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CONDOMINIUM DECLARATION  
FOR  
JACKSON COURT CONDOMINIUMS

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CONDOMINIUM DECLARATION

FOR

JACKSON COURT CONDOMINIUMS

KNOW ALL MEN BY THESE PRESENTS:

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THAT WHEREAS, Shofner Properties, Inc., a Colorado Corporation (hereinafter called "Declarant") is the owner of that certain real property situated in the City and County of Denver, State of Colorado, being more particularly described on Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, Declarant plans to construct multi-unit buildings on the above-described property, including improvements and appurtenances thereto and thereon, and it desires hereby to provide for the condominium ownership of the same pursuant to the provisions of the Condominium Ownership Act of the State of Colorado; and

WHEREAS, Declarant desires to subject and place upon the above-described property certain covenants, conditions, restrictions, easements, reservations, rights-of-way and other charges set forth herein for the purpose of protecting the value and desirability of said property and for the purpose of furthering a plan for the improvement, sale and condominium ownership of said property, to the end that a harmonious and attractive development of said property may be accomplished and the health, comfort, safety, convenience and general welfare of the Declarant, its successors and assigns in said property, or any portion thereof, promoted and safeguarded.

NOW, THEREFORE, the Declarant hereby submits the above-described property, together with all improvements, appurtenances and facilities thereto and now or hereafter thereon, to condominium ownership under the Condominium Ownership Act of the State of Colorado, as the same may be amended from time to time, and hereby imposes upon all of said property the following terms, provisions, covenants, conditions, restrictions, easements, reservations, uses, limitations and obligations, which shall be deemed to run with the above-described property and all property hereafter annexed to this Declaration and shall be a burden and a benefit to Declarant, its successors, assigns, and any person acquiring or owning an interest in the above-described property and/or annexed property, their grantees, successors, heirs, executors, administrators, devisees or assigns.

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## ARTICLE ONE

### DEFINITIONS

1.1 Agencies. "Agencies" shall mean and collectively refer to, the Federal National Mortgage Association (FNMA), the Government National Mortgage Association (GNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Department of Housing and Urban Development (HUD), the Veterans Administration (VA) or any other governmental or quasi-governmental agency or any other public, quasi-public or private entity which performs (or may perform in the future) functions similar to those currently performed by any of such entities.

1.2 Association. "Association" shall mean and refer to Jackson Court Condominium Association, Inc., a Colorado nonprofit corporation, its successors and assigns. The Association shall act by and through its Board of Directors and officers.

1.3 Common Elements. "Common Elements" shall mean and refer to the totality of:

- (a) The Property; and
- (b) The Other Buildings; and
- (c) The Condominium Buildings (including, but not by way of limitation, the foundations, columns, girders, beams, supports, perimeter and supporting walls, chimneys, fireplace flues, decks, balconies, stairways, landings, roofs, stairs, stairways, entrances and exits, and the mechanical installations of the Condominium Buildings consisting of the equipment and materials making up any services such as power, light, gas, hot and cold water, heating, refrigeration, central air conditioning and incinerating which exist for common uses, including the pipes, vents, ducts, flues, chutes, conduits, wires, and other similar utility installations used in connection therewith), except for the Individual Air Space Units; and
- (d) Any backyard areas, storage sheds, sidewalks, walkways, paths, grass, shrubbery, trees, driveways, private streets, parking areas, landscaping, gardens, and recreational areas and facilities, if any, located on the Property; and
- (e) The tanks, pumps, motors, fans, compressors, ducts and, in general, all apparatus, installations and equipment of the Condominium Buildings existing for common use of the Owners; and
- (f) In general, all other parts of the Project existing for the common uses of the Owners, and all other parts



of the Project necessary or convenient to its existence, maintenance or safety, or normally in common use.

1.4 Condominium Building. "Condominium Building" shall mean and refer to any building (including all fixtures and improvements therein contained) located on the Property and within which one or more Individual Air Space Units are located.

1.5 Condominium Map. "Condominium Map" shall mean and refer to the Condominium Map for Jackson Court Condominiums, recorded or to be recorded in the records of the office of the Clerk and Recorder of the City and County of Denver, Colorado. More than one condominium map or supplement thereto may be recorded; and, without limiting the generality of the foregoing, separate condominium maps may be recorded for each Condominium Building and/or for each annexation to this Declaration pursuant to Article Seventeen hereof. If more than one condominium map or supplements thereto are recorded, then the term "Condominium Map" shall collectively mean and refer to all of such condominium maps and supplements thereto.

1.6 Condominium Unit. "Condominium Unit" shall mean and refer to the fee simple interest in and to an Individual Air Space Unit, together with all fixtures and improvements therein contained, and together with the undivided interest in the Common Elements appurtenant to the Individual Air Space Unit as shown on Exhibit B attached hereto and incorporated herein by this reference, which undivided interest is subject to being modified by annexations to this Declaration pursuant to Article Seventeen hereof.

1.7 Declarant. "Declarant" shall mean and refer to Shofner Properties, Inc., a Colorado Corporation, its successors and assigns, if such successors and assigns acquire one or more portions of the Property from the Declarant for the purpose of constructing Condominium Buildings thereon; provided, however, that for the purposes of Sections 3.3, 5.2, 11.4, 15.2 and 15.3 of this Declaration, no person or entity shall be considered a Declarant under any of the aforesaid provisions, unless such person or entity shall first be designated by Shofner Properties, Inc., as a Declarant for one or more of said purposes by a written instrument duly recorded in the City and County of Denver, Colorado.

1.8 Declaration. "Declaration" shall mean and refer to this Condominium Declaration, as it may be amended from time to time.

1.9 First Mortgage. "First Mortgage" shall mean and refer to any unpaid and outstanding mortgage, deed of trust or other security instrument encumbering a Condominium Unit, and



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recorded in the records of the office of the Clerk and Recorder of the City and County of Denver, Colorado, having priority of record over all other recorded liens except those governmental liens made superior by statute (such as general ad valorem tax liens and special assessments). "First Mortgage," for purposes of Sections 7.9, 7.10, 7.11 and, with respect to notice of cancellation or substantial modification of certain insurance policies, to Section 8.2 hereof, shall also mean and refer to any executory land sales contract wherein the Administrator of Veterans Affairs, an Officer of the United States of America, is the seller, whether such contract is recorded or not, and whether such contract is owned by the said Administrator or has been assigned by the said Administrator and is owned by the Administrator's assignee, or a remote assignee, and the land records in the Office of the Clerk and Recorder of the City and County of Denver, Colorado, show the said Administrator as having the record title to the Condominium Unit.

1.10 First Mortgagee. "First Mortgagee" shall mean and refer to any person named as a mortgagee or beneficiary under any First Mortgage (including, for purposes of Sections 7.9, 7.10, 7.11 and, with respect to notice of cancellation or substantial modification of certain insurance policies, to Section 8.2 hereof, the Administrator of Veterans Affairs, an Officer of the United States of America, or his assigns under any executory land sales contract wherein the said Administrator is identified as the seller, whether such contract is recorded or not and the land records in the Office of the Clerk and Recorder of the City and County of Denver, Colorado, show the said Administrator as having the record title to the Condominium Unit), or any successor to the interest of any such person under such First Mortgage.

1.11 General Common Elements. "General Common Elements" shall mean and refer to all of the Common Elements except the Limited Common Elements. Subject to any other applicable terms and provisions of this Declaration, upon the written consent of all Owners any General Common Element may be conveyed to any person or entity other than the Owners.

1.12 Individual Air Space Unit. "Individual Air Space Unit" shall mean and refer to the air space contained within the enclosed rooms occupying part of a floor or floors in a Condominium Building and bounded by the unfinished interior surfaces of the perimeter walls (or the adjoining walls, if two or more Individual Air Space Units adjoin each other), unfinished interior surfaces of floors (or the lowermost floors, if it is an Individual Air Space Unit containing more than one level), unfinished interior surfaces of ceilings (or the uppermost ceilings, if it is an Individual Air Space Unit containing more than one level), and the unfinished interior surfaces of windows and window frames, doors and door frames of a Condominium Unit.

Building, and which is separately identified on the Condominium Map. For purposes of this definition an enclosed room shall be deemed to include the air-space within any fireplace hearth beneath the damper (in its closed position). Said Individual Air Space Unit is to be used for residential purposes and shall have access to a public street. 10-58

1.13 Limited Common Elements. "Limited Common Elements" shall mean and refer to those parts of the Common Elements which are either limited to and reserved for the exclusive use of the Owner or Owners of a particular Condominium Unit or are limited to and reserved for the common use of the Owners of more than one, but fewer than all, of the Condominium Units. Without limiting the foregoing, the Limited Common Elements shall include the landing, deck, balcony and fireplace flue adjacent to an Individual Air Space Unit, and the utility, heating, air conditioning and domestic hot water equipment contained within or providing exclusive service to such Individual Air Space Unit or all Individual Air Space Units within any Condominium Building, which Limited Common Elements shall be used in connection with the applicable Individual Air Space Unit to the exclusion of the use thereof by the other Owners, except by invitation. The exterior stairways which provide access to upstairs Condominium Units are Limited Common Elements appurtenant to those Condominium Units to which they provide access. No reference to any Limited Common Elements identified in this Section 1.14 need be made in any instrument of conveyance, encumbrance or other instrument.

1.14 Member. "Member" shall mean and refer to each Owner of a Condominium Unit that is subject to the assessment provisions hereof; membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Condominium Unit.

1.15 Other Building. "Other Building" shall mean and refer to any building or other similar structure (including all fixtures and improvements therein contained) located on the Property, but excluding any Condominium Building.

1.16 Owner. "Owner" shall mean and refer to any record owner (including Declarant and including a contract seller), whether one or more persons or entities, of a fee simple title interest to any Condominium Unit; but excluding, however, any such record owner having such an interest merely as security for the performance of an obligation (unless such person has acquired fee simple title interest therein pursuant to foreclosure or any proceedings in lieu thereof).

1.17 Project. "Project" shall mean and refer to the totality of all the Property, Condominium Buildings, Other Buildings, Condominium Units and Common Elements.

1.18 Property. "Property" shall mean and refer to that certain property described on Exhibit A attached hereto and incorporated herein by this reference, together with any property which may hereafter be annexed to this Declaration pursuant to Article Seventeen hereof.

## ARTICLE TWO

### DIVISION OF PROJECT INTO CONDOMINIUM OWNERSHIP

2.1 Division Into Condominium Units. The Project is hereby initially divided into four (4) separate Condominium Units, each of which shall have an undivided interest in the Common Elements appurtenant thereto, as identified on Exhibit B attached hereto, which undivided interest shall be a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Condominium Units in the Project as enlarged from time to time by any annexations of additional Condominium Units pursuant to Article Seventeen hereof.

2.2 Inseparability. Each Condominium Unit, as well as all other appurtenances, rights and burdens connected therewith, shall be inseparable and may be transferred, conveyed, leased, devised, encumbered or otherwise disposed of only as a Condominium Unit. Every conveyance, transfer, devise, lease, encumbrance or other disposition of a Condominium Unit shall be deemed to be a conveyance, transfer, devise, lease, encumbrance or other disposition, as the case may be, of the entire Condominium Unit, together with all appurtenant rights, interests, duties and obligations, created by law or by this Declaration.

2.3 Non-Partitionability. The Common Elements shall be owned in common by all of the Owners and shall remain undivided. By the acceptance of his deed or other instrument of conveyance or assignment, each Owner specifically waives his right to institute and/or maintain a partition action or any other action designed to cause a division of the Common Elements. Furthermore, each Owner agrees that this Section 2.3 may be pleaded as a bar to the maintenance of such an action. Any violation of this Section shall entitle the Association to collect, jointly and severally, from the parties violating the same, the actual attorney's fees, costs, expenses and all damages which the Association incurs in connection therewith.

## ARTICLE THREE

### CONDOMINIUM MAP

3.1 Recording. The initial Condominium Map, covering all or any portion of the Property, and each subsequent Condo-



minium Map, if any, shall be recorded in the office of the Clerk and Recorder of the City and County of Denver, Colorado, prior to conveyance of the first Condominium Unit shown on such Condominium Map.

3.2 Content. Each Condominium Map shall depict and show at least the following: the legal description of the land and a survey thereof; the location of the Condominium Building(s) in reference to the exterior boundaries of the land; the floor and elevation plans; the location of the Individual Air Space Units within the Condominium Building(s), both horizontally and vertically; the Condominium Unit designations; and the Condominium Building designations. Each such Condominium Map shall contain the certificate of a registered professional engineer, licensed architect or registered land surveyor certifying that the Condominium Map substantially depicts the aforesaid information, and an affirmation that such Condominium Map was prepared subsequent to substantial completion of the improvements shown thereon. In interpreting the Condominium Map, the existing physical boundaries of each separate Condominium Unit, as constructed, shall be conclusively presumed to be its boundaries.

3.3 Amendments. Declarant hereby reserves unto itself the right, from time to time, without obtaining the consent or approval of any Owner or First Mortgagee, to amend any Condominium Map in order to conform such Condominium Map to the actual location of any improvement(s) constructed, installed or erected on the Property, or to establish and designate any General Common Elements as Limited Common Elements. The rights accorded to Declarant in this Section 3.3 shall expire on the date of conveyance of the last Condominium Unit by Declarant to the first purchaser thereof (other than Declarant).

#### ARTICLE FOUR

##### OWNER'S PROPERTY RIGHTS IN COMMON ELEMENTS

4.1 Rights of Owner's Easements of Enjoyment and Rights of Ingress and Egress. Every Owner, his family members, guests and licensees shall have a right and easement of enjoyment in and to the General Common Elements and those Limited Common Elements appurtenant to his Condominium Unit, plus a right and easement of ingress and egress over, across and upon the General Common Elements and those Limited Common Elements appurtenant to his Condominium Unit for the purpose of getting to and from his Condominium Unit, parking areas, and public ways, for both pedestrian and vehicular travel, which rights and easements shall be appurtenant to and pass with the transfer of title to the Owner's Condominium Unit; provided, however, that such rights and easements shall be subject to the following:



(a) The terms, provisions, covenants, conditions, restrictions, easements, reservations, uses, limitations and obligations contained in this Declaration and the Condominium Map; and

(b) The right of the Association to suspend the voting rights of any Member for any period during which any Association assessment against such Member or against such Member's Condominium Unit remains unpaid and, for any period not to exceed sixty (60) days, as a result of such Member's infraction, or the infraction by any member of such Member's family or such Owner's guests or invitees, of any rule or regulation of the Association; and

(c) The right of the Association to adopt, from time to time, rules and regulations concerning the Condominium Units, Common Elements, and/or any property owned by the Association, and any facilities located thereon, as the Association may determine is necessary or prudent; and

(d) The right but not the obligation of the Declarant, as long as it retains control of the Association, and of the Association, from time to time, to assign specific parking spaces or areas for the exclusive use of the Owners of particular Condominium Units or particular Condominium Buildings, and to vacate or change the assignment thereof; provided, however, that each two bedroom Condominium Unit shall have the right to use two (2) parking spaces for the purpose of vehicular parking, and that each one bedroom Condominium Unit shall have the right to use one (1) parking space for the purpose of vehicular parking irrespective of whether such parking spaces are part of the Common Elements or within an Individual Air Space Unit, and each Owner of a Condominium Unit shall have the right to use such parking spaces; and

(e) The right of the Declarant to designate, on the Condominium Map, or on any deed whereby Declarant conveys title to any Condominium Unit, or on any combination thereof, specific parking space(s) as Limited Common Elements for the exclusive use of the Owner(s) of particular Condominium Units, provided that this right shall terminate upon conveyance by Declarant of the last Condominium Unit to the first purchaser thereof (other than Declarant); and

(f) Subject to Section 6.7 hereof, the right of the Association to grant permits, licenses and easements over the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Project.

4.2 Limited Common Elements. Subject to the terms and provisions of this Declaration, every Owner shall have the exclusive right to use and enjoy the Limited Common Elements appurtenant to his Condominium Unit.

4.3 Major Recreational Facilities. In accordance with the Colorado Condominium Ownership Act, Declarant hereby declares that it is anticipated that there will be no major recreational facilities within the Project.

#### ARTICLE FIVE

##### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

5.1 Membership. Every Owner of a Condominium Unit which is subject to the assessment provisions hereof shall be a Member of the Association and shall remain a Member for the period of his ownership of a Condominium Unit; provided, however, that in no event shall the total number of Association votes which are cast with respect to such Condominium Unit exceed the total number of votes allocable thereto, as provided in Section 5.2 hereof. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Condominium Unit.

5.2 Classes of Voting Membership. The Association shall have two classes of voting membership.

(a) Class A. The Class A Members shall be all Owners, with the exception of Declarant, and shall be entitled to one vote for each Condominium Unit owned. When more than one Owner holds an interest in the same Condominium Unit, all such Owners shall be members and the vote for such Condominium Unit shall be cast as the Owners thereof agree, but in no event shall more than one vote per question be cast with respect to such Condominium Unit. If the Owners of such Condominium Unit do not agree as to the manner in which their vote should be cast when called upon to vote, then they shall be treated as having abstained.

(b) Class B. The Class B Member(s) shall be Declarant, and shall be entitled to three votes for each Condominium Unit owned which is neither leased, rented, nor otherwise occupied as a residence. Leasing, renting, or allowing entry for residential occupancy shall terminate the Declarant's weighted voting advantage in relation to any Condominium Unit so leased, rented or occupied as a residence, and will limit Declarant in relation to any such Condominium Units to the same voting rights as a Class A member.

(d) Conversion of Class B to Class A Membership.  
The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earliest:

(1) one hundred twenty (120) days after that date on which the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; provided, however, that if within said 120-day period the Declarant shall record in the City and County of Denver, Colorado, a Statement of Intention to Annex additional property to this Declaration pursuant to Article Seventeen hereof, such that after such recording there are again more votes outstanding in the Class B membership than in the Class A membership, then the Class B membership shall not cease and shall not be converted to Class A membership; or

(2) On that date which is three (3) years after the date of recording of this Declaration in the office of the Clerk and Recorder of the City and County of Denver, Colorado; or

(3) On a date certain set forth in written notice from the Declarant to the Secretary of the Association stating the Declarant's intent to terminate the Class B Membership as of such date; provided, however, that in the event there is then more than one Declarant owning property within the Project, such notice must be signed by all such Declarants.

#### ARTICLE SIX

##### THE ASSOCIATION

6.1 Management and Maintenance Duties. Subject to the rights of Owners as set forth in this Declaration, the Association shall:

(a) be responsible for the management, control, maintenance, repair, replacement and improvement of the Common Elements (including facilities, furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair; provided, however, that each Owner shall be responsible for the exclusive maintenance, repair and replacement of all fixtures, equipment and utilities installed or located within such Owner's Individual Air Space Unit, and all other equipment providing exclusive service thereto or therefor and any service lines therefrom to the Condominium Unit, including without limitation all garage door openers and all utility, heating, plumbing, air conditioning and domestic hot



water equipment and appurtenances, condensers, compressors, and hot water heaters, if any, regardless of whether such fixtures, equipment and utilities are owned by said Owner or are Common Elements, and for keeping the Limited Common Elements, or portions thereof, designated for use solely in connection with his Condominium Unit, in a good, clean, sanitary and attractive condition;

(b) maintain and repair the exterior surfaces of the Condominium Buildings (including, without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, and the maintenance and repair of roofs, but excluding windows, window screens, window washing, or any maintenance, repair or replacement as provided in Section 6.2 of this Declaration);

(c) maintain all grass, trees, shrubbery, flowers and other landscaping constituting part of the Common Elements, except backyard areas which were Limited Common Elements.

The expenses, costs and fees of such management, operation, maintenance, repair, replacement and improvement shall be paid by the Association. The prior approval of the Owners shall not be required in order for the Association to pay any such expenses, costs and fees, regardless of the amounts thereof.

6.2 Owner's Negligence, Prohibition of Certain Activities.

(a) Notwithstanding anything to the contrary contained in this Declaration, in the event that the need for maintenance, repair or replacement of the Common Elements, or any portion thereof, is caused through or by the negligent or willful act or omission of an Owner, or by any member of an Owner's family or by an Owner's guests or invitees (such determination of negligence or willful act or omission, and the amount of the Owner's liability therefor, having been determined by the Association by a hearing after notice to the Owner), then the expenses, costs and fees incurred by the Association for such maintenance, repair or replacement shall be the personal obligation of such Owner; and, if not repaid to the Association within ten (10) days after the Association shall have given notice to the Owner of the total amount of such expenses, costs and fees, or any portions thereof, from time to time, then the failure to so repay shall automatically become a default assessment determined and levied against such Condominium Unit and Owner, and the Association may proceed in accordance with Section 7.8 hereof.

(b) Further, nothing shall be done or kept in any Condominium Unit or in or on the Common Elements, or any part thereof, which would be in violation of any statute, rule,



ordinance, regulation, permit or other imposed requirement of any governmental body having jurisdiction over the same. No damage to, or waste of, the Common Elements, or any part thereof, shall be committed by any Owner, or by any member of an Owner's family, or by a guest, invitee, or contract purchaser of any Owner. Each Owner shall indemnify and hold the Association and the other Owners harmless from and against all loss and damage resulting from any action or activity committed by him, the members of his family, his guests, invitees or contract purchasers, which is in violation of this Section 6.2(b). At its own initiative or upon the written request of any Owner (and, if the Association determines that further action by it is proper), then after notice and a hearing by the Association, the amounts to be indemnified shall be and constitute a default assessment in accordance with Section 7.8 hereof, and the Association shall enforce the foregoing indemnity in the same manner as provided in Section 10.2 hereof with respect to an Owner's indemnity against mechanic's liens. 1758

6.3 Management Agreements and Other Contracts. Any agreement for professional management of the Association's business or other contract providing for services of the Declarant shall have a maximum term of three (3) years, and any such agreement shall provide for termination by either party thereto, with or without cause and without payment of a termination fee, upon not more than ninety (90) days prior written notice. Any such management contracts entered into by the Association with a manager or managing agent while there is a Class B membership shall be subject to review and approval by VA or HUD, if VA or HUD are insuring or guaranteeing loans in the Project, and shall terminate absolutely, in any event, not later than thirty (30) days after termination of said Class B membership.

6.4 Acquiring and Disposing of Real and Personal Property. The Association may acquire, own and hold for the use and benefit of all Owners, tangible and intangible personal property and real property, including without limitation a Condominium Unit(s) or other structure(s) for use by the Association's managing agent or for such other uses and purposes as the Board of Directors of the Association may in its discretion deem appropriate from time to time, and may dispose of the same by sale or otherwise. The beneficial interest in any such property shall be deemed to be owned by the Owners in the same undivided proportion as their respective undivided interests in the Common Elements. Such beneficial interest of an Owner shall not be transferable except with the transfer of that Owner's Condominium Unit. Transfer of a Condominium Unit, including transfer pursuant to foreclosure, shall transfer to the transferee ownership of the transferor's beneficial interest in such personal and/or real property without any reference thereto. Each Owner may use such personal and/or real property in accordance with the pur-

poses for which such property is intended and in accordance with such conditions, limitations, restrictions, and rules and regulations as may be placed on any such property by the Board of Directors in its sole discretion from time to time, provided that such use by any Owners shall not hinder or encroach upon the lawful rights of other Owners.

6.5 Promulgation of Rules and Regulations. The Board of Directors of the Association may promulgate and enforce, including without limitation enforcement by levying and collecting charges for the violation thereof, reasonable rules and regulations governing the use of the Condominium Units, Common Elements, and/or any property owned by the Association, which rules and regulations shall be consistent with the rights and duties established in this Declaration. 1858

6.6 New Additions to Common Elements. The Association shall have the right to construct new additions to the Common Elements. Ownership of any such additions to the Common Elements shall be apportioned among all Condominium Units in proportion to the respective undivided interest in the Common Elements appurtenant thereto, as shown on Exhibit B attached hereto, which undivided interests may be modified by annexations to this Declaration pursuant to the provisions of Article Seventeen hereof. The common expenses for any such additions to the Common Elements shall be apportioned among all Condominium Units as provided in Section 7.2 hereof. Except with respect to any annexations to this Declaration pursuant to the provisions of Article Seventeen hereof, the construction of new additions to the Common Elements shall not affect an Owner by way of modification of his voting power in the Association.

6.7 Contracts, Licenses and Other Agreements. The Association, through its Board of Directors, shall have the right to enter into, make, perform or enforce: contracts, agreements, licenses, leases, easements and/or rights-of-way, for the use by Owners, other persons, their family members, guests and invitees, of real property, and any facilities or improvements thereto and thereon, for pedestrian and vehicular access, ingress and egress to and from the Project, or any portion thereof, for vehicular parking, or for recreational use and enjoyment; and/or contracts, licenses, leases or other agreements for cable or satellite television service to the Project, or any portion thereof. Any of such contracts, licenses, leases, agreements, easements and/or rights-of-way, as provided for in this Section 6.7, shall be upon such terms and conditions as may be agreed to from time to time by the Board of Directors of the Association, which may include provisions by which the Association covenants and agrees that it shall pay part or all of the costs and expenses of maintaining and repairing such real property, and the facilities and improvements thereto and thereon, providing such cable or satellite

television service, or other amounts which the Board determines are reasonably necessary to secure any such contracts, licenses, leases, agreements, easements and/or rights-of-way, and any such costs shall be treated by the Association as common expenses pursuant to Article Seven hereof.

## ARTICLE SEVEN

### ASSESSMENTS

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7.1 Personal Obligation for Assessments. All Owners, including Declarant and including any purchaser or its assigns under an executory land sales contract wherein the Administrator of Veterans Affairs is identified as the seller, covenant and agree, and shall be personally obligated, to pay to the Association: (a) annual common expense assessments imposed by the Association to meet the common expense and reserve requirements of the Association; (b) special assessments, pursuant to Section 7.6 of this Declaration; and (c) other charges, costs, fees and assessments, including without limitation default assessments, as provided in this Declaration. All Owners of each Condominium Unit shall be jointly and severally liable to the Association for the payment of all assessments, fees and charges attributable to their Condominium Unit. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title or interest unless expressly assumed by them. No Owner may waive or otherwise escape personal liability for the payment of the assessments, charges and fees provided for herein by non-use of the Common Elements or the facilities contained therein or by abandonment or leasing of his Condominium Unit. In addition to the foregoing assessments, charges and fees, each Owner shall have the obligation to pay real property ad valorem taxes and special assessments imposed by Colorado governmental subdivisions against his Condominium Unit, as well as all charges for separately metered utilities servicing his Condominium Unit. The charges for utilities which are not separately metered to an individual Condominium Unit shall be included in the annual common expense assessments levied by the Association.

### 7.2 Amount of Annual Common Expense Assessments.

(a) Subject to the authority of the Board of Directors of the Association to set reduced assessments for the on-time, early or lump-sum payment of assessments, or portions thereof, the initial monthly installment of the annual common expense assessment for each Condominium Unit shall be set in advance each fiscal year by the Board of Directors based on the annual budget of the Association. Notwithstanding the foregoing, however, the rate of assessment on Condominium Units owned by Declarant shall be as more fully provided in Section 7.5 hereof.



The initial annual common expense assessment for each Condominium Unit shall be the amount of the monthly common expense assessment multiplied by the number of months in such first annual common expense assessment year.

(b) Commencing with the second assessment year and thereafter, the annual common expense assessment shall be based upon the Association's advance budget of all cash requirements which may be needed by the Association to provide for the payment of all estimated expenses related to or connected with the addition, alteration and improvement of the Project, the Common Elements, and real or personal property owned by the Association, except as otherwise provided in this Declaration. The annual common expense assessment per Condominium Unit, except those Condominium Units owned by Declarant which shall be subject to a rate of assessment as more fully provided in Section 7.5 hereof, shall be calculated by taking the total amount of the aforesaid advance budget for the requirements estimated to be needed by the Association for the annual assessment year, multiplied by a fraction, the numerator of which shall equal the square footage of the Condominium Unit and the denominator of which shall equal the sum of the square footages of all Condominium Units then existing in the Project. For purposes of such calculations, Condominium Units owned by Declarant which are subject to a reduced assessment rate pursuant to Section 7.5 hereof shall be deemed to have assessment values equal to 25% of the value of comparable units not owned by Declarant, as more fully provided therein. The aforesaid fraction of Association common expenses allocable to each Condominium Unit shall be as set forth on Exhibit B attached hereto; provided, however, that such fractions shall be subject to modification pursuant to the provisions of Section 7.5 hereof. The amount of said advance budget may include, but shall not be limited to: expenses of management; premiums for insurance; landscaping and care of common grounds; common lighting and heating; maintenance, repair and renovation of Common Elements (except as otherwise provided herein); wages; common water and sewer charges; taxes, legal and accounting fees; management fees; costs, expenses and liabilities incurred by the Association's Board of Directors on behalf of the Owners under or by reason of this Declaration, the Articles of Incorporation or Bylaws of the Association; income from outside sources pertaining to the shared use, maintenance or insurance of any portion of the Common Elements pursuant to any agreement authorized by Section 6.7 hereof; the creation of reasonable reserves, working capital and/or sinking funds; and any and all other costs and expenses relating to the Common Elements, the Project, and/or real or personal property owned by the Association.

(c) Subject to the authority of the Board of Directors of the Association to set reduced assessments for the



on-time, early or lump-sum payment of assessments, or portions thereof, the Board of Directors of the Association may, at any time and from time to time, upon written notification thereof to each Owner, levy an actual common expense assessment in an amount less than the maximum for that annual assessment period; provided, however, that Declarant shall have no obligation for any shortfall in assessments, during any such annual common expense assessment period in which less than the maximum common expense assessment is levied by the Association, unless the Association fully complies with the procedures set forth in Section 7.5 hereof. 2158

**7.3 Reserves.** The Association shall establish an adequate reserve fund for the maintenance, repair and replacement of those Common Elements that must be periodically maintained, repaired or replaced. Such reserves shall be funded through the monthly installments of the annual common expense assessments.

**7.4 Date of Commencement of Annual Common Expense Assessments.** With respect to the real property submitted to condominium ownership by this Declaration, the levying of the annual common expense assessment shall commence with respect to such property on the date of issuance of the "Certificate of Occupancy" for each such Condominium Unit and shall remain at the initial level until the expiration of the first annual assessment period, and each subsequent annual common expense assessment period shall correspond with the fiscal year of the Association. The annual common expense assessments shall be made due and payable in twelve (12) monthly installments per annum on such dates as determined by the Board, provided that the first annual common expense assessment shall be adjusted according to the number of months in the first annual common expense assessment year. Any Owner purchasing a Condominium Unit between installment due dates shall pay a pro rata share of the last installment due.

**7.5 Rate of Assessment.** Both annual common expense and special assessments shall be fixed at such rates for all Condominium Units sufficient to meet the advance budget of the Association, and apportioned as provided in Sections 7.2 and 7.6 hereof. Notwithstanding anything to the contrary contained in this Declaration, the annual common expense and special assessment rate set for each Condominium Unit owned by Declarant which is neither leased, rented, nor otherwise occupied as a residence shall be fixed at twenty-five percent (25%) of the assessment rate for other Condominium Units with comparable floor plans. Condominium Units which are owned by Declarant and which are leased, rented, or otherwise occupied as a residence shall, commencing on the date of residential occupancy thereof, be assessed at the same rate as other Condominium Units with comparable floor plans. In the event that, prior to the termination

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of the Class B membership, assessments for annual common expenses, exclusive of those amounts necessary for an adequate reserve fund and for working capital, fail to equal or exceed the actual expenses incurred by the Association during any common expense assessment period because of such partial Declarant assessments, then Declarant shall pay a sufficient amount, up to the amount of full parity on such assessments, to the Association to meet any such shortfall so long as (a) written notice must be given by the Association to the Declarant within sixty (60) days following the termination of the then-current fiscal year of the Association at the time of the termination of the Class B membership, but in no event more than one (1) year following the termination of such Class B membership, and (b) Declarant shall have no obligation for any such shortfall caused by expenditures for capital improvements or by any decrease in assessments, including without limitation the levying of any common expense assessments in an amount less than the maximum for any annual common expense assessment period, unless the same has been previously approved in writing by Declarant; provided, however, that in the event there is more than one Declarant, then each such Declarant shall pay its proportional share of such shortfall, as hereinabove provided, such proportional share to be based on the total amount of assessments due at such reduced rate from each Declarant compared to the total amount of assessments due at such reduced rate from all Declarants during such annual assessment period.

**7.6 Special Assessments.** In addition to the assessments authorized above, the Board of Directors of the Association may at any time, from time to time, determine, levy and assess a special assessment applicable to that particular assessment year for the purpose of defraying, in whole or in part, payments for any operating deficit and/or unbudgeted costs, fees and expenses of any construction, reconstruction, repair, demolition, replacement or maintenance of the Common Elements, specifically including without limitation any fixtures and personal property related thereto. The amounts determined, levied and assessed pursuant hereto shall be set against each Condominium Unit in accordance with the formula as provided in Section 7.2(b) hereof, as modified by the provisions of Section 7.5 hereof. Further, the Board of Directors of the Association may set reduced special assessment rates for on-time, early or lump-sum payment of any special assessment or portion thereof. Such special assessment(s) shall be due and payable as determined by the Association's Board of Directors. As long as there is a Class B membership, any special assessment for capital improvement(s) shall also require the written approval of VA or HUD, if the VA or HUD are insuring or guaranteeing any loans within the Project. "Capital Improvements", as used herein, shall mean the construction, erection or installation of substantial structure(s) or other substantial improvements on the Property, but shall not include

the construction, reconstruction, erection, installation, maintenance, repair or replacement of Common Elements presently located on the Property or which may hereafter be constructed, erected or installed on the Property by Declarant in its development of the Project. Notice in writing setting forth the amount of such special assessment per Condominium Unit and the due date for payment thereof shall be given to the Owners not less than thirty (30) days prior to such due date.

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7.7 Lien for Assessments. The assessments, charges and fees, including without limitation, any default assessments, as well as any monthly or other installments thereof, provided for in this Declaration (together with any and all interest, costs, late charges, expenses and reasonable attorney's fees which may arise under the provisions of this Declaration), shall be burdens running with, and a perpetual lien in favor of the Association upon, the specific Condominium Unit to which such assessments apply. Upon any failure of an Owner to timely pay any annual assessment, or monthly or other installment thereof, the total unpaid amount of such annual assessment may, at the option of the Board of Directors of the Association, be accelerated and become fully due and payable upon notice of such acceleration from the Association to such Owner. In any event, however, the Association's lien for any annual assessment, as provided in this Declaration, shall be and constitute a lien for the total, unpaid amount of such annual assessment, including all unpaid monthly or other installments thereof, plus all other amounts as provided herein. To evidence such lien upon a Condominium Unit, the Association may prepare a written lien notice setting forth a description of the Condominium Unit, the amount of assessments thereon which are unpaid as of the date of such lien notice, the name of the Owner or Owners thereof and any and all other information that the Association may deem proper. The lien notice shall be signed by a member of the Board of Directors of the Association or by an officer or the managing agent of the Association, and shall be recorded in the office of the Clerk and Recorder of the City and County of Denver, State of Colorado. The recording of any written lien notice shall not constitute a condition precedent nor delay the attachment of the lien, but such lien is a perpetual lien upon each Condominium Unit and attaches without notice at the beginning of the first day of any period for which any assessment is levied or assessed.

7.8 Effect of Non-Payment of Assessments. Any assessments, charges, costs or fees provided for in this Declaration, including, without limitation, any default assessment arising under any of Sections 6.2, 8.5 or 10.2 hereof, or any monthly or other installment thereof, which is not fully paid within ten (10) days after the due date thereof, shall bear interest from the due date at the rate of eighteen percent (18%) per annum, or at such lesser rate as may be set by the Association from time to



time, and the Association may assess a monthly late charge thereon; provided, however, that in the event of acceleration of any annual assessment by the Board of Directors of the Association, as provided in Section 7.7 hereof, the total unpaid amount of such annual assessment shall bear interest at the aforesaid rate from the date of such acceleration. Further, the Association may bring an action at law or in equity, or both, against any Owner personally obligated to pay such overdue assessments, charges, costs or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Owner's Condominium Unit. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid assessments, charges, costs or fees, or any monthly or other installment thereof, may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien therefor. In the event that any such assessment, charge, cost or fee, or monthly or other installment thereof, is not fully paid when due and the Association shall commence such an action (or shall counterclaim or crossclaim for such relief in any action) against any Owner personally obligated to pay the same, or shall proceed to foreclose its lien against the particular Condominium Unit, then all unpaid assessments, charges and fees, and all unpaid monthly or other installments thereof, any and all late charges and accrued interest under this Section 7.8, the Association's costs, expenses and reasonable attorney's fees incurred for preparing and recording any lien notice, and the Association's costs of suit, expenses and reasonable attorney's fees incurred for any such action and/or foreclosure proceedings, shall be taxed by the court as a part of the costs of any such action or foreclosure proceeding and shall be recoverable by the Association from any Owner personally obligated to pay the same and from the proceeds of the foreclosure sale of such Owner's Condominium Unit. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent assessments, charges, costs or fees, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Condominium Unit at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, vote the Association votes appurtenant to ownership thereof, convey or otherwise deal with the same.

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7.9 Successor's Liability for Assessments. Notwithstanding any terms and provisions of this Declaration to the contrary, the sale or transfer of any Condominium Unit shall not affect the lien for assessments, charges, costs or fees levied hereunder, except that sale or transfer of a Condominium Unit pursuant to foreclosure of a First Mortgage or any proceeding in lieu thereof, shall extinguish the lien of Association assess-

ments which became due prior to any such sale or transfer or foreclosure, or any proceeding in lieu thereof; provided, however, that any such assessments, charges, costs or fees which are extinguished as provided herein may be reallocated and assessed to all Condominium Units as a common expense. Further, no First Mortgagee shall be liable for any unpaid assessments, charges, costs or fees, or portion thereof, accruing against a Condominium Unit prior to the time such First Mortgagee takes title to such Condominium Unit pursuant to any remedy provided in its First Mortgage or by law. No such sale, transfer, foreclosure or any proceeding in lieu thereof, shall relieve any Owner from liability for any assessments, charges, costs or fees, or any portion thereof, thereafter becoming due, nor such Owner's Condominium Unit from the lien thereof.

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7.10 Subordination of Association's Lien for Assessments.  
The Association's perpetual lien on a Condominium Unit for assessments, charges, costs and fees, provided for herein, shall be superior to any homestead exemption as is now or may hereafter be provided by state or federal law. The acceptance of a deed to a Condominium Unit subject to this Declaration shall constitute a waiver of the homestead exemption against all such assessments, charges, costs or fees. Said assessment lien shall also be superior to all other liens and encumbrances except: (a) real property ad valorem tax and special assessment liens duly imposed by a Colorado governmental subdivision, and (b) the lien of any First Mortgage recorded in the office of the Clerk and Recorder of the City and County of Denver, Colorado, prior to the date such assessment became due, including without limitation any and all advances made by a First Mortgagee, and notwithstanding that any of such advances may have been made subsequent to the date of the attachment of the Association's lien.

7.11 Certificate of Status of Assessments. Upon receipt of a written request from any Owner, or any First Mortgagee, purchaser, prospective purchaser or prospective mortgagee, of a Condominium Unit, and upon payment of a reasonable fee, but in no event less than Fifteen Dollars (\$15.00), the Association, through its Board of Directors or by its managing agent, shall issue a written statement setting forth the amount of any unpaid Association assessments, charges, fees, or portions thereof, if any, with respect to the subject Condominium Unit, the amount of the current monthly common expense assessment and the date that such assessment becomes due, the due date of any special assessment then existing against the Condominium Unit, the amount of any credit for any advanced payments of assessments and for prepaid items (such as insurance premiums), and any other information deemed appropriate by the Association. Said written statement shall be conclusive upon the Association in favor of all persons who rely thereon in good faith.

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7.12 Working Capital Fund. The Association or Declarant shall require the first Owner of each Condominium Unit (other than Declarant), to make a contribution to the Association in an amount equal to the greater of One Hundred Fifty Dollars (\$150.00) or two (2) times the monthly installment of the annual common expense assessment (one-sixth of the annual common expense assessment) against that Condominium Unit in effect at the closing thereof. Said contribution shall be collected and transferred to the Association at the time of closing of the sale by Declarant of each Condominium Unit and shall be maintained in a segregated account with other such working capital funds for the use and benefit of the Association, including without limitation to meet unforeseen expenditures or to purchase additional equipment, property or services. Such contribution to working capital funds shall not relieve an Owner from making regular payments of assessments as the same become due. Upon the transfer of his Condominium Unit, an Owner shall be entitled to a credit from his transferee (but not from the Association) for the unused portion of the aforesaid contribution to the working capital fund.

7.13 First Mortgagees May Pay Assessments and Cure Defaults. In the event any assessment, or monthly or other installment thereof, on any Condominium Unit shall not be paid by the Owner thereof within thirty (30) days after the same is due, or if a default by any Owner of any provision of this Declaration, the Articles of Incorporation or Bylaws of the Association, shall not be cured within thirty (30) days after written notice thereof is given to such Owner, then any First Mortgagee may (but shall not be required to) pay such assessment or monthly or other installment thereof, together with any other amounts secured by the Association's lien created by this Article Seven, and may (but shall not be required to) cure any such default.

7.14 Liens. In accordance with the requirements of the Colorado Condominium Ownership Act, as amended, Declarant hereby states that it is possible that liens other than mechanics' liens and assessment liens may be obtained against the Common Elements, including without limitation judgment liens and purchase money mortgage liens.

## ARTICLE EIGHT

### INSURANCE

8.1 Insurance on Common Elements. The Association shall maintain the following types of insurance, to the extent that such insurance is reasonably available, considering the availability, cost and risk coverage provided by such insurance, and the cost of said coverage shall be paid by the Association as a common expense. Notwithstanding any of the specific insurance requirements contained in this Article Eight, the Association may



also consider, in determining the types and amounts of insurance it needs to obtain, the then-existing requirements of the Agencies with respect to their insurance, guaran'y, or purchase of First Mortgages.

(a) A policy of property insurance covering all insurable improvements located within the Project (except for land, foundation, excavation and other matters normally excluded from coverage), in an amount not less than necessary to comply with any co-insurance percentage stipulated in the insurance policy. Further, said policy shall contain a "Replacement Cost Endorsement" providing that any claim will be settled on a full replacement cost basis without deduction for depreciation, and include an "Inflation Guard Endorsement" and an "Agreed Amount Endorsement." The Association may also purchase a "Demolition Endorsement," an "Increased Cost of Construction Endorsement," a "Contingent Liability from Operation of Building Laws Endorsement," a "Vacancy Permit Endorsement" or the equivalent, and/or coverage on personal property owned by the Association including fixtures and building service equipment, furnishings and supplies. Such insurance shall afford protection against at least the following:

(1) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement; and

(2) such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available.

(b) A comprehensive policy of public liability insurance covering the Project, insuring the Association in an amount not less than \$1,000,000.00 covering bodily injury, including death to persons, personal injury and property damage liability arising out of a single occurrence. Such coverage shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Project, legal liability arising out of lawsuits related to employment contracts of the Association, and protection against liability for non-owned and hired automobiles; such coverage may also include, if applicable, comprehensive automobile liability insurance, garagekeeper's liability, liability for property of others, host liquor liability, water damage liability, contractual liability, workmen's compensation insurance for employees of the Association, and such other risks as shall customarily be required by private institutional mortgage investors with respect to condominium projects similar in construction, location and use.

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(c) A policy providing comprehensive fidelity coverage or fidelity bonds to protect against dishonest acts on the part of officers, directors, trustees and employees of the Association and all others who handle or are responsible for handling funds of the Association, in an amount at least equal to the estimated maximum of funds, including maintenance reserves in the custody of the Association at any given time; provided, however, that such fidelity coverage or fidelity bonds shall not be in an amount less than the greater of three (3) months aggregate assessments on all Condominium Units, plus such reserve funds, or one hundred and fifty percent (150%) of the Association's estimated annual operating expenses and reserves. Such fidelity coverage or bonds shall meet the following requirements:

(1) all such fidelity coverage or bonds shall name the Association as an obligee;

(2) such fidelity coverage or bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

In the event the Association has delegated some or all of its responsibility for the handling of funds to a managing agent, the Association may require the managing agent to purchase at its own expense, a policy of fidelity insurance or bonds which fully complies with the provisions of this subparagraph (c).

(d) If the Project, or any portion thereof, is located within an area identified by the Federal Emergency Management Agency as having special flood hazards, and flood insurance coverage has been made available under the National Flood Insurance Program ("NFIP"), a "master" or "blanket" policy of flood insurance on the Condominium Buildings, Other Buildings and any other property covered by the required form of policy (herein "insurable property") in an amount deemed appropriate, but not less than the lesser of:

(1) the maximum coverage available under the NFIP for all Condominium Buildings, Other Buildings and other insurable property within any portion of the Project located within a designated flood hazard area; or

(2) one hundred percent (100%) of current replacement cost of all Condominium Buildings, Other Buildings and other insurable property within any portion of the Project located within a designated flood hazard area.

(e) In addition, the Association may obtain insurance against such other risks of a similar or dissimilar nature as it shall deem appropriate, to the extent that such coverage is reasonably available, including but not limited to personal liability insurance to protect directors and officers of the Association from personal liability in relation to their duties and responsibilities in acting as directors and officers on behalf of the Association and, if appropriate, coverage for loss or damage resulting from steam boiler equipment or air conditioning equipment accidents in an amount equal to the lesser of \$2,000,000.00 per accident per location or the insurable value of the building housing the boiler or machinery.

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8.2 General Provisions of Insurance Policies. All policies of insurance carried by the Association shall be carried in blanket policy form naming the Association as insured, or its designee as trustee and attorney in-fact for all Owners, and each Owner shall be an insured person under such policies with respect to liability arising out of any Owner's membership in the Association. The policy or policies shall contain a standard non-contributory First Mortgagee's clause in favor of each First Mortgagee and a provision that it cannot be cancelled or materially altered by either the insured or the insurance company until thirty (30) days' prior written notice thereof is given to the insured and each First Mortgagee, insurer or guarantor of a First Mortgage. The Association shall furnish a certified copy or duplicate original of such policy or renewal thereof, with proof of premium payment and a certificate identifying the interest of the Owner in question, to any party in interest, including First Mortgagees, upon request. Any such Owner's policy shall also contain waivers of subrogation. All policies shall contain waivers of any defense based on invalidity arising from any acts or neglect of an Owner where such Owner is not under the control of the Association.

8.3 Deductibles. No policy of insurance of which the Association or its designee is the beneficiary shall include a deductible clause in an amount which exceeds \$10,000.00 or 1% of the face amount of the policy, whichever is less. Any loss falling within the deductible portion of such policy shall be borne by the person or entity who is responsible for the repair and maintenance of the property which is damaged or destroyed. In the event of a joint duty of repair and maintenance of the damaged or destroyed property, then the deductible may be apportioned among the parties sharing in such joint duty or may be partly or wholly borne by the Association, at the election of the Board of Directors of the Association. Notwithstanding the foregoing, after notice and hearing, the Association may determine that a loss, either in the form of a deductible to be paid by the Association or an uninsured loss, resulted from the act or negligence of an Owner. Any loss or deductible, or portion



thereof, provided for in this Section 8.3, may be assessed to the Owner in question as part of the annual assessment against such Owner's Lot, with such amounts subject to all provisions of this Declaration applicable to such assessments.

8.4 Insurance Trustee. The Association may authorize a representative to act for it, including any trustee or successor thereto, who shall have exclusive authority to negotiate losses under any policy providing property or liability insurance. Such insurance trustee shall act as attorney-in-fact for the purpose of purchasing and maintaining insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. Said party may also receive, hold or otherwise properly dispose of any proceeds of insurance in trust for Owners and their First Mortgagees as their interest may appear.

8.5 Association Insurance as Primary Coverage. If at the time of any loss under any policy which is in the name of the Association, there is other insurance in the name of any Owner and such Owner's policy covers the same property or loss, or any portion thereof, which is covered by such Association policy, such Association policy shall be primary insurance not contributing with any of such other insurance. An Owner shall be liable to the Association for the amount of any diminution of insurance proceeds to the Association as a result of policies of insurance of an Owner; provided that if such amount(s) are not repaid to the Association within ten (10) days after the Association shall have given notice to the Owner of the total of such amount(s), from time to time, then the failure to so repay shall automatically become a default assessment determined and levied against such Condominium Unit and Owner, and the Association may proceed in accordance with Section 7.8 hereof. Any such Owner's policy shall also contain waivers of subrogation.

8.6 Acceptable Insurance Companies. Any hazard insurance policy purchased by the Association must be written by a hazard insurance carrier which has a current rating by Best's Insurance Reports of B/VI or better, or a financial rating of Class V provided it has a general policy holder's rating of at least A, and is authorized by law to do business in the State of Colorado. The Association shall not obtain any policy where (a) under the terms of the insurance company's charter, bylaws, or policy, contributions or assessments may be made against the mortgagor or mortgagee's designee or (b) under the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's Board of Directors, policy holders or members, or (c) the policy includes any limiting clauses (other than insurance conditions) which could prevent mortgagees or any Owner from collecting insurance proceeds.

8.7 Insurance to be Maintained by Owners. Unless such coverage is provided by the Association at its option, title insurance, insurance coverage on furnishings, including carpet, draperies, oven, range, refrigerator, wallpaper and other items of personal property belonging to an Owner, and public liability coverage within each Condominium Unit, shall be the sole and direct responsibility of the Owner(s) thereof.

8.8 Annual Review of Insurance Policies. All insurance policies carried by the Association shall be reviewed at least annually by the Board of Directors of the Association to ascertain that the coverage provided by such policies adequately covers those risks insured by the Association. Prior to obtaining any policy of fire insurance or renewal thereof, the Board of Directors or the managing agent of the Association may obtain a written appraisal from a duly qualified real estate or insurance appraiser, or other person knowledgeable as to replacement costs, which appraiser shall reasonably estimate the full replacement value, of the improvements to the insured for the purpose of determining the amount of insurance required pursuant to the provisions of this Article. Any First Mortgagee shall be furnished with a copy of such appraisal upon request.

#### ARTICLE NINE

##### CONVEYANCES AND TAXATION OF CONDOMINIUM UNITS

9.1 Contracts Entered into Prior to Recording of Condominium Map and Declaration. A contract or other agreement for the sale of a Condominium Unit entered into prior to the filing for record of the Condominium Map and/or this Declaration in the office of the Clerk and Recorder of the City and County of Denver, Colorado, may legally describe such Condominium Unit in the manner set forth in Section 9.2 hereof and may indicate that the Condominium Map and/or this Declaration are to be recorded. Upon recordation of the Condominium Map and this Declaration in the City and County of Denver, Colorado, such description shall be conclusively presumed to describe the corresponding Condominium Unit shown on the Condominium Map and such Condominium Unit shall be subject in all respects to this Declaration.

9.2 Contracts Entered Into Subsequent to Recording of Condominium Map and Declaration. Subsequent to the recording of the Condominium Map and this Declaration, every contract, deed, lease, mortgage, deed of trust, will and every other instrument affecting title to a Condominium Unit may legally describe that Condominium Unit as follows:

Condominium Unit \_\_\_\_\_, JACKSON COURT CONDOMINIUMS,  
according to the Condominium Map thereof, recorded on  
\_\_\_\_\_, 19\_\_\_\_, in Book \_\_\_\_\_ at Page \_\_\_\_\_ of the

records of the office of the Clerk and Recorder of the City and County of Denver, Colorado, and as defined and described in the CONDOMINIUM DECLARATION FOR JACKSON COURT CONDOMINIUMS, recorded on \_\_\_\_\_, 19\_\_\_\_, in Book \_\_\_\_\_ at Page \_\_\_\_\_ of said records.

9.3 Legal Effect of Description. Every contract, deed, lease, mortgage, deed of trust, will and every other instrument affecting title to a Condominium Unit which legally describes said Condominium Unit in the manner set forth in Section 9.2 hereof shall be good and sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect not only the Condominium Unit, but also the undivided interest in the Common Elements appurtenant thereto and all other appurtenant properties and property rights, and incorporate all of the rights, limitations and burdens incident to ownership of a Condominium Unit as described in this Declaration and the Condominium Map. Each such description shall be construed to include a nonexclusive easement for ingress and egress to and from each Condominium Unit and the use of all the General Common Elements as well as all of the Limited Common Elements appurtenant to said Condominium Unit, all as more fully provided in this Declaration.

9.4 Taxation. Each Condominium Unit shall be assessed separately for all taxes, assessments and other charges of the State of Colorado, any political subdivision thereof, any special improvement district, and any other taxing or assessing authority, in accordance with the Condominium Ownership Act of the State of Colorado, as amended. For the purpose of such assessments, the valuation of the Common Elements shall be apportioned among the Condominium Units in proportion to the undivided interest in Common Elements appurtenant thereto. The Association shall furnish to the Tax Assessor of the City and County of Denver, Colorado, and to all other appropriate persons and authorities, all necessary information with respect to such apportionment. No forfeiture or sale of any Condominium Unit for delinquent taxes, assessments or other governmental charges shall divest or in any way affect the title to any other Condominium Unit.

#### ARTICLE TEN

##### MECHANIC'S LIENS

10.1 Mechanic's Liens. No labor performed and/or materials furnished for use and incorporated in any Condominium Unit with the consent or at the request of the Owner thereof, his agent, contractor or subcontractor, shall be the basis for the filing of a lien against a Condominium Unit of any other Owner not expressly consenting to or requesting the same, or against any interest in the Common Elements except as to the undivided



interest therein appurtenant to the Individual Air Space Unit of the Owner for whom such labor shall have been performed or such materials furnished. Each Owner shall indemnify and hold harmless each of the other Owners and the Association from and against any liability or loss arising from the claim of any mechanic's lien against the Condominium Unit of any other Owner, the Common Elements, or any part thereof, for labor performed and/or for materials furnished in work on the first Owner's Condominium Unit.

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10.2 Enforcement by the Association. At its own initiative or upon the written request of any Owner, if the Association determines that further action by it is proper and the mechanic's lien(s) are not disputed claims with a reasonable basis for such dispute, the Association, after notice and hearing, shall enforce the indemnity provided by Section 10.1 hereof by collecting from the Owner of the Condominium Unit on which the labor was performed and/or materials furnished, the amount necessary to discharge any such mechanic's lien, including all costs and reasonable attorney's fees incidental thereto, and obtain a discharge of such lien. In the event that the Owner of the Condominium Unit on which the labor was performed and/or materials furnished refuses or fails to so indemnify within seven (7) days after the Association shall have given notice to such Owner of the total amount, or any portions thereof, from time to time, to be indemnified, then the failure to so indemnify shall be a default by such Owner under the provisions of this Section 10.2 and such amount to be indemnified shall automatically become a default assessment determined and levied against such Condominium Unit, and the Association may proceed in accordance with Section 7.8 hereof.

10.3 Effect of Part Payment. In the event a lien attributable to labor performed and/or materials furnished on the Project, or any portion thereof, is effected against two or more Condominium Units, the Owner(s) of any of the affected Condominium Units may pay to the lienholder the amount of the lien attributable to such Owner's Condominium Unit and the lienholder shall release such Condominium Unit from the lien. The amount required to be paid by any such Owners in order to obtain release of their Condominium Unit from any such lien shall be equal to the quotient of (i) the amount of the lien, divided by (ii) the total number of Condominium Units affected by the lien. Partial payment and release of any such lien with respect to any Condominium Unit(s) shall not prevent the lienholder from enforcing his rights against any Condominium Unit for which payment has not been received.

## ARTICLE ELEVEN

### EASEMENTS

11.1 Recorded Easements. In addition to all easements and rights-of-way of record at or before the recording of this Declaration, the Property, and all portions thereof, shall be subject to the easements as shown on any recorded plat of the Property, or any portion thereof, and as shown on the recorded Condominium Map. Further, the Property, or portions thereof, is now or may hereafter be subject to the easements, licenses, and other recorded documents, or any of them, set forth on Exhibit C attached hereto and incorporated herein by this reference. 32/58

11.2 Encroachments. In the event that any portion of the Common Elements encroaches upon any Individual Air Space Unit(s) or in the event that any portion of a Individual Air Space Unit encroaches upon any other Individual Air Space Unit(s) or upon any portion of the Common Elements, or in the event any encroachment shall occur in the future as a result of: (i) settling of a Condominium Building, or (ii) alteration or repair to the Common Elements, or (iii) repair or restoration of one or more Condominium Buildings and/or Condominium Unit(s) after damage by fire or other casualty, or condemnation or eminent domain proceedings, then, in any of said events, a valid easement shall and does exist for the encroachment and for the maintenance of the same so long as the encroachment exists. In the event that any one or more of the Condominium Units, Condominium Buildings or other improvements comprising part of the Common Elements, are partially or totally destroyed and are subsequently rebuilt or reconstructed in substantially the same location, and as a result of such rebuilding or reconstruction any portion thereof shall encroach as provided in the preceding sentence, a valid easement for such encroachment shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or on the Condominium Units for purposes of marketability of title or other purposes. In interpreting any and all provisions of this Declaration, subsequent deeds, mortgages, deeds of trust or other security instruments relating to Condominium Units, the actual location of a Condominium Unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered, notwithstanding any minor deviations, either horizontally, vertically or laterally, from the location of such Condominium Unit as indicated on the Condominium Map.

11.3 Emergency Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance and all other similar emergency agencies or persons to enter upon all streets and upon the Common Elements in the proper performance of their duties.

11.4 Utilities. There is hereby granted a blanket easement upon, across, over and under the Common Elements for utilities and the installation, replacement, repair and maintenance of utilities, including but not limited to water, sewer, gas, telephone, electricity and master television antenna or cable or satellite television systems, if any. By virtue of this blanket easement, it shall be expressly permissible to erect and maintain the necessary facilities, equipment and appurtenances on the Common Elements and to affix, repair, and maintain water and sewer pipes, gas, electric, telephone and television wires, cables, circuits, conduits and meters. In the event any utility or quasi-utility company furnishing a service covered by the general easement created herein requests a specific easement by separate recordable document, Declarant reserves and is hereby given the right and authority to grant such easement upon, across, over or under any part or all of the Common Elements without conflicting with the terms hereof; provided, however, that such right and authority shall cease and determine upon conveyance by Declarant of the last Condominium Unit to the first Owner thereof (other than Declarant), at which time said reserved right shall vest in the Association. The easement provided for in this Section 11.4 shall in no way affect, avoid, extinguish or modify any other recorded easement(s) on the Common Elements.

11.5 Maintenance Easement. An easement is hereby granted to the Association, its officers, agents, employees and assigns upon, across, over, in and under the Common Elements and a right to make such use of the Common Elements as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration, including the right to construct and maintain on the Common Elements maintenance and storage facilities for use by the Association.

11.6 Drainage Easement. An easement is hereby granted to the Association, its officers, agents, employees, successors and assigns to enter upon, across, over, in and under any portion of the Property for the purpose of changing, correcting or otherwise modifying the grade or drainage channels of the Property so as to improve the drainage of water on the Property.

11.7 Easements of Access for Repair, Maintenance and Emergencies. Some of the Common Elements are or may be located within Individual Air Space Units or may be conveniently accessible only through Individual Air Space Units. The Owners of other Individual Air Space Units shall have the irrevocable right, to be exercised by the Association as their agent, to have access to each Individual Air Space Unit and to all Common Elements from time to time during such reasonable hours as may be necessary for the maintenance, repair, removal or replacement of any of the Common Elements located therein or accessible there-



from, or for making emergency repairs therein, necessary to prevent damage to the Common Elements or to any Individual Air Space Unit. The Association shall also have such right, independent of any agency relationship. Subject to the provisions of Section 6.2 hereof, damage to the interior of any part of an Individual Air Space Unit resulting from the maintenance, repair, emergency repair, removal or replacement of any of the Common Elements or as a result of emergency repairs within any Individual Air Space Unit at the instance of the Association or any Owner, shall be an expense of all the Owners. Non-emergency repairs shall be made only during regular business hours on business days after twenty-four (24) hours notice to the occupants of the Individual Air Space Unit wherein such repairs are to be made, except where the occupants have no objections to earlier entry for repairs. In emergency situations the occupants of the affected Individual Air Space Unit shall be warned of impending entry as early as is reasonably possible.

11.8 Declarant's Rights Incident to Construction. Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under and across the Common Elements and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incidental to the complete construction of the Project; provided, however, that no such rights shall be exercised by Declarant in such a way as to unreasonably interfere with the occupancy, use, enjoyment or access by any Owner, his family members, guests or invitees to or of his Condominium Unit or the General Common Elements.

11.9 Easements Deemed Created. All conveyances of Condominium Units hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Article Eleven, even though no specific reference to such easements or to this Article Eleven appears in the instrument for such conveyance.

## ARTICLE TWELVE

### RESTRICTIVE COVENANTS

12.1 Residential Use. Subject to Section 12.2 hereof and the right of the Board of Directors of the Association to permit the Association's managing agent to occupy or otherwise use a Condominium Unit(s) or other structure(s) for residence, office, business or other purposes connected with managing of the Association, Condominium Units shall be used for residential purposes only, including uses related to the convenience and enjoyment of such residential use, and no structures of a temporary character, trailer, shack, barn or other outbuilding shall be used or permitted to be kept or stored on any portion of the Project at any time, either temporarily or permanently.

12.2 Declarant's Use. Notwithstanding anything to the contrary contained in this Declaration, it shall be expressly permissible and proper for Declarant, its employees, agents, and contractors to perform such reasonable activities, and to maintain upon portions of the Project, such facilities as Declarant deems reasonably necessary or incidental to the construction and sale of Condominium Units and development of the Project, specifically including without limiting the generality of the foregoing, maintaining business offices, storage areas, construction yards and equipment, signs, model units, sales offices, parking areas and lighting facilities; provided, however, that the rights retained by Declarant in this Section 12.2 shall terminate upon conveyance by Declarant of the last Condominium Unit to the first purchaser thereof (other than Declarant). Notwithstanding the foregoing, Declarant shall not perform any activity or maintain any facility on any portion of the Project in such a way as to unreasonably interfere with or disturb any Owner, or to unreasonably interfere with the use, enjoyment or access of such Owner, his family members, guests or invitees of and to his Condominium Unit, parking areas, a recreational facility existing or which may in the future exist upon the Common Elements, and to a public right of way. 3758

12.3 Household Pets. No animals, livestock, poultry or insects, of any kind, shall be raised, bred, kept or boarded in or on the Project; provided, however, that a reasonable number of dogs, cats or other household pets may be kept in any Condominium Unit so long as they are not kept for any commercial purpose and are not kept in such number or in such manner as to create a nuisance to other Owners. The Association shall have, and is hereby given, the right and authority to determine in its sole discretion that dogs, cats or other household pets are being kept in such number or in such manner as to be unreasonable or to create a nuisance to other Owners, or that an Owner is otherwise in violation of this Section 12.3 or any Association rules and regulations, and to take such action or actions as it deems reasonably necessary to correct the same. Any written permission which an Owner may have to keep household pets shall be coupled with the responsibility to pay for any damage caused by such Owner's pet(s).

12.4 Use of Common Elements. Subject to the rights of Declarant as provided in this Declaration, there shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written approval of the Board of Directors of the Association. Except for those improvements erected or installed by Declarant in its construction and completion of the Project, nothing shall be altered on, constructed in or removed from the Common Elements without the prior written approval of the Board of Directors of the Association.

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**12.5 Exterior Changes.** Except for those improvements erected or installed by Declarant in its construction and completion of the Project, no exterior additions to, alterations or decoration of any Condominium Building, including but not limited to any structural alterations to any Condominium Unit or Common Element, nor any changes in fences, hedges, walls or other structures, nor installation of window-mounted air conditioning units or any exterior television, radio or other communication antennas of any type, shall be commenced, erected, placed or maintained, without the prior written approval of the Board of Directors of the Association. In addition, residents of Jackson Court Condominiums shall not store bicycles, tires or any other personal property on the patios or balconies appurtenant to their units.

**12.6 Signs and Advertising.** Except as hereinafter provided, no signs (except one (1) sign of not more than five (5) square feet per Condominium Unit advertising that the Condominium Unit is for sale or for rent and placed in a window of such Condominium Unit), advertising, billboards, unsightly objects or nuisances of any kind shall be placed, erected or permitted to remain in or on any Condominium Unit, nor shall any sign(s) be permitted in or on the Common Elements, without the prior written approval of the Association. Notwithstanding the foregoing, reasonable signs, advertising, or billboards used by the Declarant in connection with its sale or rental of Condominium Units, or otherwise in connection with its development of the Project, shall be permissible, provided that such use by the Declarant shall not interfere with the Owners' use and enjoyment of the Common Elements, their Condominium Units, or their ingress and egress from a public way to the Common Elements or their Condominium Units.

**12.7 Commercial Vehicles.** Subject to Sections 11.8 and 12.2 hereof, no commercial vehicles, recreational vehicles, boats, trailers, campers or trucks shall be parked within the Project except while temporarily engaged in transport to or from a Condominium Unit, and except such construction vehicles and equipment which may be necessary or incidental to the construction of improvements within the Property by Declarant. For the purposes of this Section 12.7, a 3/4-ton or smaller vehicle, commonly known as a pickup truck, shall not be deemed to be a commercial vehicle, recreational vehicle or truck, so long as such vehicle or truck does not have a camper shell or similar shell or structure mounted thereon.

**12.8 Abandoned or Inoperable Vehicles.** No abandoned or inoperable automobiles or vehicles of any kind, except as hereinafter provided, shall be stored or parked on any portion of the Project. An "abandoned or inoperable vehicle" shall be defined as any automobile, truck, motorcycle, boat, trailer, camper,



house trailer, self-contained motorized recreational vehicle, or other similar vehicle, which has not been driven under its own propulsion for a period of two (2) weeks or longer, or any vehicle which does not have an operable propulsion system installed therein; provided, however, that the foregoing restrictions shall not include otherwise permitted vehicles parked by Owners while on vacation or during a period of illness. In the event the Association shall determine that a vehicle is an abandoned or inoperable vehicle, then a written notice describing said vehicle shall be personally delivered to the owner thereof (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner thereof cannot be reasonably ascertained), and if the abandoned or inoperable vehicle is not removed within 72 hours thereafter, the Association shall have the right to remove the vehicle at the sole expense of the owner thereof.

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12.9 Leases. The term "lease," as used herein, shall include any agreement for the leasing or rental of a Condominium Unit and shall specifically include, without limitation, a month-to-month rental. The Owner of a Condominium Unit shall have the right to lease his Condominium Unit under the following conditions: (a) All leases shall be in writing and a copy of the lease shall be delivered to the Board of Directors of the Association or the Association's managing agent.

(b) All leases shall provide that the terms of the lease and lessee's occupancy of the Condominium Unit shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, and that any failure by the lessee to comply with any of the aforesaid documents, in any respect, shall be a default under the lease.

(c) No lease shall be for less than thirty (30) days.

12.10 Nuisances. No nuisance shall be allowed on the Project, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful enjoyment or possession and proper use of the Project by its residents. As used herein, the term "nuisance" shall not include any activities of Declarant in regard to the development and construction of the Project. All parts of the Project shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor any fire hazard to exist. Further, no immoral, improper, offensive or unlawful use shall be permitted or made of the Project or any part thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Project, or any portion thereof, shall be observed.

12.11 Floor Covering Restriction. Jackson Court Condominiums has been designed to minimize sound transmission between adjoining units. Essential to this design are restrictions on types of floor coverings permitted in "upper level" Condominium Units. "Upper level" Condominium Units are those units situated directly above a separate Condominium Unit. Owners of upper level Condominium Units shall not install any floor covering other than carpet over padding in any room, hallway, bathroom or closet, excepting only the kitchen, where suitable kitchen flooring shall be permitted. Suitable kitchen flooring shall mean, for the purposes of this Section 12.11, resilient vinyl flooring, carpet over padding, or other floor covering approved by the Jackson Court Condominium Association.

### ARTICLE THIRTEEN

#### DAMAGE, DESTRUCTION, OBsolescence OR CONDEMNATION

13.1 Association as Attorney-in-Fact. This Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the Project in the event of its destruction, damage, obsolescence or condemnation, including the repair, replacement and improvement of any Condominium Units, Condominium Buildings, Other Buildings, Common Elements or other portions of the Project which have been destroyed, damaged, condemned or become obsolete. Title to any Condominium Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed or other instrument of conveyance from the Declarant or from any Owner or grantor shall constitute appointment of the attorney-in-fact herein provided. All of the Owners irrevocably constitute and appoint the Association as their true and lawful attorney in their name, place and stead, for the purpose of dealing with the Project upon its damage, destruction, obsolescence or condemnation, as is hereinafter provided. As attorney-in-fact, the Association by its President and Secretary or Assistant Secretary, or its other duly authorized officers and agents, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or other instruments with respect to the interest of an Owner which are necessary and appropriate to exercise the powers herein granted. In the event that the Association is dissolved or becomes defunct, a meeting of the Owners shall be held within thirty (30) days after either such event. At such meeting a new attorney-in-fact, to deal with the Project upon its destruction, damage, obsolescence or condemnation, shall be appointed. Such appointment must be approved by the Owners representing an aggregate ownership interest of sixty-seven percent (67%) or more of the Common Elements and at least sixty-seven percent (77%) of the First Mortgagees (based upon one vote for each such mortgage held).

13.2 Damage or Destruction. "Repair and reconstruction" of the improvements, as used in the succeeding subparagraphs, means restoring the improvement(s) to substantially the same condition in which they existed prior to their damage or destruction, with each Condominium Unit and the General and Limited Common Elements having substantially the same vertical and horizontal boundaries as before, and all improvements being reconstructed or repaired in substantial conformance with the Project's original architectural plan and scheme, to the extent then reasonably and economically feasible. The proceeds of any insurance collected shall be available to the Association for the purpose of repair, reconstruction, restoration or replacement, in accordance with the provisions hereinafter set forth:

(a) In the event of damage or destruction due to fire or other adversity or disaster, the insurance proceeds, if sufficient to repair or reconstruct the improvement(s), shall be applied by the Association, as attorney-in-fact, to such repair and reconstruction, and the improvement(s) shall be promptly repaired and reconstructed. The Association shall have full authority, right and power as attorney-in-fact to cause the repair and reconstruction of the improvement(s). Assessments for common expenses shall not be abated during the period of insurance adjustments and repair and reconstruction.

(b) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), such damage or destruction shall be promptly repaired and reconstructed by the Association as attorney-in-fact, using the proceeds of insurance and the proceeds of a special assessment. Such special assessment shall be assessed against all Condominium Units in accordance with Section 7.6 hereof, and shall be due and payable not sooner than thirty (30) days after written notice thereof. The Association shall have full authority, right and power, as attorney-in-fact, to cause the repair, replacement or restoration of the improvement(s), using all of the insurance proceeds for such purpose, notwithstanding the failure of an Owner to pay the aforesaid special assessment. The special assessment provided for herein shall be a debt of each Owner and a lien on his Condominium Unit, and may be enforced and collected as provided in Section 7.8 hereof, including the provisions therein pertaining to the payment of interest, late charges, costs and expenses. Assessments for common expenses shall not be abated during the period of insurance adjustment and repair and reconstruction.

(c) Notwithstanding the foregoing provision of this Section 13.2 and subject to the provisions of Article Eighteen hereof, the Owners may agree not to repair or reconstruct the improvements; in such event, the Association shall forthwith record a notice in the office of the Clerk and Recorder of the City and County of Denver, Colorado, setting forth such



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facts and upon the recordation of such notice executed by the Association President and Secretary or Assistant Secretary, the entire Project shall be sold by the Association pursuant to the provisions of this Section, as attorney-in-fact for all of the Owners, free and clear of the provisions contained in this Declaration, the Condominium Map, and the Articles of Incorporation and Bylaws of the Association. Assessments for common expenses shall not be abated during the period prior to sale. The insurance settlement proceeds shall be collected by the Association, combined with all sale proceeds, and all such proceeds shall be divided into portions by the Association, each portion representing one Condominium Unit, with the amount of each portion to be reasonably, and in good faith, allocated by the Board of Directors of the Association to each Condominium Unit based on the comparative value of the Condominium Units as they existed immediately prior to the damage and destruction, using such evidence of the appraised values as is then available, including but not limited to recent MAI appraisals of the Property, portions thereof, or comparable property. Such divided proceeds shall be paid into separate accounts, with each such account in the name of the Association and further identified by the Condominium Unit designation and the name of the Owner(s) and First Mortgagee thereof. From each separate account, the Association, as attorney-in-fact, shall forthwith use and disburse the total amount of each such account, without contribution from one account to another, toward payment of the liens encumbering the Condominium Unit represented by such separate account, in the following order:

- (1) For payment of taxes and special assessment liens in favor of any assessing entity;
- (2) For payment of the lien of any First Mortgage;
- (3) For payment of unpaid Association common expense assessments, other assessments, charges and fees, and all costs, expenses and fees incurred by the Association, including customary expenses of sale;
- (4) For payment of junior liens and encumbrances in the order of and to the extent of their priority; and
- (5) The balance remaining, if any, shall be paid to the Owner(s) of the Condominium Unit.

### 13.3 Obsolescence.

- (a) Sixty-seven percent (67%) of the Owners may agree that the Common Elements are obsolete and adopt a plan for

the renewal and reconstruction thereof. If a plan for renewal or reconstruction is adopted, notice of such plan shall be recorded in the City and County of Denver, Colorado, and the expenses of renewal and reconstruction shall be payable by all of the Owners as a common expense, whether or not they have previously consented to the plan of renewal and reconstruction. The aforesaid common expense assessment for the renewal and reconstruction of the Common Elements shall be a debt of each Owner and a lien on his Condominium Unit, and may be enforced and collected as provided in Section 7.8 hereof.

(b) Subject to the provisions of Article Sixteen hereof, the Owners may agree that the Condominium Units are obsolete and that the same should be sold. In such instance, the Association shall forthwith record in the office of the Clerk and Recorder of the City and County of Denver, Colorado, a notice setting forth such facts, and upon the recordation of such notice executed by the Association's President and Secretary or Assistant Secretary, the entire Project shall be sold by the Association, as attorney-in-fact for all of the Owners, free and clear of the provisions contained in this Declaration, the Condominium Map, and the Articles of Incorporation and Bylaws of the Association. The sale proceeds shall be divided by the Board of Directors of the Association as more fully provided in Section 13.2(c) hereof and paid into separate accounts, each such account representing one Condominium Unit. Each such account shall be in the name of the Association and shall be further identified by the Condominium Unit designation and the name of the Owner(s) thereof. From each separate account the Association, as attorney-in-fact, shall use and disburse the total amount of each such account, without contribution from one account to another, for the same purposes and in the same order as provided in Section 13.2(c) hereof.

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**13.4 Condemnation.** If at any time or times during the continuance of condominium ownership pursuant to this Declaration, all or any part of the Project shall be taken or condemned by any public authority, or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions of this Section 13.4 shall apply:

(a) All compensation, damages or other proceeds therefrom, the sum of which is hereafter called the "Condemnation Award," shall be payable to the Association.

(b) In the event that the entire Project is taken, condemned, sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant thereto shall terminate. The Condemnation Award shall be apportioned among the Owners by the Board of Directors of the Association as more fully provided in Section 13.2(c) hereof; provided, however,

that if a standard different from the value of the Project as a whole is employed as the measure of the Condemnation Award in the negotiation, judicial decree or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable. The Association shall, as soon as practicable, determine the share of the Condemnation Award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed, as soon as practicable, in the same manner as provided in Section 13.2(c) hereof.

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(c) Subject to the provisions of Article Sixteen hereof, in the event that less than the entire Project is taken, condemned, sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award, to be determined in the following manner: As soon as practicable, the Association shall reasonably, and in good faith, allocate the Condemnation Award between compensation, damages or other proceeds and shall apportion the amounts so allocated among the Owners, as follows: (i) the total amount allocated to taking of or injury to the General Common Elements shall be apportioned among the Owners in accordance with the formula set forth in Section 7.2(b) hereof; (ii) the total amount allocated to severance damages shall be apportioned to those Condominium Units which were not taken or condemned; (iii) the respective amounts allocated to the taking of or damage to a particular Condominium Unit, including but not limited to the Limited Common Elements appurtenant thereto, and to the improvements an Owner has made within his Condominium Unit, shall be apportioned to the particular Condominium Unit involved; and (iv) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances, or as determined by judicial decree. Notwithstanding anything to the contrary contained in this Declaration, the allocation of the Condemnation Award to each affected Condominium Unit shall be based on the comparative values of the affected Condominium Units as they existed immediately prior to the condemnation, using such evidence of the appraised values as is then available, including but not limited to recent MAI appraisals of the affected property or comparable property. If the allocation of the Condemnation Award is already established in negotiations, judicial decree or otherwise, then in allocating the Condemnation Award, the Association shall employ such allocation to the extent it is relevant and applicable. Apportioned proceeds shall be disbursed, as soon as practicable, in the same manner as provided in Section 13.2(c) hereof.

(d) In the event a partial taking results in the taking of a complete Condominium Unit, the Owner(s) thereof shall automatically cease to be a Member, shall cease to hold any



right, title or interest in the remaining Common Elements, and shall execute any and all documents necessary to accomplish the same. Thereafter, the Association shall reallocate the ownership, voting rights and assessment ratio in accordance with this Declaration according to the principles employed in this Declaration at its inception, and shall submit such reallocation to the Owners and to the First Mortgagees of all remaining Condominium Units for amendment of this Declaration as provided in Article Sixteen hereof. The Condemnation Award as to each such completely taken Condominium Unit shall be paid into a separate account and disbursed, as soon as practicable, in the same manner as provided in Section 13.2(c) hereof.

(e) Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Section 13.2 hereof.

#### ARTICLE FOURTEEN

##### BURDENS AND BENEFITS OF DECLARATION

14.1 Covenants Running with Property. The benefits, burdens, and all other provisions contained in this Declaration shall be covenants running with and binding upon the Property.

14.2 Binding Upon and Inure to the Successors. The benefits, burdens and all other provisions contained in this Declaration shall be binding upon, and inure to the benefit of the Declarant, the Association and all Owners, and upon and to their respective heirs, executors, administrators, personal representatives, successors and assigns. Any right or any interest reserved or contained in this Declaration to or for the benefit of the Declarant may be transferred or assigned by the Declarant, either separately or with one or more of such rights or interests, to any person, corporation, partnership, association or other entity.

#### ARTICLE FIFTEEN

##### AMENDMENT OF DECLARATION

15.1 Amendment. Except for those matters governed by Sections 15.2, 15.3 and 16.1(b) hereof, the provisions of this Declaration may be amended, in whole or in part, at any time and from time to time, by an instrument (which instrument may be executed in identical counterparts, subject to the provisions of Section 18.11 hereof) approved in writing by not less than fifty-one percent (51%) of each class of Members; provided, however, that any amendment of Sections 3.3, 5.2, 7.5, 11.4, 11.8, 12.2, 12.6, Article Fifteen, Article Seventeen, or any of them shall require the prior written approval of the Declarant.

15.2 Technical Amendment. Declarant hereby reserves and is granted the right and power to record technical amendments to this Declaration, the Articles of Incorporation and/or Bylaws of the Association, at any time prior to the conveyance of the last Condominium Unit by Declarant to the first Owner thereof (other than Declarant) or three (3) years from the date this Declaration is recorded in the City and County of Denver, Colorado, whichever occurs first, for the purposes of correcting spelling, grammar, dates, typographical errors, or as may otherwise be necessary to clarify the meaning of any provisions of any of such documents.

15.3 Special Amendment. Declarant hereby reserves and is granted the right and power to record special amendments to this Declaration, the Articles of Incorporation and/or Bylaws of the Association, at a 7 time prior to the conveyance of the last Condominium Unit by Declarant to the first Owner thereof (other than Declarant) or three (3) years from the date this Declaration is recorded in the City and County of Denver, Colorado, whichever occurs first, in order to comply with any requirements of the Agencies or to induce any of the Agencies to make, purchase, sell, insure, or guarantee First Mortgages. 46-58

15.4 Recording of Amendments. To be effective, all amendments to or revocation or termination of this Declaration must be recorded in the office of the Clerk and Recorder of the City and County of Denver, Colorado, and must contain evidence of the required approval thereof.

15.5 Secretary's Certificate. One method of satisfying the requirements of Section 15.4 hereof shall be the recordation of a certificate of the Secretary of the Association, certifying that Owners representing the requisite percentage of the Condominium Units, and that the requisite percentage of First Mortgagees, have given notarized written consent to the amendment. The Secretary must further certify that originals of such written consents by Owners and First Mortgagees, along with the recorded amendment, are in the corporate records of the Association and available for inspection.

#### ARTICLE SIXTEEN

##### FIRST MORTGAGEES

16.1 Member and First Mortgagee Approval. Subject to Sections 15.2 and 15.3 hereof, but notwithstanding any other provisions of this Declaration to the contrary, the Association shall not:

(a) unless it has obtained the prior written consent of at least sixty-seven percent (67%) of each class of Members and sixty-seven percent (67%) of the First Mortgagees (based on one vote for each First Mortgage held):

(1) seek to abandon or terminate the Project, whether by act or omission, except:

(A) for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty, or

(B) in the case of a taking by condemnation or eminent domain, in which event the provisions of Section 13.4 of this Declaration shall control; or

(C) for amendments to this Declaration, the Articles of Incorporation or Bylaws of the Association made as a result of destruction, damage or condemnation of the Property or improvements thereon;

(2) change the pro rata interest or obligations of any individual Condominium Unit for the purpose of:

(A) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or

(B) determining the pro rata share of ownership of each Condominium Unit in the Common Elements;

(3) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (excluding the granting of permits, licenses and easements for public utilities, roads or other purposes reasonably necessary or useful for the proper maintenance or operation of the Project);

(4) partition or subdivide any Condominium Unit; or

(5) use hazard insurance proceeds for losses to any condominium property (whether to Condominium Units or Common Elements) for other than the repair, replacement or reconstruction of such condominium property in accordance with the procedures set forth in Section 13.2 hereof, except as may be provided by statute in the case of substantial loss to such Condominium Units and/or Common Elements.



(b) unless it has obtained the prior written consent of at least sixty-seven percent (67%) of the total allocated votes in the Association, and fifty-one percent (51%) of the First Mortgagees (based upon one vote for each First Mortgage owned), add or amend any material provisions of this Declaration, the Articles of Incorporation or Bylaws of the Association which establish, provide for, govern or regulate any of the following, provided that such additions or amendments shall not be considered material if they are for the purpose of correcting technical errors or for clarification only:

- (1) voting rights;
- (2) assessments, assessment liens or subordination of such liens;
- (3) reserves for maintenance, repair and replacement of those elements of the Common Elements which must be maintained, repaired or replaced on a periodic basis;
- (4) responsibility for maintenance and repair of any portion of the Project;
- (5) rights to use of the Common Elements;
- (6) boundaries of any Condominium Unit;
- (7) convertibility of Condominium Units into Common Elements or of Common Elements into Condominium Units;
- (8) expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project;
- (9) insurance, including but not limited to fidelity bonds;
- (10) leasing of Condominium Units;
- (11) imposition of any restriction on the right of any Owner to sell or transfer his Condominium Unit;
- (12) any decision by the Association to assume self-management of the Association, when professional management has previously been required by any First Mortgagee or any insurer or guarantor of a First Mortgage;

(13) any restoration or repair of the Project, after a partial condemnation or damage due to an insurable hazard, other than substantially in accordance with this Declaration, the Articles of Incorporation and Bylaws of the Association;

(14) any action to terminate the legal status of the Project after substantial destruction or condemnation; or

(15) any provisions which are for the express benefit of First Mortgagees, or insurers or guarantors of First Mortgages.

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16.2 Notice of Action. Upon written request therefor, a First Mortgagee, insurer or guarantor of a First Mortgage, shall be entitled to timely written notice of:

(a) any condemnation loss or casualty loss which affects a material portion of the Project or any Condominium Unit subject to a First Mortgage held, insured or guaranteed by such First Mortgagee, insurer or guarantor of a First Mortgage;

(b) any delinquency in the payment of assessments or charges owed to the Association by the Owner of the Condominium Unit subject to a First Mortgage held, insured or guaranteed by such First Mortgagee, insurer or guarantor, or any default by such Owner in any obligation under the Declaration, Articles of Incorporation or Bylaws of the Association and the Board of Directors of the Association has actual knowledge of such default, when such delinquency and/or default remains uncured for a period of sixty (60) days;

(c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) any proposed action which would require the consent of a specified percentage of First Mortgagees as provided in this Article Seventeen.

16.3 Audit. The Association shall provide an audited financial statement for the immediately preceding fiscal year to any First Mortgagee within a reasonable time after written request therefor made by fifty-one percent (51%) or more of the First Mortgagees, which audited financial statement shall be prepared at their expense if one is not otherwise available.

## ARTICLE SEVENTEEN

### ANNEXATIONS

17.1 Annexations by Declarant. The Declarant shall have and hereby specifically reserves the right until three (3) years after the date of recording of this Declaration in the City and County of Denver, Colorado, to annex to the Property from time to time any portion or portions of the property described on Exhibit D attached hereto and incorporated herein by this reference, and to subject such additional property to the terms and provisions of this Declaration. Each such annexation shall be effected, if at all: (a) by recording in the City and County of Denver, Colorado, of a Statement of Intention to Annex, which document shall provide the following: (i) the number of additional Condominium Units which Declarant intends to annex to this Declaration; (ii) the undivided interest in the Common Elements which shall be appurtenant to each such Condominium Unit upon the annexation thereof and a percentage or fraction of the common expenses of the Association which shall be allocable to the Condominium Units; (iii) upon the recordation of such Statement of Intention to Annex, each Condominium Unit enumerated in such document shall be and constitute a "Condominium Unit," as defined in this Declaration, but only for purposes of voting the Association membership votes appurtenant thereto and determining the total number of Association votes, as provided in Article Five hereof, and for purposes of the payment of assessments and the obligations incident thereto, as provided in Article Seven hereof; (iv) upon the recording of a supplemental Condominium Map in the office of the Clerk and Recorder of the City and County of Denver, Colorado, showing the Condominium Units described in such Statement of Intention to Annex, all of the property described in such supplemental Condominium Map shall be annexed for all purposes to this Declaration; and (v) may contain other provisions in the discretion of the Declarant; and (b) upon the recording of such supplemental Condominium Map, as aforesaid, all of the property described therein shall thereupon, for all purposes, be annexed to this Declaration and be subject to all provisions contained herein. A portion of the property described in each Statement of Intention to Annex recorded as hereinabove provided shall be contiguous to a portion of the Property (as expanded from time to time as provided in this Section 17.1). Improvements which are constructed by Declarant on any property annexed by Declarant shall be consistent, in terms of quality of construction, with improvements constructed on the Property by Declarant prior to such annexation, unless construction of improvements inconsistent in quality, as aforesaid, has been approved by FMA. Annexation, merger or consolidation, if any, will increase the number of members of the Association. Any Supplemental Condominium Map recorded pursuant to this Section 17.1 shall be recorded prior to the conveyance by Declarant of the first Condominium Unit in the real property described therein.

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17.2 Modification of Undivided Interests. Upon the Declarant's annexation of any additional property to this Declaration by the recording of a Statement of Intention to Annex and a supplemental Condominium Map thereof, the undivided interest in the Common Elements appurtenant to each Condominium Unit (including all Common Elements located on the property described on Exhibit A attached hereto, all Common Elements located on the additional property contained in such annexation and all Common Elements contained in any other property annexed to this Declaration prior to such annexation) shall automatically be reduced to a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Condominium Units then subject to this Declaration; and the undivided interest in the Common Elements appurtenant to each Condominium Unit described in and annexed by such Statement of Intention to Annex and supplemental Condominium Map shall be the same fraction. Such reduction of undivided interest in the Common Elements appurtenant to a Condominium Unit shall be automatic and no further documentation need be filed of record or further action need be taken by the Declarant, any Owner or any First Mortgagee, to reflect such modification in undivided interests. The minimum number of Condominium Units in the Project shall be four (4) and, accordingly, the maximum undivided interest in Common Elements appurtenant to a Condominium Unit shall be 1/4. The maximum number of additional Condominium Units which may be contained in properties annexed to this Declaration shall be twenty-four (24) for a maximum number of twenty-eight (28) Condominium Units which may be subject to this Declaration, and, accordingly, the minimum undivided interest in Common Elements appurtenant to a Condominium Unit shall be 1/28.

5/5

(As an example only and as a means of illustrating the foregoing modifications of undivided interests, if the number of Condominium Units initially subject to this Declaration is four (4) and if the Declarant shall file a Statement of Intention to Annex and a supplemental Condominium Map for the annexation of additional property to this Declaration containing twelve (12) Condominium Units, then the undivided interest in the Common Elements appurtenant to each of the four (4) Condominium Units enumerated in Exhibit B attached hereto shall automatically be reduced from 1/4 to 1/16, and the undivided interest in the Common Elements appurtenant to each of the four (4) Condominium Units after such annexation shall also be 1/16.)

17.3 New Additions of General and Limited Common Elements. Annexations to this Declaration pursuant to this Article Seventeen will contain new additions to the General and Limited Common Elements, which additions may contain any or all of the types of General and Limited Common Elements described in Sections 1.3, 1.11 and 1.13 hereof. Notwithstanding any such annexation, each Owner (regardless of whether such Owner is the

owner of a Condominium Unit enumerated in Exhibit B attached hereto or is the owner of a Condominium Unit contained in annexed property) shall remain fully liable in accordance with Article Seven hereof with respect to his obligations for the payment of assessments, charges and fees of the Association, including the expenses for such new General and Limited Common Elements and new recreational facilities, costs and fees, if any. Annexation of additional Condominium Units to this Declaration will increase the number of Members and, hence, lessen the relative voting power of each Owner.

## ARTICLE EIGHTEEN

### MISCELLANEOUS

18.1 Period of Condominium Ownership. The condominium ownership created by this Declaration and the Condominium Map shall continue until this Declaration is terminated in any manner provided in this Declaration or by law.

18.2 Supplement to Condominium Ownership Act. The provisions of this Declaration shall be in addition and supplemental to the Condominium Ownership Act of the State of Colorado, as it may be amended from time to time, and to all other applicable provisions of law.

18.3 Conveyance of Condominium Units. All Condominium Units, whether or not the instrument of conveyance or assignment shall refer to this Declaration, shall be subject to the covenants, conditions, restrictions, easements, reservations, rights-of-way and all other terms and provisions contained in this Declaration, as it may be amended from time to time.

18.4 Enforcement. Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges and other provisions contained in this Declaration, the Articles of Incorporation, Bylaws or rules and regulations of the Association, as amended, shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provision. The Association and any aggrieved Owner shall have the right to institute, maintain and/or prosecute any such proceedings, and the Association shall further have the right to levy and collect charges for the violation of any provision of any of the aforesaid documents, which charges shall be a perpetual lien in favor of the Association against each Condominium Unit, as more fully provided in Article Seven hereof; in any such action instituted or maintained under this Section, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred pursuant thereto, as well as any and all other sums awarded by the court.

18.5 Registration of Mailing Address. Each Owner and each First Mortgagee, insurer or guarantor of a First Mortgage, shall register his mailing address with the Association, and notices or demands intended to be served upon any such Owner, First Mortgagee, insurer or guarantor shall be delivered by messenger or sent by mail, postage prepaid, addressed in the name of such person or entity, at such registered address.

18.6 Non-Waiver. Failure by the Declarant, the Association, any Owner, First Mortgagee, or any other person or entity to enforce any covenant, condition, restriction, easement, reservation, right-of-way or other provision contained in this Declaration shall in no way or event be deemed to be a waiver of the right to do so thereafter.

18.7 Severability. The provisions of this Declaration shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions hereof, or any portion thereof, by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.

18.8 Number and Gender. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

18.9 Captions. The captions to the Articles and Sections and the Table of Contents at the beginning of this Declaration are inserted herein only as a matter of convenience and for reference, and are in no way to be construed to define, limit or otherwise describe the scope of this Declaration or the intent of any provision hereof.

18.10 Conflicts in Documents. In case of any conflict between this Declaration and the Articles of Incorporation or Bylaws of the Association, this Declaration shall control. In case of any conflict between the Articles of Incorporation and Bylaws of the Association, the Articles of Incorporation shall control.

18.11 Counterparts. This Declaration, any amendments hereto, or any documents of consent, may be executed in several counterparts and all counterparts so executed shall constitute one document binding on all signatories thereof, notwithstanding that all signatories have not executed the original or the same counterpart. In the event that any such document is executed in counterparts, those pages from the counterparts on which signatures and/or certificates of notaries public appear may be attached to the original instrument for the recordation thereof,



provided that such recorded document shall also contain a certification of the Secretary of the Association that all counterparts, as executed, are identical.

IN WITNESS WHEREOF, the undersigned, being the declarant herein, has hereunto set its hand and seal this 16th day of Sept., 1987.

SHOFNER PROPERTIES, INC.,  
A Colorado Corporation

ATTEST:

[Signature]

By: [Signature]

STATE OF Colorado  
COUNTY OF Denver

) ss.  
)

The above and foregoing CONDOMINIUM DECLARATION FOR JACKSON COURT CONDOMINIUMS was acknowledged before me this 16th day of September, A.D., 1987, in the County of Denver, State of Colorado, by L. Gene Shofner as President and John D. Mims as Attestor of SHOFNER PROPERTIES, INC., a Colorado Corporation.

Witness my hand and official seal.

My commission expires: December 2, 1990

(SEAL)

Mary Jane O'Day  
Notary Public  
Address: 3033 E 1st. Ave.  
Denver, Colorado

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EXHIBIT A  
TO  
CONDOMINIUM DECLARATION  
FOR  
JACKSON COURT CONDOMINIUMS

Phase I

Legal description of the Property:

A part of Lots 13 through 18 inclusive, Block 29, Burlington Capitol Addition, City and County of Denver, State of Colorado, more particularly described as follows:

Beginning at a point on the east line of said Lot 13, said point being 5.32 feet north of the southeast corner of said Lot 13; thence southerly along the east line of said Lots 13 through 18 a distance of 111.34 feet to a point being 5.82 feet south of the northeast corner of said Lot 18; thence on a deflection angle to the right of  $89^{\circ}59'40''$  and westerly parallel with the north line of said Lot 18, a distance of 58.67 feet; thence on a deflection angle to the right of  $90^{\circ}00'20''$  and northerly 50.67 feet to a point being 5.25 feet south of the north line of said Lot 16; thence on a deflection angle to the left of  $90^{\circ}00'20''$  and westerly parallel with the north line of said Lot 16 a distance of 66.33 feet to a point on the west line of said Lot 16; thence on a deflection angle to the right of  $90^{\circ}00'20''$  and northerly along the west line of said Lots 16 and 15, a distance of 10.00 feet to a point being 4.75 feet north of the southwest corner of said Lot 15; thence on a deflection angle to the right of  $89^{\circ}59'40''$  and easterly parallel with the south line of said Lot 15 a distance of 66.33 feet; thence on a deflection angle to the left of  $89^{\circ}59'40''$  and northerly 50.67 feet to a point being 5.32 feet north of the south line of said Lot 13; thence on a deflection angle to the right of  $89^{\circ}59'40''$  and easterly parallel with the south line of said Lot 13, a distance of 58.67 feet to the point of beginning, containing 7,196 square feet or 0.1652 acres more or less.

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EXHIBIT B  
TO  
CONDOMINIUM DECLARATION  
FOR  
JACKSON COURT CONDOMINIUMS

<u>Condominium Unit No.</u>	<u>Condominium Building</u>	<u>Undivided Interest in Common Elements Appurtenant to the Condominium Unit</u>	<u>Square Footage*</u>	<u>Fraction of Association Common Expenses Allocable to the Condominium Unit**</u>
113	3	1/4	1400	1400/5600
114	3	1/4	1400	1400/5600
115	3	1/4	1400	1400/5600
116	3	1/4	1400	1400/5600

\* The square footage measurements shown here are approximate and are to be used solely for the purpose of computing the fraction of common expense assessments allocable to a given Condominium Unit; not for purposes of construction or sales.

\*\* The Fraction of Association common expenses allocable to a Condominium Unit are subject to being modified pursuant to Sections 7.5 and 17 hereof.



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EXHIBIT C  
TO  
CONDOMINIUM DECLARATION  
FOR  
JACKSON COURT CONDOMINIUMS

Recorded Easements and Licenses

1. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, AS CONTAINED IN INSTRUMENT RECORDED August 08, 1979, IN BOOK 1979 AT PAGE 682.
2. CRANMER PARK MOUNTAIN VIEW RESTRICTION ORDINANCE, AS CONTAINED IN INSTRUMENT RECORDED MARCH 14, 1968 IN BOOK 7854 AT PAGE 231 AND AMENDED BY INSTRUMENT RECORDED DECEMBER 4, 1968 IN BOOK 9963 AT PAGE 506, JANUARY 6, 1979 IN BOOK 9975 AT PAGE 351 AND JULY 30, 1973 IN BOOK 738 AT PAGE 127.
3. UTILITY EASEMENT OVER THE EAST 5 FEET OF SAID LOTS AS GRANTED TO THE CITY AND COUNTY OF DENVER IN INSTRUMENT RECORDED AUGUST 27, 1986 AT RECEPTION NO. 12043.
4. UTILITY EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, AS CONTAINED IN INSTRUMENT RECORDED November 06, 1986 UNDER RECEPTION NO. 45585.
5. THE EFFECT OF PUD MAP RECORDED July 08, 1986, UNDER RECEPTION NO. 092218.
6. A DEED OF TRUST DATED June 04, 1986 FROM BHOFFNER PROPERTIES, INC., A COLORADO CORPORATION TO THE PUBLIC TRUSTEE OF DENVER COUNTY FOR THE USE OF AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION OF COLORADO TO SECURE THE SUM OF \$2,485,460.00, AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, RECORDED June 18, 1986, UNDER RECEPTION NO. 83276.  
SAID DEED OF TRUST WAS FURTHER SECURED BY ASSIGNMENT OF RENTS AND LEASES RECORDED June 18, 1986, UNDER RECEPTION NO. 83277.  
DISBURSER'S NOTICE IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED June 18, 1986, UNDER RECEPTION NO. 83278.  
AMENDMENT AGREEMENT IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED July 21, 1987, UNDER RECEPTION NO. 161472.
7. FINANCING STATEMENT WITH, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION OF COLORADO THE SECURED PARTY, RECORDED June 18, 1986 UNDER RECEPTION NO. 83279.

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EXHIBIT C  
TO  
CONDOMINIUM DECLARATION  
FOR  
JACKSON COURT CONDOMINIUMS

Recorded Easements and Licenses

1. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, AS CONTAINED IN INSTRUMENT RECORDED August 08, 1979, IN BOOK 1979 AT PAGE 482.
2. CRANMER PARK MOUNTAIN VIEW RESTRICTION ORDINANCE, AS CONTAINED IN INSTRUMENT RECORDED MARCH 14, 1968 IN BOOK 9854 AT PAGE 231 AND AMENDED BY INSTRUMENT RECORDED DECEMBER 4, 1968 IN BOOK 9963 AT PAGE 306, JANUARY 6, 1979 IN BOOK 9975 AT PAGE 331 AND JULY 30, 1973 IN BOOK 738 AT PAGE 127.
3. UTILITY EASEMENT OVER THE EAST 5 FEET OF SAID LOTS AS GRANTED TO THE CITY AND COUNTY OF DENVER IN INSTRUMENT RECORDED AUGUST 27, 1986 AT RECEPTION NO. 12043.
4. UTILITY EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, AS CONTAINED IN INSTRUMENT RECORDED November 06, 1986 UNDER RECEPTION NO. 45585.
5. THE EFFECT OF PUD MAP RECORDED July 08, 1986, UNDER RECEPTION NO. 092218.
6. A DEED OF TRUST DATED June 04, 1986 FROM SHOFNER PROPERTIES, INC., A COLORADO CORPORATION TO THE PUBLIC TRUSTEE OF DENVER COUNTY FOR THE USE OF AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION OF COLORADO TO SECURE THE SUM OF \$2,485,660.00, AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, RECORDED June 18, 1986, UNDER RECEPTION NO. 83276.  
  
SAID DEED OF TRUST WAS FURTHER SECURED BY ASSIGNMENT OF RENTS AND LEASES RECORDED June 18, 1986, UNDER RECEPTION NO. 83277.  
  
DISBURSER'S NOTICE IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED June 18, 1986, UNDER RECEPTION NO. 83278.  
  
AMENDMENT AGREEMENT IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED July 21, 1987, UNDER RECEPTION NO. 161472.
7. FINANCING STATEMENT WITH, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION OF COLORADO THE SECURED PARTY, RECORDED June 18, 1986 UNDER RECEPTION NO. 83279.

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EXHIBIT D  
TO  
CONDOMINIUM DECLARATION  
FOR  
JACKSON COURT CONDOMINIUMS

Annexable Area Legal Description

A part of Lots 16, 17 and 18 and all of Lots 19 and 20, Block 29, Burlington Capitol Hill Addition, City and County of Denver, State of Colorado, more particularly described as follows:

Beginning at the southeast corner of said Lot 20, thence westerly along the south line of said Lot 20 a distance of 125.00 feet to the southwest corner of said Lot 20; thence on a deflection angle to the right of  $90^{\circ}00'20''$  and northerly along the west lines of Lots 16 through 20 a distance of 120.00 feet to a point being 5.25 feet south of the northwest corner of said Lot 16; thence on a deflection angle to the right of  $89^{\circ}59'40''$  and easterly parallel with the north line of said Lot 16 a distance of 66.33 feet; thence on a deflection angle to the right of  $90^{\circ}00'20''$  and southerly 50.67 feet to a point being 5.82 feet south of the north line of said Lot 18; thence on a deflection angle to the left of  $90^{\circ}00'20''$  and easterly parallel with the north line of said Lot 18 a distance of 58.67 feet to a point on the east line of said Lot 18; thence on a deflection angle to the right of  $90^{\circ}00'20''$  and southerly along the east line of said Lots 18 through 20 a distance of 69.33 feet to the point of beginning, containing 12,028 square feet or 0.2761 acres more or less,

AND

All of Lots 11 and 12 and part of Lots 13, 14 and 15, Block 29, Burlington Capitol Hill Addition, City and County of Denver, State of Colorado, more particularly described as follows:

Beginning at the northwest corner of said Lot 11; thence easterly along the north line of said Lot 11 a distance of 125.00 feet to the northeast corner of said Lot 11; thence on a deflection angle to the right of  $90^{\circ}00'20''$  and southerly along the east line of said Lots 11, 12 and 13 a distance of 69.83 feet to a point being 5.32 feet north of the southeast corner of said Lot 13; thence on a deflection angle to the right of  $89^{\circ}59'40''$  and westerly parallel with the south line of said Lot 13, a distance of 58.67 feet; thence on a deflection angle to the left of  $89^{\circ}59'40''$  and southerly 50.67 feet to a point being 4.75 feet north of the south line of said Lot 15; thence on a deflection angle to the right of  $89^{\circ}59'40''$  and parallel with the south line of said Lot 15 a distance of 66.33 feet to a point on the west line of said Lot 15; thence on a deflection angle to the right of  $90^{\circ}00'20''$  and northerly along the west line of said Lots 11 through 15 a distance of 120.50 feet to the point of beginning, containing 12,089 square feet or 0.27775 acres more or less.



FIRST STATEMENT OF INTENTION  
TO ANNEX ADDITIONAL LAND  
TO  
CONDOMINIUM DECLARATION FOR JACKSON COURT CONDOMINIUMS  
RECORDED 9-18-87 UNDER RECEPTION NO. 00185357

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, SHOFNER PROPERTIES, INC., a Colorado corporation ("Declarant") has heretofore executed and caused to be recorded a certain Condominium Declaration for Jackson Court Condominiums, recorded in the office of the Clerk and Recorder of the City and County of Denver, Colorado (the "Declaration") (terms which are defined in the Declaration shall have the same meaning herein unless otherwise defined); and

WHEREAS, Section 17.1 of the Declaration permits the annexation of additional property by the Declarant until three (3) years after the date of recording of the Declaration, which annexation may be effected by recording a Statement of Intention to Annex Additional Land and a supplemental Condominium Map in the office of the Clerk and Recorder of the City and County of Denver, Colorado; and

WHEREAS, Section 17.1 of the Declaration provides further that each Statement of Intention to Annex Additional Land to be recorded in the City and County of Denver, Colorado, shall provide the following information with respect to the property to be annexed to the Declaration:

1. That the Declarant intends to annex to this Declaration twelve (12) additional Condominium Units, to be located on the property described on Exhibit A attached hereto and incorporated herein by this reference and enumerated on Exhibit B attached hereto and incorporated herein by this reference; and

2. That the undivided interest in the Common Elements and fraction of assessment responsibility which shall be appurtenant to each of the aforesaid twelve (12) Condominium Units upon the annexation thereof shall be as provided in Exhibit B attached hereto;

NOW, THEREFORE, effective upon the recording of this First Statement of Intention to Annex Additional Land in the office of the Clerk and Recorder of the City and County of Denver, Colorado, pursuant to the Declaration, the Declarant hereby affirms its intention to annex to the Declaration the property described on Exhibit A attached hereto and the condominium units enumerated on Exhibit B attached hereto, and

ALDanb0914

declares that each of said condominium units shall be and constitute a "Condominium Unit", as defined in the Declaration, but only for purposes of voting the Association membership votes appurtenant thereto and determining the total number of Association votes, as provided in Article Five of the Declaration, and for purposes of the payment of assessments and the obligations incident thereto, as provided in Article Seven of the Declaration.

FURTHER, upon the recording of the Condominium Map of Jackson Court Condominiums, Phase 2, in the office of the Clerk and Recorder of the City and County of Denver, Colorado, pertaining to the Property described in Exhibit A attached hereto and showing the Condominium Units described on Exhibit B attached hereto, all of the property described on said Exhibit A shall be annexed for all purposes to the Declaration, the undivided interest appurtenant to each of the Condominium Units enumerated in said Exhibit B and shown on said Condominium Map of Jackson Court Condominiums, Phase 2, shall be as provided in said Exhibit B, and the undivided interest appurtenant to each Condominium Unit heretofore subjected to the Declaration shall be 1/16; provided, however, that said undivided interest shall be subject to further modification by virtue of additional annexations of property to the Declaration pursuant to Article Seven thereof.

Each of the condominium units submitted to the project hereby shall pay their pro rata share of common expense assessment in accordance with Article Seven of the Declaration.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal this 10th day of SEPTEMBER, 1987.

SHOFNER PROPERTIES, INC., a Colorado corporation

ATTEST:

By: [Signature]

Name: JOHN D. MIMS

Title: Vice President

By: [Signature]

Name: J. G. [Signature]

Title: PROD.

STATE OF COLORADO )

COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this  
16th day of September, 1987, by L. Gene Shofner,  
as President and John D. Mims,  
as Vice President of SHOFNER PROPERTIES, INC., a  
Colorado corporation.

WITNESS my hand and official seal.

My commission expires: December 2, 1990

Mary Jane O'Day  
Notary Public

Mary Jane O'Day



EXHIBIT "A"  
TO  
FIRST STATEMENT OF INTENTION TO  
ANNEX ADDITIONAL LAND  
TO  
CONDOMINIUM DECLARATION FOR JACKSON COURT CONDOMINIUMS

A PART OF LOTS 16, 17 AND 18 AND ALL OF LOTS 19 AND 20, BLOCK 29, BURLINGTON  
CAPITOL HILL ADDITION, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 20; THENCE WESTELLY ALONG THE  
SOUTH LINE OF SAID LOT 20 A DISTANCE OF 125.00 FEET TO THE SOUTHWEST CORNER  
OF SAID LOT 20; THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90°00'20" AND  
NORTHERLY ALONG THE WEST LINES OF LOTS 16 THROUGH 20 A DISTANCE OF 120.00  
FEET TO A POINT BEING 5.25 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 16;  
THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 89°59'40" AND EASTERLY PARALLEL  
WITH THE NORTH LINE OF SAID LOT 16 A DISTANCE OF 66.33 FEET; THENCE ON A  
DEFLECTION ANGLE TO THE RIGHT OF 90°00'20" AND SOUTHERLY 50.67 FEET TO A POINT  
BEING 5.82 FEET SOUTH OF THE NORTH LINE OF SAID LOT 18; THENCE ON A DEFLECTION  
ANGLE TO THE LEFT OF 90°00'20" AND EASTERLY PARALLEL WITH THE NORTH LINE OF  
SAID LOT 18 A DISTANCE OF 58.67 FEET TO A POINT ON THE EAST LINE OF SAID LOT  
18; THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90°00'20" AND SOUTHERLY ALONG  
THE EAST LINE OF SAID LOTS 18 THROUGH 20 A DISTANCE OF 69.33 FEET TO THE POINT  
OF BEGINNING CONTAINING 12,028 SQUARE FEET OR 0.2761 ACRE MORE OR LESS.

EXHIBIT B  
TO  
FIRST STATEMENT TO ANNEX ADDITIONAL LAND TO  
CONDOMINIUM DECLARATION  
FOR  
JACKSON COURT CONDOMINIUMS

Condominium Unit No.	Condominium Building	Undivided Interest in Common Elements Appurtenant to the Condominium Unit	Square Footage*	Fraction of Association Common Expenses Allocable to the Condominium Unit**
113	3	1/16	1400	1400/17876
114	3	1/16	1400	1400/17876
115	3	1/16	1400	1400/17876
116	3	1/16	1400	1400/17876
101	1	1/16	900	900/17876
102	1	1/16	940	940/17876
103	1	1/16	940	940/17876
104	1	1/16	1225	1225/17876
105	1	1/16	940	940/17876
106	1	1/16	900	900/17876
201	1	1/16	1010	1010/17876
202	1	1/16	1025	1025/17876
203	1	1/16	1025	1025/17876
204	1	1/16	1336	1336/17876
205	1	1/16	1025	1025/17876
206	1	1/16	1010	1010/17876

\* The square footage measurements shown here are approximate and are to be used solely for the purpose of computing the fraction of common expense assessments allocable to a given Condominium Unit; not for purposes of construction or sales.

\*\* The Fraction of Association Common Expenses Allocable to a Condominium Unit are subject to being modified pursuant to Sections 7.5 and 17 hereof.

28) 146; 1

THIS DECLARATION OF COVENANTS is made and entered into as of this 16th day of July, 1979, by the declarants JACKSON STREET VENTURE, a partnership, JOSEPH H. MCSOUD, SHERRY MCSOUD and the parties executing the Ratification attached hereto and incorporated by reference, hereinafter collectively referred to as "Declarants."

## ARTICLE I

### Recitals

1.1 The Declarants are the record title owners or owners of certain real property situated in the City and County of Denver, State of Colorado, more particularly described on Exhibit A, attached hereto and incorporated by reference herein, which land is referred to hereinafter as the "Burdened Property." The Burdened Property is that certain real property which is the subject of Zoning Application 3103 filed with the City and County of Denver on May 29, 1979, and scheduled for its initial public hearing on July 16, 1979, as Council Bill 327.

1.2 For ten dollars (\$10.00) and other valuable consideration, the Declarants are desirous of and have agreed to subject the property to the conditions, covenants and restrictions hereinafter set forth.

## ARTICLE II

### Definition of Benefited Property

2.1 The term "Benefited Property" as used herein shall mean and refer to parcels of real property with residences or commercial buildings appurtenant thereto and contained within the map attached hereto as Exhibit B. It is herein confessed that the description of said lands as evidenced by the map attached hereto as Exhibit B is sufficient description of said lands for any enforcement of the covenants, conditions or restrictions of the within declaration. It is further represented and understood that the Homeowners Associations of Cranmer-Park Hilltop Civic Association, South Cherry Creek Neighborhood Homeowners Association, Denver East Central Civic Association and the Shangri-La Heights Homeowners Association may, in addition to individual landowners in the area of the map of Exhibit B, enforce this Declaration of Covenants to the full extent permitted by law or equity.

## ARTICLE III

## Purpose

3.1 For good and valuable consideration, the Burdened Property is hereby made subject to the following conditions, covenants and restrictions, all of which shall run with the land and each and every portion thereof.

3.2 No building or other improvements shall be constructed on the Burdened Property which will exceed five (5) stories in height, plus mechanical penthouse, with an absolute maximum height of sixty-eight (68) feet from either ground level or six (6) inches above the street level of Jackson Street, whichever is lower.

## ARTICLE IV

### Successorship.

4.1 The terms and provisions contained in this Declaration of Covenants shall run with the land as described in this Declaration of Covenants and shall bind and inure to the benefit of the landowners and Homowners Associations as described in Article II above, and their respective successors and assigns, and shall burden the land of the Declarants covered hereby.

## ARTICLE V

## Term

5.1 This Declaration and every covenant and condition contained herein shall continue in full force and effect for a period of thirty (30) years and may not be terminated or amended except as noted in paragraph 3.4 herein, except that the covenants may be altered or amended in any fashion by Declarants, subject to the unanimous consent of the Homeowners Associations through votes of the respective Boards of Directors of said Homeowners Associations as enumerated in Article II above, with said alterations, modifications or amendments evidenced by written instrument recorded in the office of the Clerk and Recorder of the City and County of Denver.

## ARTICLE VI

## Enforcement

6.1 The provisions herein contained shall to the full extent permitted by law or equity burden the Burdened Property and benefit the Benefited Property and be binding upon and inure to the successors or assigns of the Declarants, the property owners of land described in Exhibit B and the Homeowners Associations referred to in Article II above. These provisions may be enforced by the Homeowners Associations or any of them, acting on their own behalf, or on behalf of the members thereof. These provisions may likewise be enforced by the owner of any property as described in Article II above. In recognition of the fact that a violation of the within covenants will cause irreparable damage to the homeowners and to the landowners as described in Article II above, and to the properties owned by members of the



of the provisions herein contained shall give the homeowners actions and the landowners as described in Article II above right to prosecute a proceeding at law or in equity against the Declarants, their assigns or any other persons owning the Burdened Property who are violating or attempting to violate any of the provisions herein to enjoin or prevent them from doing so by temporary restraining order, preliminary and permanent injunction. In any such action to enforce this Declaration, the prevailing party shall be entitled to receive its reasonable attorney's fees and court costs from the losing party.

#### ARTICLE VII

7.1 No ratification for Lots 10 and 11, Burnside Addition, Block 2, City and County of Denver, is attached hereto. It is agreed that if and when said lots are acquired by Jackson Street Venture or Joseph H. McSoud, this Declaration of Covenants, without any further action of any of the Declarants being required, shall be binding upon said lots and they shall be deemed included within the Burdened Property as defined herein.

#### ARTICLE VIII

##### Counterparts

8.1 This Declaration may be executed in counterparts, each of which counterparts cumulatively shall be deemed the original hereof.

IN WITNESS WHEREOF, this instrument is executed the day and year first above written.

JACKSON STREET VENTURE,  
a partnership.

By Joseph H. McSoud

Joseph H. McSoud

JOSEPH H. MCSOUD

Sherry McSoud

-SHERRY MCSOUD-

CITY AND )  
COUNTY OF DENVER ) ss.

The foregoing Declaration of Covenants was subscribed and sworn to before me this 7th day of August, 1979, by John G. McWilliams, General Partner & Marc A. Footlik, on behalf of Jackson Street Venture, a partnership. General Partner

Witness my hand and official seal.

My commission expires June 21, 1980

NOTARY PUBLIC

Joseph H. McSoud  
Notary Public

STATE OF COLORADO )  
CITY AND ) ss.  
COUNTY OF DENVER )

The foregoing Declaration of Covenants was subscribed and sworn to before me this 7th day of August, 1979, by Joseph H. McSoud.

Witness my hand and official seal.

My commission expires June 21, 1980.

NOTARY PUBLIC

Joseph H. McSoud  
Notary Public

STATE OF COLORADO )  
CITY AND ) ss.  
COUNTY OF DENVER )

The foregoing Declaration of Covenants was subscribed and sworn to before me this 7th day of August, 1979, by Sherry McSoud.

Witness my hand and official seal.

My commission expires June 21, 1980

NOTARY PUBLIC

Sherry McSoud  
Notary Public

OF

DECLARATION OF COVENANTS

THE UNDERSIGNED, being the owner of Lot 46 of 47,  
Block 2, Beverly  
Addition, City and County of Denver, State of Colorado,  
does hereby consent to, join in and ratify the Declaration  
of Covenants made and entered into July 16th, 1979,  
by Jackson Street Venture, a partnership, and agrees  
that the above described lot(s) shall be bound by all  
of the terms, conditions and provisions of said Covenants.

Dated this 26 day of July, 1979.

Luzanna Strickland  
Luzanna Strickland

STATE OF COLORADO )  
CITY AND ) ss.  
COUNTY OF DENVER )

The foregoing Ratification of Declaration of  
Covenants was subscribed and sworn to before me this 26  
day of July, 1979, by Luzanna Strickland  
Strickland

Witness my hand and official seal.

My commission expires April 24, 1982

Joseph H. M. Ford  
Notary Public



-4-

1979 086

OF

DECLARATION OF COVENANTS

THE UNDERSIGNED, being the owner of Lot 22 of 23,  
Block 2, Beverly  
Addition, City and County of Denver, State of Colorado,  
does hereby consent to, join in and ratify the Declaration  
of Covenants made and entered into July 16th, 1979,  
by Jackson Street Venture, a partnership, and agrees  
that the above described lot(s) shall be bound by all  
of the terms, conditions and provisions of said Covenants.

Dated this 25 day of July, 1979.

Ben F. Siggett  
Ben F. Siggett

STATE OF COLORADO )  
CITY AND ) ss.  
COUNTY OF DENVER )

The foregoing Ratification of Declaration of  
Covenants was subscribed and sworn to before me this 25  
day of July, 1979, by Ben F. Siggett  
Siggett

Witness my hand and official seal.

My commission expires April 24, 1982

Joseph H. M. Ford  
Notary Public



-4-

1979 087

OF

DECLARATION OF COVENANTS

THE UNDERSIGNED, being the owner of Lots 18 & 19, Block 2, 13th & 14th Addition, City and County of Denver, State of Colorado, does hereby consent to, join in and ratify the Declaration of Covenants made and entered into 16th day of July, 1979, by Jackson Street Venture, a partnership, and agrees that the above described lot(s) shall be bound by all of the terms, conditions and provisions of said Covenants.

Dated this 27 day of July, 1979.

Charles H. Richardson

Barbara L. Richardson

STATE OF COLORADO )  
CITY AND ) ss.  
COUNTY OF DENVER )

The foregoing Ratification of Declaration of Covenants was subscribed and sworn to before me this 27 day of July, 1979, by Charles H. Richardson and Barbara L. Richardson.

Witness my hand and official seal.

My commission expires April 24, 1982

Joseph H. M. Ford  
Notary Public



-4-

1979-689-A

OF

DECLARATION OF COVENANTS

THE UNDERSIGNED, being the owner of Lot 1 & 2, Block 2, 13th & 14th Addition, City and County of Denver, State of Colorado, does hereby consent to, join in and ratify the Declaration of Covenants made and entered into 16th day of July, 1979, by Jackson Street Venture, a partnership, and agrees that the above described lot(s) shall be bound by all of the terms, conditions and provisions of said Covenants.

Dated this 27 day of July, 1979.

Charles H. Richardson

Barbara L. Richardson

STATE OF COLORADO )  
CITY AND ) ss.  
COUNTY OF DENVER )

The foregoing Ratification of Declaration of Covenants was subscribed and sworn to before me this 27th day of July, 1979, by Charles H. Richardson and Barbara L. Richardson.

Witness my hand and official seal.

My commission expires 8/31/82

SEAL



Joseph H. M. Ford  
Notary Public

-4-

1979 688



RATIFICATION

OF  
DECLARATION OF COVENANTS

THE UNDERSIGNED, being the owner of Lots 12 & 11, Block 2, Humadales Addition, City and County of Denver, State of Colorado, does hereby consent to, join in and ratify the Declaration of Covenants made and entered into July 16th, 1979, by Jackson Street Venture, a partnership, and agrees that the above described lot(s) shall be bound by all of the terms, conditions and provisions of said Covenants.

Dated this 20th day of July, 1979.

Dennis Arthur  
Dennis Arthur  
Beth Arthur  
Beth Arthur  
Shirley Chandler  
Shirley Chandler  
Dorothy M. Chisholm  
Dorothy M. Chisholm

STATE OF COLORADO )  
CITY AND ) ss.  
COUNTY OF DENVER )

The foregoing Ratification of Declaration of Covenants was subscribed and sworn to before me this 20th day of July, 1979, by Dennis Arthur, Beth Arthur, Shirley Chandler, Dorothy M. Chisholm.

Witness my hand and official seal.

My commission expires September 29, 1981



Jean Herbert  
Notary Public

THE UNDERSIGNED, being the owner of Lot 34 N 1/4 W 4 E, Block 47, Quincy Park Addition, City and County of Denver, State of Colorado, does hereby consent to, join in and ratify the Declaration of Covenants made and entered into July 16th, 1979, by Jackson Street Venture, a partnership, and agrees that the above described lot(s) shall be bound by all of the terms, conditions and provisions of said Covenants.

Dated this 26th day of July, 1979.

William M. Sackel  
Charles M. Sackel

STATE OF COLORADO )  
CITY AND ) ss.  
COUNTY OF DENVER )

The foregoing Ratification of Declaration of Covenants was subscribed and sworn to before me this 26th day of July, 1979, by William M. Sackel, Charles M. Sackel.

Witness my hand and official seal.

My commission expires Oct. 12, 1980



J. H. Sackel  
Notary Public

## DECLARATION OF COVENANTS

## Legal Description

THE UNDERSIGNED, being the owner of Lot 5 and 6, 3.621', Lot 4 Block 18, Burlington Capitol Hill Addition, City and County of Denver, State of Colorado, does hereby consent to, join in and ratify the Declaration of Covenants made and entered into 8/9 July 16th, 1979, by Jackson Street Venture, a partnership, and agrees that the above described lot(s) shall be bound by all of the terms, conditions and provisions of said Covenants.

Dated this 30th day of July, 1979.

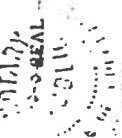
James Arthur  
Robert Charles  
Shirley Chandler  
Block 18, Capitol Hill  
Denver II, Colorado

STATE OF COLORADO )  
 CITY AND ) ss.  
 COUNTY OF DENVER )

The foregoing Ratification of Declaration of Covenants was subscribed and sworn to before me this 30th day of July, 1979, by Robert Charles, Shirley Chandler, and Jackson Street Venture, all of said City and County of Denver, State of Colorado.

Witness my hand and official seal.

My commission expires September 26, 1981



Beverly Jean Verdant  
 Notary Public

**EXHIBIT A**

**Legal Description**

Lots 6-27, Block 2 and Lots 44-50, attached Block 2  
and Lot 1, Block 2, Burnsdale Addition and Lots 1-10,  
Block 47, Burlington, Capitol Hill Addition, City  
and County of Denver, State of Colorado.

**EXHIBIT A**

**1979 692**



EXHIBIT B

BENEFITED PROPERTY

All parcels of real property located within the boundaries delineated hereon, all as referred to in Article II of the foregoing Declaration of Covenants.

CITY AND COUNTY OF DENVER  
STATE OF COLORADO



# EXHIBIT C

## USES

.9-3(1)(b)	The following fabrication uses: beverage bottling non-alcoholic; bottling or packaging prepared specialty food products; brooms and brushes; buttons; camera; fur-dying; ink mixing and packag- ing; newspaper publishing; plastic products; taxidermy
.9-3(1)(f)	Ambulance service
.9-3(1)(m)	Auto sales
.9-3(1)(n)	Automobile gasoline station; pro- vided, however, that gasoline pump facilities associated with a con- venience food store shall be per- mitted.
.9-3(1)(o)	Automobile laundry
.9-3(1)(u)	Blacksmithing shop
.9-3(1)(w)	Boat sale or repair
.9-3(1)(y)	Bowling alley and billiard parlor
.9-3(1)(hh)	Crating service
.9-3(1)(rr)	Electric substation
.9-3(1)(ss)	Electric contractor
.9-3(1)(uu)	Fire station
.9-3(1)(ww)	Food locker plant
.9-3(1)(zz)	Garage for commercial and public utility vehicles
.9-3(1)(bbb)	Gas regulator station
.9-3(1)(ccc)	Adult amusement or entertainment on the payment of fee or admission
.9-3(1)(jjj)	Book store, adult
.9-3(1)(mmm)	Koshering of poultry
.9-3(1)(uuu)	Mail order house
.9-3(1)(xxx)	Metal sharpening
.9-3(1)(xxx)	Mirror silvering
.9-3(1)(yyy)	Mortuary
.9-3(1)(aaa)	Motorcycle store
.9-3(1)(eee)	Eating place with adult amusement or entertainment
.9-3(1)(fff)	Photo studio, adult
.9-3(1)(hhh)	Theater, adult
.9-3(1)(jjj)	Painting and decorating contractor
.9-3(1)(ppp)	Police station
.9-3(1)(qqq)	Post Office
.9-3(1)(vvv)	Radio and television broadcasting
.9-3(1)(xxx)	Railway right of way
.9-3(1)(ccc)	Sign contractor
.9-3(1)(hhhhh)	Terminal for intra-city rubber tired vehicles or railroad passenger station
.9-3(1)(nnnnn)	Utility pumping station
.9-3(1)(qqqqq)	Veterinarian (kennels located outside of any building only); veterinarian with kennels located inside of any building shall be permitted;
.9-3(1)(rrrrr)	Water reservoir
.9-3(1)(sssss)	Tire recapping shop
.9-3(1)(uuuuu)	Establishment selling monuments and tombstones
.9-3(1)(vvvvv)	Special trades contractor
.9-3(1)(yyyyy)	Trampoline center
.9-3(1)(bbbbbb)	Miniature golf or putting course
.9-2(a)	Bazaar and/or carnival
.9-3(2)(c)	Non-commercial concrete batching plant
.9-3 (4b-6)	Tattoo Studio

The above references are to the Zoning Ordinances of the City and County of Denver, Section 612.