

**AMENDMENT  
TO  
CONDOMINIUM DECLARATION  
FOR  
GLEN RIDGE SQUARE**

This amendment made on the date hereinafter set forth by consent of the owners representing at least sixty six and two-thirds ( $66 \frac{2}{3}$ ) of the aggregate ownership interest in all of the common elements;

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, on January 18, 2006 at the annual meeting of the members, the members of at least sixty-six and two-thirds ( $66 \frac{2}{3}$ ) of the aggregate ownership interest in the common elements consented to the following amendment <sup>of</sup> a certain document entitled Condominium Declaration for Glen Ridge Square, which document was duly recorded with the Clerk and Recorder of Adams County on February 13, 1973, in Book 1845, Page 580 of the records of the Clerk and Recorder, which Declaration affects certain real properties situated in the County of Adams, more particularly described in the Condominium Map recorded February 13, 1973, in PUD File # 67 of the records of the Clerk and Recorder of Adams County.

WHEREAS, under Article XIX, Paragraph (2) of said Declaration, the Declaration can be amended by sixty-six and two-thirds ( $66 \frac{2}{3}$ ) or more of the aggregate ownership interest in all of the general common elements.

AND WHEREAS, on January 18, 2006, at the annual meeting of the members, the consent of the owners representing at least sixty-six and two-thirds ( $66 \frac{2}{3}$ ) of the

aggregate ownership interest in all of the common elements consented to the following amendment, as evidenced by the signatures attached hereto.

NOW THEREFORE, the Declaration hereinabove defined is hereby amended in the following respects:

Article XXII of the Declaration is hereby amended by the addition of the following sentence at the end of the first paragraph of Article XXII.

The Association's lien on a unit for regular, special or other permissible assessments, including late charges, interest and attorneys fees shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado.

# CONSENT

Nabe Santarelli  
NAME  
6920 Navajo #D  
Denver Co  
ADDRESS

Lois W. Winger  
NAME  
6955 Mariposa #D  
Denver Co  
ADDRESS

Danijel S. Suter  
NAME  
6925-C Mariposa  
Denver Co  
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Margaret Davies  
NAME  
6990 Navajo St Unit C  
Denver Co 80229  
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Bettie Roney  
NAME  
6995 Mariposa #A  
Denver Co 80221  
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Wendy A. [Signature]  
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Elsie Titworth / LWS  
NAME  
6905C Mariposa St.  
Den. 80221  
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Emanuel Scheller / LWS  
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Kathryn Stephens HWS  
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David Whittle HWS  
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Joseph Tellaw HWS  
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Roxanne Rags HWS  
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Kyle Platts HWS  
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Kelly Sample HWS  
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Lisa Koperski HWS  
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6950 D Navajo St.  
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Espanio Huerta HWS  
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Josephine Childs HWS  
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Richard Londerbach HWS  
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Melanie Fredala HWS  
NAME  
6995 D Mariposa St.  
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ADDRESS

Chw Steinmeyer  
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John J. Lewis  
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6970 Navajo St., Unit D  
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Hadley Payton  
NAME  
6995 Mariposa St #C  
Denver CO 80221  
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John J. Lewis  
NAME  
6970 Navajo St #A  
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Mark Paulson LWS  
NAME  
6975 C. Mariposa St.  
Den CO 80221  
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AMENDMENT TO ARTICLE 10, SECTION 10.01 OF THE  
BYLAWS OF GLEN RIDGE SQUARE CONDOMINIUM ASSOCIATION

Article 10, Section 10.01 is hereby amended and restated in its entirety as follows:

10.01 Assessments. A member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of members, within the meaning of these By-Laws, if and only if he shall have fully paid all assessments made or levied against him and the condominium unit owned by him. Late fees may be changed from time to time by a majority consent of the Board of Managers at a regular or special meeting of the Board of Managers. Any regular or special assessment not received by the Association by the tenth (10<sup>th</sup>) of the month in which said assessment is due shall be subject to a late charge. All amounts received by the Association shall be applied first to unpaid legal fees, if any, next to unpaid late charges and interest, then to the most delinquent assessments and finally to current assessments.

IN WITNESS WHEREOF, the undersigned Secretary of Glen Ridge Square Condominium Association hereby certifies that the above amendment was duly adopted on Jan. 18, 2006, by the owners representing at least a majority of the aggregate interests of the undivided ownership of the general common elements, at a duly constituted meeting of the members called for the purpose of, inter alia, considering adoption of this amendment.

Dated this 7 day of February, 2006.

ATTEST

Lisa Kaperaki  
SECRETARY

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389856

989856

BOOK 1845 PAGE 580

WILLIAM SOKOL  
COUNTY RECORDER  
ADAMS COUNTY, COLO.

CONDOMINIUM DECLARATION  
FOR  
GLEN RIDGE SQUARE

FEB 18 11 30 AM '73

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Zodiac Construction, Ltd., hereinafter called "Declarant," is the owner of the following described real property, hereinafter called "the Property," located in the County of Adams, State of Colorado: Lots 1, 2, 3, 4, 5, and 6, Block 3, Kalcevic Heights.

WHEREAS, Declarant desires to establish a Condominium Project on the Property under the Condominium Ownership Act of the State of Colorado; and

WHEREAS, Declarant does hereby establish a plan for the ownership in fee simple of the Property subject to the easements, restrictions and reservations of record and as set forth on the Condominium Map hereinafter described, and as set forth in this Declaration.

NOW, THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the land, shall be a burden and a benefit to the Declarant, its successors and/or assigns, and any person acquiring or owning an interest in the Property and improvements, their grantees, successors, heirs, devisees, personal representatives and/or assigns.

ARTICLE I

DEFINITIONS

Unless otherwise expressly provided, the following definitions shall apply to the Declaration, Map, Articles of Incorporation, the By-Laws and all other documents of the Glen Ridge Square Condominiums:

(1) "Unit" means an individual air space which is contained within the perimeter walls, floors, ceilings, windows and doors of each unit and the garage unit appurtenant thereto as shown on the Condominium Maps to be filed for record, together with all fixtures and improvements therein contained, but not including any of the structural components for the building, if any, located within the unit.

(2) "Condominium Unit" means the fee simple interest and title in and to a unit together with the undivided interest in the general common elements and the appurtenant limited common elements.

(3) "Owner" means an individual, firm, corporation, partnership, association, or other legal entity, or any combination thereof, who owns an interest in one or more condominium units.

(4) "General common elements" means and includes the Property, the foundations, columns, girders, beams, supports, main walls, roofs, outdoor stairways, decks, patios, installations of central services such as power, light, gas, water, sewers, and the recreational facilities, sidewalks, pathways, roads and streets located within the Condominium

Project, and all apparatus and installations existing for common use and all other parts of the property necessary and convenient to the existence of the Condominium Project, its maintenance and safety or normally in common use including the air space above the Property which is not within the respective units all of which shall be owned as tenants in common by the owners of the separate condominium units.

(5) "Limited common elements" means those parts of the general common elements which are either limited to and reserved for the exclusive use of an owner of a condominium unit or are limited to and reserved for the common use of more than one, but fewer than all of the condominium unit owners.

(6) "Condominium Project" or "Project" means the property and improvements initially submitted by this Declaration and described in the Condominium Map.

(7) "Common expenses" means the expenses for maintenance, repair, operation, management and administration of the Condominium Project, expenses declared common expenses by the provisions of this Declaration, the Articles of Incorporation or the By-Laws of the Association and all sums lawfully assessed against the owners of the general common elements by the Association.

(8) "Association" means Glen Ridge Square Condominium Association, a non-profit Colorado corporation, the Articles of Incorporation and By-Laws of which will govern the administration of the Condominium Project.

(9) "Map" or "Condominium Map" means the engineering survey of the Property depicting and locating thereon all of the improvements, the floor and elevation plans and any other drawing or diagrammatic plans depicting a part or all of the improvements on the land covered by the Map. Either term shall include the original and all supplemental maps.

(10) "Declaration" means this Condominium Declaration for Glen Ridge Square and any supplements or amendments thereto.

## ARTICLE II

### CONDOMINIUM MAP

The Map or any supplement depicting units shall not be filed for record until the building in which the units are located has been substantially completed in order to permit the description of the condominium units, both horizontally and vertically. No conveyance of a condominium unit shall be made until the Map or supplement describing the individual unit to be conveyed shall have been filed for record. The map or supplement shall depict and show at least the following:

The location of buildings and improvements; the elevation plans; the location of units within a building, both horizontally and vertically; the thickness of the structural and supporting walls. It shall contain the certificate of the registered professional engineer or licensed architect,

or both, certifying that the Map substantially depicts the boundary, the location, and the horizontal and vertical measurements of the buildings; the unit designation and the dimensions of the units; the elevation of the unfinished floors and ceilings as constructed and that such Map was prepared after the substantial completion of each improvement. Each supplement shall set forth a similar certificate.

In interpreting the Map, the existing physical boundaries of each separate unit as constructed shall be conclusively presumed to be its boundaries.

Declarant reserves the right to amend the Map from time to time to conform the same to the actual location of any of the constructed improvements and to reflect any combination of units in the event a purchaser desires to purchase two units and combine them into a single unit, and to establish, vacate, and relocate easements, access road easements, and on-sight parking areas.

#### ARTICLE III

##### LIMITED COMMON ELEMENTS

A portion of the general common elements is set aside and reserved for the exclusive use of individual owners of units. Any balcony, patio, deck, or outdoor stairway which is associated with or adjoins a unit shall without further reference thereto be used in connection with such unit to the exclusion of the use thereof by the owners of the general common elements except by invitation. No reference thereto whether such limited common elements are exclusive or non-exclusive need be made in any deed, instrument, or conveyance, or other instrument.

#### ARTICLE IV

##### DIVISION OF PROPERTY INTO CONDOMINIUM UNITS

The Property and the improvements thereon are hereby divided into fee simple estates, each such estate consisting of the separately designated units and the undivided percentage of fractional interest in and to the general common elements appurtenant to each unit as is set forth on the attached Exhibit A, which is by reference made a part hereof.

#### ARTICLE V

##### PARKING SPACES

The Condominium Owners Association may, from time to time, limit the use of parking spaces on the Property for the exclusive use of individual units or buildings.

#### ARTICLE VI

##### INSEPARABILITY OF A CONDOMINIUM UNIT

Each unit and the undivided interest in the general common elements and the limited common elements appurtenant thereto shall comprise one Condominium Unit and shall be inseparable and may be conveyed, leased, rented, devised, or encumbered only as a condominium unit.

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## ARTICLE VII

NON-PARTITIONABILITY OF GENERAL COMMON ELEMENTS

The general common elements shall remain undivided, and no owner shall bring any action for partition or division thereof. Nothing contained herein shall be construed as a limitation of the right of legal partition of a condominium unit between the owners thereof, but such legal partition shall not affect any other condominium unit, nor shall any such partition sever any part of a condominium unit from such condominium unit as a whole.

## ARTICLE VIII

DESCRIPTION OF CONDOMINIUM UNIT

Every contract, lease, deed, mortgage, deed of trust, or any other instrument purporting to affect title may legally describe such condominium unit by its identifying unit designation as shown on the Map, followed by the words "Glen Ridge Square Condominiums."

Every such description shall be deemed good and sufficient for all purposes to sell, convey, transfer, encumber, or otherwise affect not only the unit, but also the appurtenant general and limited common elements and every such description shall be deemed to include the entire condominium unit. Each such description shall be construed to include a non-exclusive easement for ingress and egress to and from the unit, and, subject to the provisions of Article XXX hereof, the use of the general and limited common elements appurtenant thereto.

The initial deed from Declarant conveying a condominium unit may contain reservations, exceptions and exclusions which the Declarant deems to be consistent with and in the best interests of all condominium unit owners and the Association.

## ARTICLE IX

OWNERSHIP AND TITLE

A condominium unit may be held and owned by more than one person as joint tenants or as tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Colorado.

## ARTICLE X

SEPARATE ASSESSMENT AND TAXATION

Declarant shall give written notice to the Assessor of the County of Adams, State of Colorado, of the creation of condominium ownership of this Property, as is provided by law, so that each condominium unit shall be deemed a separate parcel and subject to separate assessment and taxation.

ARTICLE XI

USE OF COMMON ELEMENTS

Subject to the rights reserved to the Declarant by Article XXX hereof, and all other rights reserved herein, each owner may use the common elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other owners.

ARTICLE XII

USE AND OCCUPANCY DURING CONSTRUCTION  
AND SALES PERIOD

Declarant and its employees, representatives, agents and contractors may maintain business and sales offices, construction facilities and yards, model units and other facilities on the Property during the period of construction and sales in the Project.

ARTICLE XIII

EASEMENTS FOR ENCROACHMENTS

If any portion of the general or limited common elements encroaches upon a unit, a valid easement shall and does exist for the encroachment and for the maintenance of the same, so long as it stands or as the same may be reconstructed pursuant to the provisions of this Declaration. If any portion of a unit encroaches upon the general or limited common elements or upon an adjoining unit, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. For title or other purposes, such encroachments and easements shall not be considered or construed to be encumbrances either on the limited or general common elements or on any units.

ARTICLE XIV

TERMINATION OF MECHANIC'S LIEN RIGHTS

Subsequent to the completion of the improvements described on the Map, no labor performed or materials furnished or incorporated in a unit with the consent or at the request of the owner thereof, his agent, contractor, or subcontractor shall be the basis for filing of a lien against the condominium unit of any other owner not expressly consenting to or requesting the same. Each owner shall indemnify, defend and hold harmless each of the other owners and the Association from and against all liability arising from the claim of any lien against the condominium unit of any other owner or against the Association for construction performed or for labor, materials, services, or other products incorporated in the owner's unit at such owner's request. The provisions herein contained are subject to the rights of the Association as set forth in Article XVI.

ARTICLE XV

ADMINISTRATION AND MANAGEMENT

The Administration of this Condominium Project shall be governed by the Articles of Incorporation and

By-Laws of the Association. An owner of a condominium unit upon becoming such an owner, shall be a member of the Association and shall remain a member for the period of his ownership.

The Association may delegate by written agreement any of its duties, powers and functions to any person or firm to act as Managing Agent at an agreed compensation. Any routine or ministerial act required or permitted to be performed by the Association may be performed by the Managing Agent or by his sub-agents or employees acting under his direction and control unless this declaration or the Association's Articles of Incorporation or By-Laws, requires action by the Board of Managers or the officers of the Association.

#### ARTICLE XVI

##### RESERVATION FOR ACCESS MAINTENANCE, REPAIR AND EMERGENCIES

The owners collectively shall have the irrevocable right, to be exercised by the Association, to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair and/or replacement of any of the general common elements therein or accessible therefrom, or for making emergency repairs thereon necessary to prevent damage to the general common elements or to another unit. Damage to the interior or any part of a condominium unit resulting from the maintenance, repair, emergency repair, or replacement of any of the general common elements as a result of emergency repairs within another unit at the instance of the Association, shall be a common expense of all of the owners; provided, however, that if any such damage is the result of the carelessness or negligence of any owner, then such owner shall be responsible for all of such damage. The damaged improvements shall be restored to substantially the same condition existing prior to the damage.

#### ARTICLE XVII

##### OWNER'S RESPONSIBILITY TO MAINTAIN HIS UNIT

For purpose of maintenance, repair, remodeling, and alteration, an owner shall be deemed to own the interior non-supporting walls and interior non-supporting floors and ceilings, the material (including, but not limited to, plaster, gypsum, dry wall, paneling, wallpaper, paint, wall coverings, wall and floor tile, and flooring), making up the finished surface of the perimeter and supporting walls, ceilings and floors within the unit and the unit doors and windows. The owner shall not be deemed to own lines, pipes, wires, conduits, sewer lines or systems (herein referred to as "utilities") running through his unit which serve one or more other units except as tenant in common with the other owners. Such utilities shall not be disturbed or relocated by an owner without the written consent and approval of the Association. Such right to repair, alter and remodel shall carry the obligation to replace any finishing or other materials removed with similar types or kinds of materials. An owner shall maintain and keep in repair the interior of his own unit, including fixtures and equipment within his unit. All lines, wires, pipes, conduits, sewer lines or systems within the unit commencing at a point where the utilities enter the unit, and which do not serve another unit, shall be maintained and kept in repair by the owner thereof. An owner shall do no act that will

impair the structural soundness or integrity of any building or impair any easement or right of way.

#### ARTICLE XVIII

##### COMPLIANCE WITH DECLARATION, BY-LAWS OF ASSOCIATION

Each owner shall comply strictly with the provisions of this Declaration, the Certificate of Incorporation and the By-Laws of the Association and the rules and regulations of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover money due and for damages or injunctive relief or both, and for reimbursement of all attorneys' fees and costs incurred in connection therewith, which action shall be maintainable by the Association on behalf of the owners.

#### ARTICLE XIX

##### REVOCATION AND AMENDMENT

(1) This Declaration shall not be revoked unless all of the owners and all of the holders of recorded mortgages or deeds of trust encumbering the condominium units unanimously consent and agree to such revocation by an instrument or instruments duly executed and recorded. Upon such revocation the property shall be removed from the provisions of this Declaration.

(2) This Declaration shall not be amended unless the owners representing 66 2/3% or more of the aggregate ownership interest in all of the general common elements, subject to mortgages and Deeds of Trust of record, consent and agree to such amendment by an instrument or instruments duly executed and recorded. The percentage of the undivided interests in all the general common elements appurtenant to each unit shall have a permanent character and shall not be altered without the consent of all of the condominium unit owners nor shall the manner in which common expenses are assessed be altered without the unanimous consent of all the condominium unit owners and the consent of all the holders of mortgages or deeds of trust encumbering the condominium units as expressed in a duly recorded amendment to this Declaration.

#### ARTICLE XX

##### ASSESSMENT FOR COMMON EXPENSES

All owners shall be obligated to pay the estimated assessments imposed by action of the Board of Managers of the Association to meet the common expenses. The assessments shall be made pro rata according to each owner's percentage interest in the general common elements, and said assessments shall be the personal debt of such owner and may be collected as part of the common expenses. The limited common elements shall be maintained as general common elements, and owners having exclusive use thereof shall not be subject to any special charges or assessments. Assessments for the estimated common expenses, including insurance, shall be due monthly in advance on the first day of the month.



The assessments made for the common expenses shall be based upon the cash requirements deemed to be such aggregate sum as the Board of Managers of the Association shall from time to time determine is to be paid by all of the owners, including Declarant, to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the general common elements, which sum may include, among other things, expense of management; taxes and special assessments not separately assessed; insurance premiums for fire, with extended coverage, vandalism and malicious mischief endorsements attached, issued in the amount of the maximum replacement value of all of the condominium units (including all fixtures, interior walls, and partitions; decorated and finished surfaces of perimeter walls, floor and ceilings, doors, windows, and other elements or materials comprising a part of the units) casualty, workmen's compensation, public liability and other insurance premiums; landscaping and care of grounds; common lighting and heating, repairs and renovations; trash and garbage collections; wages, water and sewer charges; snow removal; grounds maintenance; legal and accounting fees; management fees; expenses and liabilities incurred by the Association under or by reason of the Declaration; the payment of any deficit remaining from a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as other costs and expenses relating to the general common elements. The omission or failure of the Association to fix the assessment for any month shall not be deemed a waiver, modification, or a release of the owners from their obligation to pay.

#### ARTICLE XXI

##### INSURANCE

The Association shall obtain and maintain at all times insurance of the type and kind herein provided and including such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other similar condominium projects issued by responsible insurance companies authorized to do business in the State of Colorado. The insurance shall be carried in blanket policy form naming the Association the insured, and as attorney-in-fact for all the condominium unit owners, which policy or policies shall identify the interest of each condominium unit owner. Such policies shall provide a standard, non-contributory mortgagee clause in favor of each first mortgage, and shall provide that they cannot be cancelled by either the insured or the insurance company until after 10 days' prior written notice is given to each owner and each first mortgagee whose addresses are shown in the "Mortgagees of Units" book maintained pursuant to the Association's By-Laws. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of a particular owner guilty of a breach of warranty, act, omission, negligence, or noncompliance with any provisions of such policy, including payment of the insurance premium applicable to that owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance

under such policy as to the interest of all other insured owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect. The Association shall also obtain and maintain, to the extent obtainable, public liability insurance in such limits as may from time to time be determined, covering each unit owner, each member of the Board of Managers, the Managing Agent, and the resident manager. Such public liability coverage may also cover liability claims of unit owners against the insured and shall contain waivers of subrogation.

Insurance coverage on the furnishings and other items of personal property belonging to an owner, and casualty and public liability insurance coverage and workmen's compensation insurance covering work within each unit shall be the responsibility of the owner thereof. The Board of Managers of the Association shall, about the time of the annual meeting, carefully review the insurance policies and determine by formal or informal appraisal after due consideration of changes in building costs, that the hazard insurance policies represent 100% of the replacement value of each unit and the value of the general common elements.

#### ARTICLE XXII

##### LIEN FOR NONPAYMENT OF COMMON EXPENSES

All sums assessed but unpaid for the share of common expenses chargeable to any condominium unit, including interest thereon at 8% per annum, shall constitute a lien on such unit superior and prior to all other liens and encumbrances, except only the real property tax and special assessment liens in favor of any governmental entity and all sums unpaid on a first mortgage of record, including all unpaid obligatory sums required by such encumbrance, and including additional advances made thereon prior to the arising of such common expense lien.

To evidence such lien the Association shall prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the owner and the description of the condominium unit. Such notice shall be signed and acknowledged by an authorized officer of the Association and shall be recorded in the office of the Clerk and Recorder of the City and County of Denver, Colorado.

Such lien shall attach from the due date of the assessment. Such lien may be enforced by the foreclosure of the defaulting owner's condominium unit by the Association in like manner as a mortgage on real property upon the recording of a notice or claim thereof. In any such proceedings the owner shall be required to pay the costs, expenses and attorneys' fees incurred for filing the lien, and in the event of foreclosure proceedings, all additional costs, all expenses and reasonable attorneys' fees incurred but not less than the amount recommended by the Bar Association of said County according to the then current published and recommended fee schedule for foreclosure proceedings. The owner of the condominium unit being foreclosed shall be required to pay to the Association the monthly assessment

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for the condominium unit during the period of foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association shall have the power to bid in the condominium unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey, or otherwise deal with the same. Any encumbrancer holding a lien on a condominium unit may pay, but shall not be required to pay, any unpaid common expenses payable with respect to such unit, and upon such payment such encumbrancer shall have a lien on such unit for the amounts paid of the same rank as the lien of his encumbrance without the necessity of having to record a notice or claim of such lien.

The Association shall upon request mail to any mortgagee whose address is on file with the Association notice of any assessments remaining unpaid for longer than 30 days after the same are due.

#### ARTICLE XXIII

##### OWNER'S OBLIGATION FOR PAYMENT OF ASSESSMENTS AND COMMON EXPENSES

The amount of the common expenses assessed against each condominium unit shall be the personal and individual debt of the owner thereof at the time the assessment is made and shall bear interest at the rate of 8% per annum if not paid within 10 days from their respective due dates. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing same. No owner may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his unit.

Upon payment of a reasonable fee not to exceed \$20.00 and upon the written request of any owner or any mortgagee or prospective mortgagee of a condominium unit, the Association shall issue a written statement setting forth the amount of the current monthly assessment and the date that such assessment becomes due, credit for advanced payment or for prepaid items, including, but not limited to, insurance premiums, which statement shall be conclusive upon the Association in favor of all persons who rely thereon in good faith.

The grantee of a condominium unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his proportionate share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Upon payment of a reasonable fee not to exceed \$20.00 and upon written request, any such prospective grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid assessments, if any, with respect to the subject condominium unit, the amount of the current monthly assessment and the date that such assessment becomes due, credit for advanced payments for prepaid items, including, but not limited to, insurance premiums, which shall be conclusive upon the Association. Unless such request for a statement of indebtedness shall be complied with within 20 days after



it is received, then such grantee shall not be liable for, nor shall the condominium unit conveyed be subject to a lien for any unpaid assessments against such condominium unit.

#### ARTICLE XXIV

##### MORTGAGING A CONDOMINIUM UNIT - PRIORITY

Any owner shall have the right from time to time to mortgage or encumber his interest in his condominium unit by deed of trust, mortgage, or other security instrument. A first mortgage shall be one which has first and paramount priority under applicable law. The owner of a condominium unit may create junior mortgages on the following conditions: (1) that any such junior mortgage shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, lien for common expenses, and other obligations created by this declaration and the By-Laws of the Association; (2) that the mortgagee under any junior mortgage shall release, for the purpose of restoration of any improvements upon the mortgaged premises, all of his right, title and interest in and to the proceeds under all insurance policies upon said premises which insurance policies were effected and placed upon the mortgaged premises by the Association. Such release shall be furnished forthwith by a junior mortgagee upon written request of the Association, and if not furnished, may be executed by the Association as attorney-in-fact for such junior mortgagee.

#### ARTICLE XXV

##### DAMAGE, DESTRUCTION AND OBSOLESCENCE

This Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the property upon its damage, destruction, or obsolescence. Title to each condominium unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed from the Declarant or from any subsequent owner shall constitute appointment of the attorney-in-fact herein provided. All of the owners irrevocably constitute and appoint the Association, their true and lawful attorney in their name, place and stead for the purpose of dealing with their property upon its damage, destruction, or obsolescence as is hereafter provided. As attorney-in-fact, the Association, by its President and Secretary, shall have full and complete authorization, right, and power to make, execute and deliver any contract, deed or any other instrument with respect to the interests of condominium unit owners which are necessary and appropriate to exercise the powers herein granted. Repair and construction of the improvements as used in the succeeding subparagraphs means restoring the improvements to substantially the same condition in which they existed prior to the damage, with each unit and the general and limited common elements having substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purpose of repair, restoration, or replacements as is provided hereinafter.

(1) In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if

sufficient to reconstruct the improvements, shall be applied by the Association as attorney-in-fact, to such reconstruction, and the improvements shall be promptly repaired and reconstructed. The Association shall have full authority, right and power, as attorney-in-fact, to cause the repair and restoration of the improvements.

(2) If the insurance proceeds are insufficient to repair and reconstruct the improvements and if such damage is less than 60% of the replacement value of all of the condominium units, 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 an assessment to be made against all of the owners and their condominium units. Such deficiency assessment shall be a common expense and made pro rata according to each owner's percentage interest in the general common elements and shall be due and payable within 30 days after written notice thereof. The Association shall have full authority, right and power, as attorney-in-fact, to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose, notwithstanding the failure of an owner to pay the assessment. The 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 is provided herein. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such deficiency assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association as attorney-in-fact, under the provisions hereof. The proceeds derived from the sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, in the following order: (a) for payment of taxes and special assessment liens in favor of any governmental entity; (b) for payment of the balance of the lien of any first mortgage; (c) for payment of unpaid common expenses; (d) for payment of junior liens and encumbrances in the order of and to the extent of their priority; and (e) the balance remaining, if any, shall be paid to the condominium unit owner.

(3) If destruction or damage of 60% or more of the replacement value of all of the condominium units, and if the owners representing an aggregate ownership interest of 85% or more of the general common elements, do not voluntarily, within 100 days thereafter, make provisions for reconstruction, which plan must have the unanimous approval or consent of every holder of a first mortgage or deed of trust of record 90 days prior to the adoption of the plan, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice given by the Association's President and Secretary, the entire premises 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 Map, the Articles, and the By-Laws. The insurance settlement proceeds shall be divided by the Association according to each condominium unit owner's interest, and such divided proceeds shall be segregated into separate accounts, each such account representing one of the condominium units. Each such account shall be in the name of

the Association, and shall be further identified by the name of the owner. From each separate account the Association, as attorney-in-fact, shall forthwith use and disburse the total amount of each of such accounts, without contribution from one account to another, toward the partial or full payment of the lien of any first mortgage against the condominium unit represented by such separate account. Thereafter, each such account shall be supplemented by the apportioned amount of the proceeds derived from the sale of the entire property. Such apportionment shall be based upon each condominium unit owner's percentage interest in the general common elements. The total funds of each account shall be used and disbursed, without contribution from one account to another, by the Association, as attorney in fact, for the same purposes and in the same order as is provided in paragraph (2) of this Article.

(1) The owners representing an aggregate ownership interest of 85% or more of the general common elements may agree that the condominium units are obsolete and adopt a plan for the renewal and reconstruction, subject to the unanimous approval of all first mortgages and deeds of trust of record 90 days prior to the time of the adoption of such plan. If a plan for the renewal or reconstruction is adopted, notice of such plan executed by the President and Secretary of the Association shall be recorded, and the expense of the renewal and reconstruction shall be payable by all of the owners as common expenses.

(5) The owners representing an aggregate ownership interest of 85% or more of the general common elements may agree that the condominium units are obsolete and that the same should be sold. Such agreed plan shall have the unanimous approval of every holder of a first mortgage or first deed of trust of record 90 days prior to adoption of the plan. In such instance, the Association shall forthwith record a notice of such agreement and upon the recording of such notice by the Association's President and Secretary, the entire premises 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 Map, the Articles and the By-Laws. The sales proceeds shall be apportioned between the owners on the basis of each owner's percentage interest in the general common elements, and such apportioned proceeds shall be segregated 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 unit designation and the name of the owner. From each separate account the Association as attorneys-in-fact shall use and disburse the total amount of each of such accounts, without contribution from one account to another, for the same purposes and in the same order of priority as is provided in paragraph (2) of this Article.

The power of attorney hereinabove referred to shall also apply to the Association's right to maintain, repair and improve all of the buildings and general and limited common elements.

#### ARTICLE XXVI

##### REAL AND PERSONAL PROPERTY FOR COMMON USE

The Association may, pursuant to the Articles and By-Laws, acquire and hold for the use and benefit of all



members of the Association real property and tangible and intangible personal property it deems necessary for recreational maintenance or administrative purposes and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the members of the Association and their interest therein shall be transferable upon the transfer of the member's condominium unit. A voluntary transfer of a condominium unit or an involuntary transfer by operation of law shall vest in the transferee ownership of the transferor's beneficial interest in such real or personal property without any specific reference thereto. Each owner may use such real and personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the other owners.

#### ARTICLE XXVII

##### REGISTRATION BY OWNER OF MAILING ADDRESS

Each owner shall register his mailing address and any changes thereof with the Association, and except for monthly statements and other routine notices, all other notices or demands intended to be served upon an owner shall be sent by registered or certified mail, postage prepaid, addressed in the name of the owner at such registered mailing address. All notices or demands or requests intended to be served upon the Association shall be sent by registered or certified mail, postage prepaid to Zodiac Construction, Ltd., 456 South Ironston, #404, Denver, Colorado, 80012 until such address is changed by a notice of change of address mailed to each condominium owner at such owner's registered mailing address. All such notices, demands, or requests shall be deemed given on the date of mailing.

#### ARTICLE XXVIII

##### PERIOD OF CONDOMINIUM OWNERSHIP

The separate condominium estates created by this Declaration and the Map shall continue until this Declaration is revoked in the manner provided in Article XIV of this Declaration or until termination in the manner provided in Article XXV of this Declaration.

#### ARTICLE XXIX

##### RESTRICTIVE COVENANTS

Subject only to the provisions of Article XII:

(1) The Property and this Condominium Project are hereby restricted to private residential use with associated recreation facilities. All buildings or structures erected upon the Property shall be of new construction. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used or installed on any portion of the premises at any time either temporarily or permanently.

(2) No cats, dogs, birds, reptiles or any other animals of any kind shall be kept in the project without the prior, express written permission of the Association and only in full compliance with the Rules and Regulations.

(3) No advertising signs, billboards, unsightly objects, or nuisances shall be erected, placed, or permitted to remain on the premises nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any condominium unit or any resident thereof.

(4) No clotheslines shall be erected on the Property. All rubbish, trash and debris shall be deposited only in the places provided for that purpose.

(5) No exterior additions, or alterations to any buildings nor changes in fences, hedges, walls, gates, or other structures shall be commenced erected, or maintained until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of same shall have been submitted to and approved in writing as to conformity and harmony of external design and location with existing structures in the Property by an architectural committee composed of the Board of Managers of the Association.

#### ARTICLE XXX

##### DECLARANT'S EXCEPTIONS, EXCLUSIONS AND RESERVATIONS

So long as Declarant owns any interest in the Property, it reserves the right to construct and complete the construction of condominium units, buildings, drives, lanes, roads and all other improvements on said Property, and in connection therewith reserves the right to use and excavate the surface and subsurface of the ground for the erection, construction and installation of said improvements and foundations, footings, floorings, easements and rights of way. Declarant also reserves the right to extend the drives, lanes, roads, easements and rights of way located or to be located on portions of the Property to other portions of the Property. Declarant reserves the right to lease and rent such subsequently constructed condominium units and the right to sell, grant, and convey title to purchasers of such subsequently constructed condominium units and the right to sell, grant, and convey title to purchasers of such subsequently constructed condominium units. Declarant also reserves the right to use and occupy so much of the Property as may be necessary for the construction, reconstruction, maintenance and operation of any of said condominium units, buildings, drives, lanes, roads, easements, rights of way and other improvements, including but not limited to, the right to locate, install, maintain, repair all utilities and utility lines and sewers necessary for such construction, reconstruction, maintenance and operation. The Association reserves the right to grant to the County of Adams easements or rights of way for ingress and egress to permit furnishing of municipal services and the right to convey or relinquish control to proper municipal authorities of all sewer mains, water mains and pipelines together with suitable easements or rights of way over the Property for the continued maintenance,



repair, replacement and operation thereof and to enter into such agreements, filings or plattings with the County of Adams in the nature of a planned unit development project or otherwise as the County may require or amendments or changes therein in connection with the construction of this Condominium Project.

## ARTICLE XXXI

GENERAL

(1) If any of the provisions of this Declaration or any article, paragraph, sentence, clause, phrase, or word, or the application thereof in any circumstances be invalid, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby.

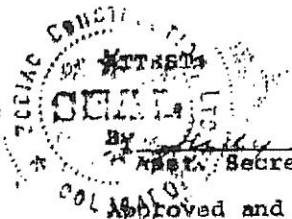
(2) The provisions of this Declaration shall be in addition and supplemental to the Condominium Ownership Act of the State of Colorado and to all other provisions of law which shall control except as modified herein.

(3) In the event there shall be any conflict between the provisions of this Declaration and the By-Laws or rules and regulations of the Association, the provisions of this Declaration shall be deemed controlling.

(4) Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

DATED this 20th day of February, 1973.

ZODIAC CONSTRUCTION, LTD.



By [Signature]  
Secretary

By [Signature]  
President

Approved and Accepted:

COLORADO FEDERAL SAVINGS AND LOAN ASSOCIATION

By [Signature]

EXHIBIT A

<u>BUILDING NUMBER</u>	<u>UNIT NUMBER</u>	<u>APPURTENANT UNDIVIDED FRACTIONAL INTEREST</u>
6905	1	1/40
	2	1/40
	3	1/40
	4	1/40
6910	1	1/40
	2	1/40
	3	1/40
	4	1/40
6920	1	1/40
	2	1/40
	3	1/40
	4	1/40
6925	1	1/40
	2	1/40
	3	1/40
	4	1/40
6950	1	1/40
	2	1/40
	3	1/40
	4	1/40
6955	1	1/40
	2	1/40
	3	1/40
	4	1/40
6970	1	1/40
	2	1/40
	3	1/40
	4	1/40
6975	1	1/40
	2	1/40
	3	1/40
	4	1/40
6990	1	1/40
	2	1/40
	3	1/40
	4	1/40
6995	1	1/40
	2	1/40
	3	1/40
	4	1/40

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## CONDOMINIUM DECLARATION

- ARTICLE I - Definitions
- ARTICLE II - Condominium Map
- ARTICLE III - Limited Common Elements
- ARTICLE IV - Division of Property into Condominium Units
- ARTICLE V - Garage Spaces and Parking Spaces
- ARTICLE VI - Inseparability of a Condominium Unit
- ARTICLE VII - Non-Partitionability of General Common Elements
- ARTICLE VIII - Description of Condominium Unit
- ARTICLE IX - Ownership and Title
- ARTICLE X - Separate Assessment and Taxation
- ARTICLE XI - Use of Common Elements
- ARTICLE XII - Use and Occupancy During Construction and Sales Period
- ARTICLE XIII - Easements for Encroachments
- ARTICLE XIV - Termination of Mechanic's Lien Rights
- ARTICLE XV - Administration and Management
- ARTICLE XVI - Reservation for Access Maintenance, Repair and Emergencies
- ARTICLE XVII - Owner's Responsibility to Maintain his Unit
- ARTICLE XVIII - Compliance with Declaration, By-Laws of Association
- ARTICLE XIX - Revocation and Amendment
- ARTICLE XX - Assessment for Common Expenses
- ARTICLE XXI - Insurance
- ARTICLE XXII - Lien for Nonpayment of Common Expenses
- ARTICLE XXIII - Owner's Obligation for Payment of Assessments and Common Expenses
- ARTICLE XXIV - Mortgaging a Condominium Unit - Priority
- ARTICLE XXV - Damage, Destruction and Obsolescence
- ARTICLE XXVI - Real and Personal Property for Common Use
- ARTICLE XXVII - Registration by Owner of Mailing Address
- ARTICLE XXVIII - Period of Condominium Ownership
- ARTICLE XXIX - Restrictive Covenants
- ARTICLE XXX - Declarant's Exceptions, Exclusions & Reservations
- ARTICLE XXXI - General