

**GARAGE USE AGREEMENT  
BETWEEN THE OWNERS OF UNITS "J" & "K" AS  
DEFINED IN THE SIXTH SUPPLEMENTAL CONDOMINIUM  
DECLARATION OF THE MOUNTAIN GATE CONDOMINIUMS  
(SEVENTH PHASE)**

**THIS GARAGE USE AGREEMENT** is made and entered into by and between the respective owners of Units "J" and "K" of the Mountain Gate Condominiums being a part of the Condominium Project as defined in the CONDOMINIUM DECLARATION OF THE MOUNTAIN GATE CONDOMINIUMS, recorded with the Clerk and Recorder of Larimer County, Colorado on November 12, 1997 as Reception No. 97074695; and, THE CONDOMINIUM MAP OF THE MOUNTAIN GATE CONDOMINIUMS, recorded with the Clerk and Recorder of Larimer County, Colorado on November 12, 1997 as Reception No. 97074694, and the various amendments thereto. The Owner of Unit "J" is HBA JOINT VENTURE, LLC, a Colorado Limited Liability Company, having an address of, P.O. Box 785, Niwot, Colorado 80445 and HBA JOINT VENTURE, LLC, a Colorado Limited Liability Company, having an address of P.O. Box 785, Niwot, Colorado 80445.

RECITALS

WHEREAS, Units "J" and "K" of the Mountain Gate Condominiums as above defined share a vehicular parking garage located beneath the two (2) condominiums units and also share a common access thereto; and,

WHEREAS, the Owners of Units "J" and "K" of the Mountain Gate Condominiums wish by this document to set forth their respective rights and duties in regard to their respective use and maintenance of the Garage;

NOW THEREFORE upon good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Reservation of Parking Space: Each of the respective owners of Unit "J" and "K" of the Mountain Gate Condominiums shall have TWO (2) parking spaces in the Garage as is set out as a Limited Common Element in the Declaration and Map of the Mountain Gate Condominium for the parking of TWO (2) automobiles. Each of such parking spaces shall be delineated as either "J" or "K" on the floor of said Garage, and shall be further delineated by lines on the floor, as well as set forth as a Limited Common Element on the Amended Condominium Map of Mountain Gate Condominiums.

2. Use of Garage for Vehicular Turn-Around: It is understood by the owners that the garage shall also serve as a turn around for the respective owner's vehicles. Such turn around area shall be delineated by floor markings. It is understood and agree by the owners that such turn around area will not be blocked or rendered inaccessible by any owners, his guests, invitees, servants, agents and the like.

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Tony Bramble P.O. Box 728 Niwot, Co 80544

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3. Non-Interference: Neither of the respective Owners of Units "J" or "K" will in any manner interfere with the other Owner's right to use his respective designated parking spaces, nor in any manner interfere with his access thereto, including the turn-around area within the garage.

3. Garage Door Openers: Both of the Owners shall have garage door openers which shall open the Garage's vehicular door, which door will serve as vehicular access for both Owners to the garage.

4. Use of Vehicular Garage Door: The vehicular garage door will be left open by each respective owner for only so long as is reasonably necessary to gain access, park the Owner's vehicle, unload passengers and materials from such vehicle. It is understood that Units "J" and "K" of the Mountain Gate Condominiums are built over the garage and the open vehicular garage door may cause the loss of heat in the units sitting above it.

5. Storage: Each owner shall have a designated storage locker built in the Garage. storage of each respective Owner shall be within that storage locker not in the delineated parking spaces.

6. Maintenance and Repair: Each Owner shall have the right to make minor maintenance and/or repairs to their respective automobiles in the garage. However, such minor repairs shall in no manner interfere with the other Owners use of the Garage and shall not be done in such a manner as to leave oil or other automobile fluids on the garage floor, or cause noxious or unreasonable fumes, or cause loud or otherwise disturbing noises. It is also understood and agreed that the owners shall not run their vehicular engines for any period longer than is necessary to gain access and park within the garage.

7. Common Electrical System: It is understood and agreed that the electrical system in the Garage is divided between the two (2) Condominium Units, each Condominium can control its respective portion of the Garage's electricity.

8. Limitation of Use: The Owners may not use the Garage for wood work, metal work or other activities which would tend to create saw dust, metal dust or noxious odors and loud and otherwise disturbing noises. This agreement is made due to the fact that it would be hard to control any such activity, therefore, all such activity is prohibited.

9. Exterior Parking: There shall be no parking in the access-way to the Garage by any Owner.

10. Agreement as to Maintenance and Repair: Each Owners shall keep his portion of the Garage clean and in good order and repair. In the event that any part of the Garage, which is a Limited Common Element, which is not maintained by the Home Owners' Association of Mountain Gate Condominiums, shall need maintenance or repair, the Owners agree to mutually maintain such part, each paying one-half (1/2) of the costs so incurred. If there is a disagreement as to whether or not an item of maintenance is necessary, or the manner of such maintenance is in

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dispute, or if the cost of such repair becomes an item of disagreement, and the Owners cannot resolve the issue between them, each of the Owners agrees to appoint the President of the Mountain Gate Condominium Home Owners' Association as the final arbiter of such dispute. His determination as to such matter shall be final and binding on both Owners.

11. Binding Effect: This Agreement shall be binding and full force and effect to the Owners and their respective heirs, successors and assigns forever.

12. Burden and Benefit: This Agreement shall be deemed to run with the land and shall be a burden and a reserved benefit upon Units "J" and "K" Mountain Gate Condominiums and further, shall be binding on and shall inure to the benefit and the burden respectively of each such Condominium Unit and their respective Owners and their respective heirs, successors, and assigns; their respective guests, invitees, servants, agents and licensees. This Agreement shall be deemed to be for all purposes perpetual.

IN WITNESS WHEREOF, the respective Owners of Units "J" and "K" of the Mountain Gate Condominiums execute this Agreement for themselves and their respective heirs, successors, and assigns.

For Unit "J":  
HBA Joint Venture, LLC  
BY: [Signature]  
Manager

For Unit "K":  
HBA Joint Venture, LLC  
BY: [Signature]  
Manager

State Of Colorado )ss.  
County of Boulder)

The above Agreement was executed before me the 20<sup>th</sup> day of February, 2001,  
by TOBY A. BRAMBLE, Manager of HBA Joint Venture, LLC

[Signature]  
Notary

My Commission Expires Jan 22, 2005

