0.555	0	1
	11	1106	0.426%	0.555	0	1
	11	1107	0.426%	0.555	0	1
······	11	1108	0.426%	0.555	0	1
	11	1109	0.426%	0.555	0	1
	11	1110	0.426%	and a second	0	1
L	11	1111	0.426%	0.555	0	1
	11	1112	0.426%	0.555	0	1
	12	1201	0.426%	0.555	0	1
	12	1202	0.426%	0.555	0	1
	12	1203	0.426%	0.555	0	1
	12	1204	0.426%	0.555	0	1
	12	1205	0.426%	0.555	0	1
	12	1206	0.426%	0.555	0	1
	12	1207	0.426%	0.555	0	1
	12	1208	0.426%	0.555	0	1
	12	1209	0.426%	0.555	0	1
	12	1210	0.426%	0.555	0	1
	12	1211	0.426%	0.555	0	1
	12	1212	0.426%	0.555	0	1
	13	1301	0.426%	0.555	0	1
	13	1302	0.426%	0.555	0	1
	13	1303	0.426%	0.555	0	1
	13	1304	0.426%	0.555	0	1
	13	1 3 05	0.426%	0.555	0	1
	13	1306	0.426%	0.555	0	1
	13	1 3 07	0.426%	0.555	0	1
<u></u>	13	1308	0.426%	0.555	0	1
	13	1309	0.426%	0.555	0	1
	13	1310	0.426%	0.555	0	1
	13	1311	0.426%	0.555	0	1
	13	1312	0.426%	0.555	0	1
	14	1 4 01	0.426%	0.555	0	1
	14	1 4 02	0.426%	0.555	0	1
	14	1403	0.426%	0.555	0	1
	14	1404	0.426%	0.555	0	1
	14	1405	0.426%	0.555	0	1
	14	1406	0.426%	0.555	0	1
	14	1407	0.426%	0.555	0	1
	14	1408	0.426%	0.555	0	1

BuildingPercentage Share of Ownership in Common ExpensionPercentage Share of Ownership in Percentage Share of Owernship in Owernship inPercentage Share of allocated Exclusively to Garage Spaces1414090.426%0.555	n ise	
Percentage Shareof Ownership in Common Expensionof Ownership in of Ownership inPercentage Share of Percentage Share of 	n ise	
Percentage ShareCommon Expensionof Ownership inPercentage Share of Percentage Share of Owernship inallocatedBuildingCommonOwernship inExclusively to Garage SpacesNo.Unit No.ElementsCommon Expense*Garage Spaces	se	
Buildingof Ownership in CommonPercentage Share of Owernship inallocatedNo.Unit No.ElementsCommon Expense*Garage Spaces		
BuildingCommonOwernship inExclusively toNo.Unit No.ElementsCommon Expense*Garage Spaces		
No. Unit No. Elements Common Expense* Garage Spaces		
	Votes	┦
		1
14 1410 0.426% 0.555		1
14 1411 0.426% 0.555		1
14 1412 0.426% 0.555		1
15 1501 0.426% 0.555		1
15 1502 0.426% 0.555		1
15 1503 0.426% 0.555		1
15 1504 0.426% 0.555		1
15 1505 0.426% 0.555		1
15 1506 0.426% 0.555		1
15 1507 0.426% 0.555		1
15 1508 0.426% 0.555		1
15 1509 0.426% 0.555		1
15 1510 0.426% 0.555		1
15 1511 0.426% 0.555		1
<u>15 1512 0.426% 0.555</u>		1
		0
	.82 (0
	.82 (0
	.82 (0
A A5 0.426% 0 1	.82 (0
A A6 0.426% 0 1	.82 (0
	.82 (0
	.82 (0
	.82 (0
B B3 0.426% 0 1	.82 (0
	.82 (0
	.82 (0
	.82 (0
	.82 (0
B B8 0.426% 0 1	.82 (0
B B9 0.426% 0 1	.82 (0
B B10 0.426% 0 1	.82 (0
B B11 0.426% 0 1	.82 (0
B B12 0.426% 0 1	.82 (0
		0
		0

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				гегсенцадернаге	
				of Ownership in	
		Percentage Share		Common Expense	
		of Ownership in	Percentage Share of	allocated	
Building		Common	Owernship in	Exclusively to	
No.	Unit No.	Elements	Common Expense*	Garage Spaces	Votes
C	C3	0.426%			
c c	C4	0.426%	0	1.82	0
C C	C4 C5	0.426%		1.82	
C C	C6	0.426%	0	1.82	0
c c	C7		0	1.82	0
		0.426%	0	1.82	0
C	C8	0.426%	0	1.82	0
C	C9	0.426%	0	1.82	0
C	C10	0.426%	0	1.82	0
C	C11	0.426%	0	1.82	0
C	C12	0.426%	0	1.82	0
D	D1	0.426%	0	1.82	0
D	D2	0.426%	0	1.82	0
D	D3	0.426%	0	1.82	0
D	D4	0.426%	0	1.82	0
D	D5	0.426%	0	1.82	0
D	D6	0.426%	0	1.82	0
D	D7	0.426%	0	1.82	0
D	D8	0.426%	0	1.82	0
D	D9	0.426%	0	1.82	0
D	D10	0.426%	0	1.82	0
D	D11	0.426%	0	1.82	0
D	D12	0.426%	0	1.82	0
E	E1	0.426%	0	1.82	0
E	E2	0.426%	0	1.82	0
E	E3	0.426%	0	1.82	0
E	E4	0.426%	0	1.82	0
E	E5	0.426%	0	1.82	0
E	E 6	0.426%	0	1.82	0
E	E7	0.426%	0	1.82	0
E	E8	0.426%	0	1.82	
E	E9	0.426%	0	1.82	<u>.</u>
E	E10	0.426%	0	1.82	
E	E11	0.426%	0	1.82	0
E	E12	0.426%	0	1.82	0
TOTAL	235	100%	100%	100%	

*For as long as there are Class Two Members, other than the Association, the share of Common Expenses that benfit both Dwelling Units and Garage Spaces shall be based on the formula allocated in Section 3.7.2. Otherwise, the percentages herein shall apply.