

ARTICLES OF INCORPORATION  
OF  
THE PLAZA De MONACO TOWERS CONDOMINIUMS ASSOCIATION, INC.

For the purpose of forming a nonprofit corporation pursuant to the provisions of the Colorado Nonprofit Corporation Act, the undersigned hereby has made, signed and acknowledged the following articles:

ARTICLE I

Name

The name of the corporation shall be: THE PLAZA De MONACO TOWERS CONDOMINIUMS ASSOCIATION, INC.

ARTICLE II

Duration

The period of duration of this corporation shall be perpetual.

ARTICLE III

Purposes

The business, objectives and purposes for which the corporation is formed are as follows:

A. To be and constitute the Association to which reference is made in the Declaration of Covenants, Conditions and Restrictions of The Plaza De Monaco Towers Condominiums, Phase No. 1, (herein sometimes called the "Declaration") recorded or which will be recorded in the office of the Clerk and Recorder of the City and County of Denver, State of Colorado, relating to a condominium ownership project described therein, (herein sometimes called the "Condominium Project") in the City and County of Denver, State of Colorado and to perform all obligations and duties of the Association and to exercise all rights and powers of the Association, as specified therein.

B. To provide an entity for the furtherance of the interests of the Owners in the Condominium Project.

ARTICLE IV

Powers

In furtherance of its purposes, but not otherwise, the corporation shall have the following powers:

A. All of the powers conferred upon nonprofit corporations by the common law and the statutes of the State of Colorado in effect from time to time.

B. All of the powers necessary or desirable to perform the obligations and duties and exercise the rights and powers of the Association under the Declaration (terms which are defined in the Declaration shall have the same meanings herein unless otherwise defined herein), including, without limitation, the following powers:

1. to make and collect assessments against Owners for the purpose of paying the costs, expenses and any losses of the corporation, or of exercising its powers or of performing its functions;

2. to manage, control, operate, maintain, repair and improve the General Common Elements in the Condominium Project;

3. to enforce covenants, restrictions and conditions affecting the Condominium Project to the extent this corporation may be authorized under any such covenants, restrictions or conditions and to make and enforce rules and regulations for use of property in the Condominium Project;

4. to engage in activities which will actively foster, promote and advance the common ownership interests of the Owners;

5. subject to the Declaration and Bylaws of this corporation, (herein sometimes called the "Bylaws") to buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate and otherwise deal with and in, real, personal and mixed property of all kinds, and any right or interest therein, for any purpose of this corporation;

6. to borrow money and secure the repayment of monies borrowed for any purpose of this corporation, limited in amount or in other respects as may be provided in the Bylaws or in the Declaration;

7. to enter into, make, perform or enforce contracts of every kind and description, including, without limitation, a contract for management services, and to do all other acts necessary, appropriate or advisable in carrying out any purpose of this corporation, with or in association with any person, firm, association, corporation or other entity or agency, public or private;

8. to act as agent, trustee or other representative of other corporations, firms and individuals and as such to advance the business or ownership interests of such corporations, firms or individuals; and

9. to adopt, alter, and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of this corporation, provided, however, that such Bylaws may not be inconsistent with or contrary to any provisions of these Articles of Incorporation or the Declaration.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article IV are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this Article IV.

#### ARTICLE V

##### Memberships

This corporation shall be a membership corporation without certificates or shares of stock. There shall be one class of membership, and there shall be one membership in the corporation for each Owner.

All members shall be entitled to vote on all matters, with one vote per Condominium Unit. Cumulative voting is prohibited. If title to any Condominium Unit shall be held by two or more Persons, then each such Person shall be a member of this corporation, provided however, that the voting rights of such Owners shall not be divided but shall be exercised as if the Owner consisted of only one Person in accordance with the proxy or other designation made by the Persons constituting such Owner. The Declarant may exercise the voting rights with respect to Condominium Units owned by it. In no instance shall any Condominium Unit have more than one vote on any question or issue. No Person other than an Owner may be a regular member of the corporation.

A membership in the corporation and the share of a member in the assets of the corporation shall not be assigned, encumbered or transferred in any manner except as an appurtenance to transfer of title to the Condominium Unit to which the membership pertains, provided, however, that the rights of membership may be assigned to the holder of a first Mortgage as further security for a loan secured by a lien on such Condominium Unit.

A transfer of membership shall occur automatically upon the transfer of title to the Condominium Unit to which the membership pertains, provided, however, that the Bylaws of the corporation may contain reasonable provisions and requirements with respect to recording such transfers on the books and records of the corporation.

The corporation may suspend the voting rights of a member for failure to pay any assessment or for failure to otherwise comply with the rules and regulations or the Bylaws of the corporation or with any other obligations of the Owners under the Declaration, or agreement(s) created pursuant thereto.

The Bylaws may contain provisions, not inconsistent with the foregoing, setting forth the rights, privileges, duties and responsibilities of the members.

## ARTICLE VI

### Board of Directors

The business and affairs of the corporation shall be conducted, managed and controlled by a Board of Directors.

The Board of Directors shall consist of not less than three nor more than nine members, the specified number to be set forth from time to time in the Bylaws. In the absence of any provision in the Bylaws, the Board shall consist of three members. In all events, however, the terms of at least one-third of the members of the Board shall expire annually.

Members of the Board of Directors shall be elected in the manner determined by the Bylaws. All persons comprising the Board of Directors shall be Owners, except as provided herein, in the Declaration or Bylaws.

Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in the Bylaws.

The initial Board of Directors shall consist of three persons and the names, addresses and terms of the members of the initial Board of Directors who shall serve until their successors are duly elected and qualified, are as follows:

<u>Name</u>	<u>Address</u>	<u>Term</u>
Judy Fabry	50 South Steele Street Suite 500 Denver, Colorado 80209	one year
A. J. Dietsch	50 South Steele Street Suite 500 Denver, Colorado 80209	two years
Charles P. Woods	50 South Steele Street Suite 500 Denver, Colorado 80209	three years

Any vacancies in the Board of Directors occurring before the first election of directors by Owners shall be filled by the remaining directors.

Notwithstanding anything to the contrary provided for herein, however, until the Declarant has conveyed 100% of the Condominium Units in the Condominium Project or December 31, 1984, whichever first occurs, the members of the Board of Directors shall be appointed by Declarant, its successors or assigns, unless such right is relinquished earlier.

#### ARTICLE VII

##### Officers

The Board of Directors may appoint a President, one or more Vice Presidents, a Secretary, a Treasurer, and such other officers as the Board, in accordance with the provisions of the Bylaws, believes will be in the best interests of the corporation. The officers shall have such duties as may be prescribed in the Bylaws and shall serve at the pleasure of the Board of Directors.

#### ARTICLE VIII

##### Conveyances and Encumbrances

Subject to any restrictions set forth herein, in the Bylaws or in the Declaration, corporate property may be conveyed or encumbered by authority of the corporation and the Board of Directors. Conveyances or encumbrances shall be by instrument executed by the President or a Vice President and by the Secretary or the Treasurer or an Assistant Secretary or Assistant Treasurer or executed by such other person or persons to whom such authority may be delegated by the Board.

#### ARTICLE IX

##### Initial Registered Office and Agent

The initial registered office of the corporation shall be 410 Seventeenth Street, Suite 1880, Denver, Colorado 80202. The initial registered agent at such office shall be James S. Mandel.

#### ARTICLE X

##### Incorporation

The incorporator of this corporation and his address is as follows:

Name

Charles P. Woods

Address

50 South Steele Street  
Suite 500  
Denver, Colorado 80209

ARTICLE XI

Dissolution

In the event of the dissolution of this corporation, either voluntarily by the members hereof, by operation of law, or otherwise, then the assets of this corporation shall be deemed to be owned by the members at the date of dissolution in proportion to each member's ownership of the General Common Elements of the Condominium Project.

ARTICLE XII

Amendments

Amendments to these Articles of Incorporation shall be adopted, if at all, in the manner as set forth in the Colorado Nonprofit Corporation Act, provided, however, that no amendment to the Articles of Incorporation shall be contrary to or inconsistent with any provision of the Declaration.

Executed this 13th day of May, 1980.

  
Charles P. Woods

STATE OF COLORADO )

)SS.

CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 13th day of May, 1980, by Charles P. Woods.

WITNESS my hand and official seal.

My commission expires: March 15, 1984.

  
Notary Public

# STATE OF COLORADO



DEPARTMENT OF  
STATE

## CERTIFICATE

*I, MARY ESTILL BUCHANAN, Secretary of State of the State of Colorado hereby certify that the prerequisites for the issuance of this certificate have been fulfilled in compliance with law and are found to conform to law.*

*Accordingly, the undersigned, by virtue of the authority vested in me by law, hereby issues* A CERTIFICATE OF INCORPORATION

TO THE PLAZA DE MONACO TOWERS CONDOMINIUMS ASSOCIATION, INC., A NONPROFIT CORPORATION.



DATED: MAY 14, 1980

*Mary Estill Buchanan*  
\_\_\_\_\_  
SECRETARY OF STATE

Nebil Zarif

STATE OF Colorado )  
COUNTY OF Denver ) SS.

The foregoing instrument was acknowledged before me  
this 13th day of August, 1980 by Nebil Zarif.

WITNESS my hand and official seal.

My commission expires: March 15, 1984.

Constance M Butler  
Notary Public

F.J. SEEDER  
COUNTY CLERK  
DENVER, COLORADO

1110 76

RECORDED 1 11 76

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE PLAZA De MONACO TOWERS CONDOMINIUMS, PHASE NO. 1  
A  
CONDOMINIUM PROJECT  
LOCATED IN THE  
CITY OF DENVER  
COUNTY OF DENVER  
STATE OF COLORADO

1110 76



INDEX

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF  
THE PLAZA De MONACO TOWERS CONDOMINIUMS, PHASE NO. 1

<u>PARAGRAPH NO.</u>	<u>TITLE</u>	<u>PAGE NO.</u>
1.	DEFINITIONS	1
(a)	UNIT	1
(b)	OWNER	2
(c)	GENERAL COMMON ELEMENTS	2
(d)	ASSOCIATION	3
(e)	BUILDING	3
(f)	COMMON EXPENSES	3
(g)	LIMITED COMMON ELEMENTS	3
(h)	PERSON	3
(i)	MORTGAGE, MORTGAGEE	3
(j)	CONDOMINIUM UNIT	3
(k)	PROJECT	3
(l)	BOARD OF DIRECTORS, BOARD	3
(m)	MANAGING AGENT	3
(n)	BYLAWS	3
(o)	ARTICLES	4
(p)	GUEST	4
(q)	COMMON ELEMENTS	4
(r)	DECLARANT	4
(s)	CONDOMINIUM PROJECT	4
(t)	DECLARATION	4
2.	MAP	4
3.	DIVISION INTO UNITS	5
4.	RIGHT TO COMBINE UNITS	5
5.	LIMITED COMMON ELEMENTS	5
6.	INSEPARABILITY OF A CONDOMINIUM UNIT	5
7.	DESCRIPTION OF CONDOMINIUM UNIT	5

<u>PARAGRAPH NO.</u>	<u>TITLE</u>	<u>PAGE NO.</u>
8.	NO PARTITION	6
9.	SEPARATE TAXATION	6
10.	TITLE	7
11.	CERTAIN WORK PROHIBITED	7
12.	LIENS AGAINST CONDOMINIUM UNITS -- REMOVAL FROM LIEN -- EFFECT OF PART PAYMENT	7
13.	USE AND OCCUPANCY OF UNITS	8
14.	USE OF GENERAL AND LIMITED COMMON ELEMENTS	8
15.	VARIOUS RIGHTS AND EASEMENTS	8
(a)	OWNER'S RIGHTS IN LIMITED COMMON ELEMENTS	8
(b)	ASSOCIATION RIGHTS	8
(c)	OWNERS' EASEMENTS FOR ACCESS, SUPPORT AND UTILITIES	8
(d)	EASEMENTS FOR ENCROACHMENTS	9
(e)	EASEMENTS IN UNITS FOR REPAIR, MAINTENANCE AND EMERGENCIES	9
(f)	EASEMENTS DEEMED APPURTENANT	9
(g)	EMERGENCY EASEMENT	9
16.	OWNERS' MAINTENANCE RESPONSIBILITY	10
17.	COMPLIANCE WITH PROVISIONS OF DECLARATION, ARTICLES AND BYLAWS OF THE ASSOCIATION	10
18.	THE ASSOCIATION	10
(a)	GENERAL PURPOSES AND POWERS	10
(b)	MEMBERSHIP	11
(c)	BOARD OF DIRECTORS	11
(d)	VOTING OF OWNERS	11
(e)	BYLAWS AND ARTICLES	11
19.	CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION	11
(a)	ASSOCIATION AS ATTORNEY- IN-FACT FOR OWNERS	11
(b)	GENERAL COMMON ELEMENTS	12
(c)	OTHER ASSOCIATION FUNCTIONS	12

<u>PARAGRAPH NO.</u>	<u>TITLE</u>	<u>PAGE NO.</u>
(d)	LABOR AND SERVICES	12
(e)	PROPERTY OF ASSOCIATION	12
(f)	ASSOCIATION RIGHT TO LEASE AND LICENSE GENERAL COMMON ELEMENTS	13
(g)	MORTGAGEE NOTIFICATION	13
(h)	ENFORCEMENT BY ASSOCIATION	13
(i)	CERTIFICATE	13
(j)	IMPLIED RIGHTS	13
20.	ASSESSMENT FOR COMMON EXPENSES	14
21.	ASSESSMENT RESERVES	15
22.	ADDITIONS, ALTERATIONS AND IMPROVEMENTS - GENERAL AND LIMITED COMMON ELEMENTS	15
23.	INSURANCE	15
24.	LIEN FOR NON-PAYMENT OF COMMON EXPENSES	18
25.	OWNERS' OBLIGATIONS FOR PAYMENT OF ASSESSMENTS	19
26.	LIABILITY FOR COMMON EXPENSES UPON TRANSFER OF CONDOMINIUM UNIT IS JOINT	19
27.	MORTGAGING A CONDOMINIUM UNIT -- PRIORITY	20
28.	RESTRICTIVE COVENANTS AND OBLIGATIONS	20
(a)	NO IMPERILING OF INSURANCE	20
(b)	NO VIOLATION OF LAW	20
(c)	NO NOXIOUS, OFFENSIVE, HAZARDOUS OR ANNOYING ACTIVITIES	20
(d)	NO UNSIGHTLINESS	21
(e)	RESTRICTION ON ANIMALS	21
(f)	RESTRICTION ON SIGNS	21
(g)	NO VIOLATION OF RULES	21
(h)	OWNER CAUSED DAMAGES	21
(i)	LEASING OF A CONDOMINIUM UNIT	21
(j)	PARKING OF VEHICLES	22
(k)	RESTRICTIONS ON PARKING AND STORAGE	22

<u>PARAGRAPH NO.</u>	<u>TITLE</u>	<u>PAGE NO.</u>
29.	ASSOCIATION AS ATTORNEY- IN-FACT - DAMAGE AND DESTRUCTION - OBSOLESCENCE	22
30.	CONDEMNATION	26
(a)	CONSEQUENCES OF CONDEMNATION	26
(b)	PROCEEDS	26
(c)	COMPLETE TAKING	26
(d)	PARTIAL TAKING	26
(e)	DISTRIBUTION	27
(f)	MORTGAGEE NOTICE	27
(g)	REORGANIZATION	27
31.	MISCELLANEOUS	27
(a)	DURATION OF DECLARATION	27
(b)	AMENDMENT AND TERMINATION	27
(c)	EFFECT OF PROVISIONS OF DECLARATION	28
(d)	PROTECTION OF ENCUMBRANCER	28
(e)	SUPPLEMENTAL TO LAW	29
(f)	NUMBERS AND GENDERS	29
(g)	REGISTRATION BY OWNER OF MAILING ADDRESS	29
(h)	SUCCESSORS AND ASSIGNS	29
(i)	SEVERABILITY	29
(j)	CAPTIONS	29
(k)	NO WAIVER	30
(l)	SALES AND CONSTRUCTION FACILITIES AND ACTIVITIES OF DECLARANT	30
32.	RECREATIONAL FACILITIES	30
33.	RESERVATION TO ENLARGE AND SUPPLEMENT THE CONDO- MINIUM PROJECT	30
EXHIBIT 1	LEGAL DESCRIPTION	
EXHIBIT 2	UNDIVIDED INTEREST IN THE GENERAL COMMON ELEMENTS	
EXHIBIT 3		

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF

THE PLAZA De MONACO TOWERS CONDOMINIUMS, PHASE NO. 1

THIS DECLARATION is made and entered into by Plaza Associates, Ltd., a Colorado limited partnership, hereinafter referred to as the "Declarant";

W I T N E S S E T H :

WHEREAS, Declarant is the owner of the real property situate in the City and County of Denver, State of Colorado which is described on Exhibit 1 attached hereto and incorporated herein by reference, hereinafter referred to as the "Property"; and,

WHEREAS, there presently exists on the Property a one-building apartment complex which consists of a total of 67 separately designated rental units; and

WHEREAS, Declarant desires to convert said complex into a condominium and to establish a condominium project under the Condominium Ownership Act of the State of Colorado, to-wit: Colo. Rev. Stat. Ann. § 38-33-101, et. seq. (1973, as amended); and

WHEREAS, Declarant intends to enlarge this condominium project by submitting to it additional lands with an additional Building containing additional Units, as hereinafter defined; and

WHEREAS, Declarant does hereby establish a plan for the separate fee simple ownership of real property estates consisting of the Units, as hereinafter defined, in the building improvements on the Property and the co-ownership by the individual and the separate owners thereof, as tenants in common, of all of the remaining portions of the Property, which is hereinafter defined and referred to as the General Common Elements.

NOW, THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, reservations, limitations and obligations shall be deemed to run with the land encompassing the Property and shall be a burden and a benefit to Declarant, its grantees, successors and assigns, and any person acquiring or owning an interest in the real property and improvements thereon which is subject to this Declaration, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. Definitions. As used in this Declaration, unless the context otherwise requires, the terms hereinafter set forth shall have the following meanings:

(a) "Unit" means an individual air space which is contained in an enclosed room or rooms occupying all or part of a floor or floors in a Building, as hereinafter defined. Each Unit is shown on the Map, as hereinafter defined, and is identified thereon with a number. The exact boundaries of a Unit are the interior unfinished surfaces of such walls, floors and ceilings which mark the perimeter boundaries thereof and where found along such walls, floors and ceilings the interior surfaces of built-in fireplaces with their flues in their closed position and windows and doors in their closed position; and

the Unit includes both the portions of the Building so described, the air space so encompassed and together with all fixtures and improvements therein contained but not any General Common Elements which may be within a Unit.

(b) "Owner" means the Person or Persons, as hereinafter defined, owning a Unit in fee simple together with an undivided interest in fee simple in the General Common Elements in the percentage specified and established in this Declaration, including the Declarant so long as any Condominium Unit, as hereinafter defined, remains unsold.

(c) "General Common Elements" means all of the Project, as hereinafter defined, except the portions thereof which constitute Units, and also means all parts of a Building or any facilities, improvements and fixtures which may be within a Unit which are or may be necessary or convenient to the support, existence, use, occupation, operation, maintenance, repair or safety of a Building or any part thereof or any other Unit therein.

Without limiting the generality of the foregoing, the following shall constitute General Common Elements:

(i) all of the land and easements which are part of the Property and all swimming pools, tennis courts and related facilities and recreational facilities and buildings which may be located on the Property;

(ii) all foundations, columns, girders, beams and supports of a Building;

(iii) all deck or yard areas, porches, storage lockers or areas, balconies, patios, fireplaces, doors, windows, carports and parking spaces (subject to specific assignment for individual Owner use as Limited Common Elements, as hereinafter defined and provided);

(iv) the exterior walls of a Building, the main or bearing walls within a Building, the main or bearing subflooring and the roofs of a Building;

(v) all entrances, exits, vestibules, halls, corridors, lobbies, lounges, linen rooms, laundry rooms, locker rooms, shower and dressing rooms, kitchen facilities, exercise rooms, saunas, whirlpools, steam baths, stairs, stairways and fire escapes, if any, not within any Unit;

(vi) all offices (except as otherwise provided herein), utility, service and maintenance rooms, space, fixtures, apparatus, installations and central facilities for power, light, gas, telephone, television, hot water, cold water, heating, refrigeration, air conditioning, trash, incineration, or similar utility, service or maintenance purposes, including furnaces, tanks, pumps, motors, fans, compressors, flues, vents, similar fixtures, apparatus, installations and facilities; and

(vii) all other parts of the Project necessary in common use or convenient to its existence, maintenance and safety.

(d) "Association" means The Plaza de Monaco Towers Condominiums Association, Inc., a Colorado nonprofit corporation, its successors and assigns, the Articles and Bylaws of which, as hereinafter defined, along with this Declaration, shall govern the administration of the Condominium Project; the members of which shall be all of the Owners.

(e) "Building" means one or more of the building improvements erected within the Condominium Project.

(f) "Common Expenses" means and includes:

(i) all sums lawfully assessed against the Owners by the Board, as hereinafter defined;

(ii) expenses of administration, maintenance, repair or replacement of the Common Elements, as hereinafter defined;

(iii) expenses declared Common Expenses by provisions of this Declaration and the Bylaws; and

(iv) expenses agreed upon as Common Expenses by a vote of the Owners representing an aggregate ownership interest of at least fifty-one percent of the General Common Elements in the Condominium Project.

(g) "Limited Common Elements" means those General Common Elements which are reserved for the use of certain Owners to the exclusion of the others, including but not limited to, certain balconies, porches, patios, fireplaces, deck or yard areas, carports, parking spaces and storage lockers.

(h) "Person" means an individual, corporation, partnership, combination, association, trustee or any other legal entity.

(i) "Mortgage" means and includes any mortgage, deed of trust or other assignment or security instrument creating a lien on any Condominium Unit, and "Mortgagee" shall include any grantee, beneficiary or assignee of a Mortgage.

(j) "Condominium Unit" means the fee simple interest and title in and to a Unit, together with the undivided interest in the General Common Elements appurtenant to such Unit and all other rights and burdens created by this Declaration.

(k) "Project" means all of the Property, Condominium Units, Buildings and improvements submitted to this Declaration.

(l) "Board of Directors" or "Board" means the governing body of the Association.

(m) "Managing Agent" means the Person employed by the Board to perform the management and operational functions of the Project.

(n) "Bylaws" means the bylaws of the Association.

(o) "Articles" means the articles of incorporation of the Association.

(p) "Guest" means any agent, employee, tenant, guest, licensee or invitee of an Owner.

(q) "Common Elements" means the General Common Elements and the Limited Common Elements.

(r) "Declarant" means the Declarant named herein and such successor or successors as may be designated hereafter by Declarant by written notice duly recorded.

(s) "Condominium Project" means the Project and all land and improvements subsequently submitted to this Declaration as is hereinafter provided.

(t) "Declaration" means this Declaration together with any supplement or amendment hereto recorded in the office of the Clerk and Recorder of the City and County of Denver, Colorado.

2. Map. There shall be filed for record in the City and County of Denver, Colorado, a map, hereinafter referred to as the "Map," which Map may be filed in whole or in part, depicting thereon:

(a) The legal description of the Property and a survey thereof;

(b) The linear measurements and location, with reference to the exterior boundaries of said land, of the Building(s) and all improvements built on said land;

(c) Floor plans and elevation plans of the Building(s) showing the location, the designation and the linear dimensions of each Unit, and the designation of all of the Limited Common Elements;

(d) The elevations of the unfinished interior surfaces of the floors and ceilings as established from a datum plan, and the linear measurements showing the thickness of the perimeter and common walls of the Building.

The Map, and any supplement(s) thereto, shall contain a statement of an architect, engineer or registered land surveyor certifying that the Map fully and accurately depicts the layout, measurements and location of all of the Building(s) and improvements, the Unit designations, the dimensions of such Units and the elevations of the floors and ceilings. Declarant hereby reserves unto itself and the Board, the right, from time to time, without the consent of any Owner being required, to amend the Map and supplement(s) thereto, to conform the Map to the actual location of any of the constructed improvements, to establish, vacate and relocate utility easements, access road easements and carports or parking spaces, and to establish certain General Common Elements as Limited Common Elements.

In interpreting any and all provisions of this Declaration or the Bylaws, subsequent to deeds to and/or Mortgages of Condominium Units, the actual location of a Unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered, notwithstanding any minor deviations from the location of such Unit indicated on the Map.



3. Division Into Units. Declarant does hereby submit the Project to condominium ownership pursuant to the Colorado Condominium Ownership Act and the Project is hereby divided into 67 Condominium Units, each consisting of a separate fee simple estate in a particular Unit, and an appurtenant undivided fee simple interest in the General Common Elements. The undivided interest in the General Common Elements appurtenant to a particular Unit is as is set forth on Exhibit 2 attached hereto and incorporated herein by reference.

4. Right to Combine Units. Declarant hereby reserves the right to physically combine the area or space of one Unit with the area or space of one or more adjoining Units; provided, however, that Declarant shall not exercise said right without the written consent of any first Mortgagee having an interest in said Units. In the event of any such physical combining of Units to create a combined Unit, such combined Unit shall also include the combining of the fixtures and improvements and of the undivided interests in Common Elements appurtenant to the Units so combined. Declarant hereby reserves the right to designate and convey to any purchaser of any such combined Unit, as additional Limited Common Elements appurtenant thereto, any walls, floors or other structural separations between the Units so combined, or any space which would be occupied by such structural separations but for the combination of such Units; provided, however, that such walls, floors or other structural separations or such space shall automatically become General Common Elements if the combined Units become subject to separate ownership in the future. This reserved right in Declarant shall terminate upon the sale of all of the Condominium Units within the Project to third party purchasers or December 31, 1984, whichever event first occurs.

5. Limited Common Elements. Subject to the definition thereof, the Limited Common Elements shall be identified herein or on the Map and designated as appurtenant to a particular Condominium Unit herein or on the Map or in a deed from the Declarant. Any door, window, balcony, porch, patio or fireplace which is accessible from, associated with and/or which adjoin(s) a Unit and deck or yard areas, carports, parking spaces and storage lockers identified as Limited Common Elements on the Map and designated as appurtenant to a particular Condominium Unit, shall, without further reference thereto, be used in connection with the Unit to which it is appurtenant to the exclusion of the use thereof by the other Owners, except by invitation.

6. Inseparability of a Condominium Unit. An Owner's undivided interest in the General Common Elements and in any appurtenant Limited Common Elements shall not be separated from the Unit to which they are appurtenant and shall be deemed to be conveyed or encumbered with the Unit even though the interest is not expressly mentioned or described in a deed or other instrument.

7. Description of Condominium Unit.

(a) Every contract for the sale of a Condominium Unit written prior to the filing for record of the Map and this Declaration may legally describe a Condominium Unit by its identifying Condominium Unit (and Building, if appropriate) designation followed by the words "The Plaza de Monaco Towers Condominiums, Phase No. 1" with further reference to the Map thereof to be filed for record and this Declaration to be recorded and with further reference to the parking space(s) and

storage locker(s) appurtenant to such Condominium Unit. Upon recordation of the Map and this Declaration in the records of the Clerk and Recorder of the City and County of Denver, Colorado, such description shall be conclusively presumed to relate to the therein described Condominium Units.

(b) Every deed, lease, Mortgage, will or other instrument shall legally describe a Condominium Unit by its identifying Condominium Unit number (and Building designation, if appropriate) followed by the words "The Plaza de Monaco Towers Condominiums, Phase No. 1, in accordance with and subject to the Declaration of Covenants, Conditions and Restrictions of The Plaza de Monaco Towers Condominiums, Phase No. 1, recorded on \_\_\_\_\_, 19\_\_\_\_, in Book \_\_\_\_\_ at Page \_\_\_\_\_, (Reception No. \_\_\_\_\_), and Map recorded on \_\_\_\_\_, 19\_\_\_\_, in Book \_\_\_\_\_, at Page \_\_\_\_\_, City and County of Denver, Colorado records, together with the right to the exclusive use of parking space(s) no. \_\_\_\_\_ and storage locker(s) no. \_\_\_\_\_." Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect not only the Unit, but also, the General Common Elements and the right to the use of the Limited Common Elements appurtenant thereto. Each such description shall be construed to include: a non-exclusive easement for ingress and egress throughout and for use of the General Common Elements which are not Limited Common Elements; the right to the exclusive use of the appurtenant Limited Common Elements; and the other easements, obligations, limitations, rights, encumbrances, covenants, conditions and restrictions created in this Declaration. The undivided interest in the General Common Elements appurtenant to any Condominium Unit shall be deemed conveyed or encumbered with that Condominium Unit, even though the legal description in the instrument conveying or encumbering said Condominium Unit may only refer to the title to that Condominium Unit.

(c) The reference to the Map and Declaration in any instrument shall be deemed to include any supplement(s) or amendment(s) to the Map or Declaration, without specific reference(s) thereto.

8. No Partition. The General Common Elements shall remain undivided, and no Owner or any other Person shall bring any action for partition or division of the General Common Elements. Similarly, no action shall be brought for partition of a Unit or a Condominium Unit between or among the Owners thereof. Each Owner hereby expressly waives any and all such rights of partition he may have by virtue of his ownership of a Condominium Unit.

9. Separate Taxation. Each Condominium Unit shall be deemed to be a parcel and shall be subject to separate assessment and taxation by each assessing unit and special district for all types of taxes authorized by law, including ad valorem levies and special assessments. Neither the Building(s), the Property nor any use of the Common Elements shall be deemed to be a parcel. The lien for taxes assessed to any Condominium Unit shall be confined to that Condominium Unit. 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. In the event that such taxes or assessments for any year are not separately assessed to each Owner, but rather are assessed on the Property as a whole, then each Owner shall pay his proportionate share thereof in accordance with his ownership interest in the General Common Elements, and, in said event, such taxes or assessments shall be a Common Expense. Without limiting the authority of the Board provided for elsewhere herein, the Board shall

have the authority to collect from the Owners their proportionate share of taxes or assessments for any year in which taxes are assessed on the Property as a whole.

10. 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.

11. Certain Work Prohibited. No Owner shall undertake any work in his Unit which would jeopardize the soundness or safety of the Project, reduce the value thereof or impair an easement or hereditament thereon or thereto, nor shall any Owner enclose, by means of screening or otherwise, any balcony, yard, deck, patio or porch which is accessible from, associated with and which adjoins a Unit, without having first obtained the prior written approval of the Board (which approval may be withheld for any reason) for such enclosure and with respect to the materials, plans and specifications for such enclosure. Structural alterations shall not be made by an Owner to the exterior portions of his Unit or to the Building(s) or in the water, gas or steam pipes, electric conduits, plumbing or other fixtures connected therewith, nor shall an Owner remove any additions, improvements or fixtures from the Building(s) without the prior written approval of the Board (which approval may be withheld for any reason) first having been obtained.

12. Liens Against Condominium Units -- Removal From Lien -- Effect of Part Payment.

(a) No labor performed or materials furnished, with the consent or at the request of an Owner of a particular Condominium Unit, or his agent, shall be the basis for the filing of a lien pursuant to law against the Condominium Unit or other property of another Owner not expressly consenting to or requesting the same, except that express consent shall be deemed to be given by the Owner of any Condominium Unit to the Managing Agent or the Board in the case of emergency repairs. Labor performed or materials furnished for the General Common Elements, if duly authorized by the Managing Agent or the Board of Directors in accordance with the Declaration or Bylaws, shall be deemed to be performed or furnished with the express consent of each Owner and shall be the basis for the filing of a lien pursuant to law against each of the Condominium Units in the Project.

(b) In the event a lien is effected against two or more Condominium Units, the Owners of the separate Condominium Units may remove their Condominium Units from said lien by payment of the fractional or proportional amount attributable to each of the Condominium Units affected. Individual payment shall be computed by reference to the percentages appearing in this Declaration. Subsequent to payment, discharge or other satisfaction, the Condominium Unit shall be released from the lien paid, satisfied or discharged. Partial payment, satisfaction or discharge shall not prevent the lienor from proceeding to enforce his rights against any Condominium Unit not so released or discharged.

(c) Each Owner shall indemnify and hold each of the other Owners harmless from and against liability or loss arising from the claim of any lien against the Condominium Unit of the Owner, or any part thereof, for labor performed or for materials furnished in work on such Owner's Condominium Unit. At the written request of any Owner, the Association shall enforce such indemnity by collecting from the Owner of the Condominium

Unit on which the labor was performed or materials furnished the amount necessary to discharge any such lien and all costs incidental thereto, including reasonable attorney's fees. If not promptly paid, the Association may proceed to collect the same in the manner provided herein for collection of assessments for the purpose of discharging the lien.

13. Use and Occupancy of Units. Each Owner shall be entitled to the exclusive ownership and possession of his Unit. Each Unit shall be used for residential purposes only, and no Unit shall be occupied for living or sleeping purposes by more persons than it was designed to accommodate safely. For the purposes of the foregoing sentence, each Unit shall be deemed to have been designed to accommodate safely a maximum of two permanent occupants per bedroom. No Unit shall be used at any time for any business or commercial activity, except as follows: (i) the Owner thereof may lease or rent such Unit for private residential or living purposes (subject to Paragraph 28(i) hereafter); (ii) Declarant or its nominee or agents may use any Unit(s) as a model or sales unit until all Condominium Units owned by Declarant are sold; and (iii) the Association shall have the right, but not the obligation, to purchase, own, or lease any Condominium Unit for a manager's residence or office, or building superintendant or engineer, and the Association may also maintain offices, within the General Common Elements.

14. Use of General and Limited Common Elements. Each Owner may use the General Common Elements and his appurtenant Limited Common Elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners. The Association and/or the Board may from time to time adopt rules and regulations governing the use of General and Limited Common Elements, but such rules and regulations shall be uniform and non-discriminatory. Each Owner, by the acceptance of his deed or other instrument of conveyance or assignment, agrees to be bound by any such adopted rules and regulations.

15. Various Rights and Easements.

(a) Owner's Rights in Limited Common Elements: Subject to the other provisions of this Declaration, each Owner, his family and Guests, shall have an exclusive right to use and enjoy the Limited Common Elements designated herein, in the Map or in the initial deed from Declarant as appurtenant to the Condominium Unit owned by such Owner.

(b) Association Rights: The Association, the Board and the Managing Agent shall have a non-exclusive right and easement to make such use of and to enter into or upon the General Common Elements, the Limited Common Elements and the Units as may be necessary or appropriate for the performance of the duties and functions which they are obligated or permitted to perform under this Declaration.

(c) Owners' Easements for Access, Support and Utilities: Each Owner shall have a non-exclusive easement for access between his Unit and the roads and streets adjacent to the Condominium Project and the roads, streets and driveways in the Condominium Project, over and on the halls, corridors, stairs, walks, bridges and exterior access and other easements which are part of the General Common Elements. Each Owner shall have a non-exclusive easement in, on and over the General Common Elements, including the General Common Elements within

the Unit of another Owner, for horizontal and lateral support of the Unit which is part of his Condominium Unit, for utility service to that Unit, including but not limited to, water, sewer, gas, electricity, telephone and television service and for the release of smoke, arising from any fireplace within a Unit, through the flue leading therefrom.

(d) Easements for Encroachments: If any part of the General Common Elements encroaches or shall hereafter encroach upon a Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the General Common Elements, or upon another Unit, the Owner of that Unit shall and does have an easement for such encroachment and for the maintenance of same. Such encroachments shall not be considered to be encumbrances either on the General Common Elements or on a Condominium Unit for purposes of marketability of title or otherwise. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the Building(s), by error in the Map, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

(e) Easements in Units for Repair, Maintenance and Emergencies: Some of the General Common Elements are or may be located within a Unit or may be conveniently accessible only through a particular Unit. The Association, Board and Managing Agent and each Owner shall have an easement, which may be exercised for any Owner by the Association, the Board or the Managing Agent, as his agent, for access through each Unit and to all Common Elements, from time to time, during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit. Damage to the interior or any part of a Unit resulting from the maintenance, repair, emergency repair or replacement of any of the Common Elements, or as a result of emergency repairs within another Unit, at the instance of the Association, the Board or the Managing Agent, shall be a Common Expense of all of the Owners. No diminution or abatement of Common Expense assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements or from action taken to comply with any law, ordinance or order of any governmental authority. Restoration of the damaged improvements shall be substantially the same as the condition in which they existed prior to the damage. Notwithstanding the foregoing, if any such damage is the result of the carelessness or negligence of any Owner, then such Owner shall be solely responsible for the costs and expenses of repairing such damage.

(f) Easements Deemed Appurtenant: The easements, uses and rights herein created for an Owner shall be appurtenant to the Condominium Unit of that Owner and all conveyances of and other instruments affecting title to a Condominium Unit shall be deemed to grant and reserve the easements, uses and rights as are provided for herein, even though no specific reference to such easements, uses and rights appears in any such conveyance.

(g) Emergency Easement: A non-exclusive easement for ingress and egress is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons, now or hereafter servicing the Condominium

Project, to enter upon all streets, roads and driveways located in the Condominium Project, and upon the Property, in the performance of their duties.

16. Owners' Maintenance Responsibility. For purposes of maintenance, repair, alteration and remodeling, an Owner shall be deemed to own and shall have the right and obligation to maintain, repair, alter and remodel, the interior non-supporting walls, the materials (such as, but not limited to, plaster, gypsum dry wall, paneling, wallpaper, paint, wall and floor tile, and flooring, but not including the sub-flooring) making up the finished surfaces of the perimeter walls, ceilings and floors within the Unit and the Unit's doors and windows, including any patio, balcony, yard or deck enclosure. No Owner shall, however, make any changes or alterations of any type or kind to the exterior surfaces of the doors or windows to his Unit nor to any General Common Elements (including, but not limited to, the exterior portions of his Unit). The Owner shall not be deemed to own lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") running through his Unit which serve one or more other Units, except as a tenant in common with the other Owners. Each Owner shall have the obligation to replace any finishing or other materials removed with similar or other types or kinds of materials. An Owner shall maintain and keep in good repair and in a clean, safe, attractive and slightly condition the interior of his Unit, including the fixtures, doors and windows thereof and the improvements affixed thereto, and such other items and areas as may be required in the Bylaws. Also, an Owner shall maintain, clean and keep in a neat and clean condition the fireplace within his Unit, the deck, yard, porch, balcony and/or patio area adjoining and/or leading to a Unit, if any, which areas are Limited Common Elements appurtenant to such Owner's Condominium Unit. All fixtures, appliances and equipment installed within a Unit commencing at a point where the utilities enter the Unit shall be maintained and kept in repair by the Owner thereof. If any Owner fails to carry out or neglects the responsibilities set forth in this paragraph, the Board or the Managing Agent may fulfill the same and charge such Owner therefor. Any expense incurred by an Owner under this paragraph shall be the sole expense of said Owner.

17. Compliance With Provisions of Declaration, Articles and Bylaws of the Association. Each Owner shall comply strictly with, and shall cause each of his Guests to comply strictly with, all of the provisions of this Declaration and the Articles and Bylaws, and the decisions, rules, regulations and resolutions of the Association or the Board 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 sums due and for damages or injunctive relief or both, along with costs of suit and reasonable attorneys' fees, maintainable by the Managing Agent or Board of Directors in the name of the Association on behalf of the Owners, or, in a proper case, by an aggrieved Owner.

18. The Association.

(a) General Purposes and Powers: The Association, through the Board or the Managing Agent, shall perform functions and hold and manage property as provided in this Declaration so as to further the interests of Owners of Condominium Units in the Condominium Project. It shall have all powers necessary or desirable to effectuate such purposes.

(b) Membership: The Owner of a Condominium Unit shall automatically become a member of the Association. Said membership is appurtenant to the Condominium Unit of said Owner and the ownership of the membership for a Condominium Unit shall automatically pass with fee simple title to the Condominium Unit. Each Owner shall automatically be entitled to the benefits and subject to the burdens relating to the membership for his Condominium Unit. If the fee simple title to a Condominium Unit is held by more than one Person, each Owner of a Condominium Unit shall be a member of the Association. Memberships in the Association shall be limited to Owners of Condominium Units in the Condominium Project.

(c) Board of Directors: The affairs of the Association shall be managed by a Board of Directors which may by resolution delegate any portion of its authority to an executive committee, or to a director or Managing Agent for the Association. There shall be not less than three nor more than ten members of the Board of Directors, the specific number to be set forth from time to time in the Bylaws, all of whom shall be Owners elected by Owners. Regardless of the number of members of the Board of Directors, the terms of at least one-third of such Board shall expire annually. Notwithstanding anything to the contrary provided for herein, however, until Declarant has conveyed 100% of the Condominium Units in the Condominium Project or until December 31, 1984, whichever event shall first occur, the members of the Board of Directors shall be appointed by Declarant, its successors or assigns.

(d) Voting of Owners: The Owner or Owners of each Condominium Unit shall be entitled to one vote for each such Condominium Unit owned by said Owner or Owners.

(e) Bylaws and Articles: The purposes and powers of the Association and the rights and obligations with respect to Owners set forth in this Declaration may and shall be amplified by provisions of the Articles and Bylaws of the Association.

19. Certain Rights and Obligations of the Association.

(a) Association as Attorney-in-Fact for Owners: The Association is hereby irrevocably appointed attorney-in-fact for the Owners, and each of them, to manage, control and deal with the interest of each Owner in the General Common Elements so as to permit the Association to fulfill all of its duties and obligations hereunder and to exercise all of its rights hereunder, to deal with the Project upon its destruction or obsolescence as hereinafter provided and to grant utility easements through any portion of the General Common Elements. The acceptance by any Person of any interest in any Condominium Unit shall constitute an appointment of the Association as attorney-in-fact as provided above and hereinafter. The Association is hereby granted all of the powers necessary to govern, manage, maintain, repair, rebuild, administer and regulate the Project and to perform all of the duties required of it. Notwithstanding the above, but subject to the provisions of Paragraphs 8, 29, 30 and 31(b) hereof, unless at least two-thirds (2/3) of the first Mortgagees of Condominium Units (based upon one vote for each first Mortgage owned or held) or at least two-thirds (2/3) of the Owners (excluding Declarant) have given their prior written approval, the Association shall not be empowered or entitled to:

(i) by act or omission, seek to abandon or terminate the Condominium Project;

(ii) change the pro rata interest or obligations of any individual Condominium Unit for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards;

(iii) partition or subdivide any Condominium Unit;

(iv) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer (excluding the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements) any of the General or Limited Common Elements; and

(v) use hazard insurance proceeds for loss to the improvements (whether Units or Common Elements) for other than repair, replacement or reconstruction of such improvements.

(b) General Common Elements: The Association shall provide for the care, operation, management, maintenance, repair and replacement of the General Common Elements, except as is provided for in Paragraph 16 herein. Without limiting the generality of the foregoing, said obligations shall include the keeping of such General Common Elements in good, clean, attractive and sanitary condition, order and repair; removing snow and any other materials from such General Common Elements which might impair access to the Project or the Units; keeping the Condominium Project safe, attractive and desirable; and making necessary or desirable alterations, additions, betterments or improvements to or on the General Common Elements.

(c) Other Association Functions: The Association may undertake any activity, function or service for the benefit of or to further the interests of all, some or any Owners on a self-supporting, special assessment or common assessment basis. Such activities, functions or services may include the providing of police or similar security services, the providing of garbage and trash collection services, the providing of firewood, and the providing of maid and cleaning service for individual Units.

(d) Labor and Services: The Association (i) may obtain and pay for the services of a Managing Agent to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Condominium Project, whether such personnel are furnished or employed directly by the Association or by any Person with whom or which it contracts; (ii) may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Condominium Project or the enforcement of this Declaration; and (iii) may arrange with others to furnish lighting, heating, water, trash collection, sewer service and other common services.

(e) Property of Association: The Association may pay for, acquire and hold or lease real property (for the purpose set forth in Paragraph 13 herein) and tangible and intangible personal property and may dispose of the same by sale or otherwise. Subject to the rules and regulations of the Association, each Owner and each Owner's family and Guests may use such property. Upon termination of condominium ownership of the Condominium Project and dissolution of the Association, if ever, the beneficial interest in any such property shall be



deemed to be owned by the then Owners as tenants in common in the same proportion as their respective interests in the General Common Elements. A transfer of a Condominium Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each Owner may use such property in accordance with the purposes for which it is intended, without hindering or encroaching upon the lawful rights of the other Owners. The transfer of title to a Condominium Unit under foreclosure shall entitle the purchaser to the beneficial interest in such property associated with the foreclosed Condominium Unit.

(f) Association Right to Lease and License General Common Elements: The Association shall have the right to lease or license or permit the use of, by less than all Owners or by non-owners, on either a short-term basis or long-term basis and with or without charge as the Association may deem desirable, any portion of the General Common Elements or any Condominium Unit owned by the Association (which Condominium Unit may be purchased from the Declarant as provided in Paragraph 13 hereinabove). The rights granted to the Association in this subparagraph shall only be used in the promotion of the collective best interests of the Owners.

(g) Mortgagee Notification: The Association shall notify each first Mortgagee of any proposed amendment of the Association's Articles or Bylaws or any change in the Association's Managing Agent at least ten (10) days prior to the effective date of such amendment or change. Further, upon the written request of any first Mortgagee, such first Mortgagee shall be entitled to receive the most recent annual financial statement of the Association and written notice of all meetings of the Association and such first Mortgagee shall have the right to designate a representative to attend any such meeting.

(h) Enforcement by Association: The Board may suspend any Owner's voting rights in the Association or the right of an Owner to use the recreational facilities of the Condominium Project during any period or periods during which such Owner fails to comply with the Association's rules and regulations, or with any other obligations of such Owner under this Declaration. The Association may also take judicial action against any Owner to enforce compliance with such rules, regulations or other obligations herein or in the Bylaws contained or to obtain damages for noncompliance thereof, all to the extent permitted by law.

(i) Certificate: The Board of Directors may, from time to time, record a certificate of the identity and the mailing addresses of the persons then comprising the Board of Directors, together with the identity and address of the Managing Agent, if any there be. Such certificate shall be conclusive evidence thereof in favor of any Person relying thereon in good faith regardless of the time elapsed since the date thereof.

(j) Implied Rights: The Association shall have and may exercise any right or privilege given to it expressly by this Declaration or the Articles or Bylaws, or reasonably to be implied from the provisions of said documents, or given or implied by law, or which may be necessary or desirable to fulfill its duties, obligations, rights or privileges.

20. Assessment for Common Expenses.

(a) All Owners, except Declarant, shall be obligated to pay the estimated assessments imposed by the Board of Directors to meet the Common Expenses. The assessments shall be made pro rata according to each Owner's interest in and to the General Common Elements. Declarant shall have no obligation to pay the estimated Common Expense assessment, on Condominium Units owned by Declarant, imposed by the Board to meet the Common Expenses, but Declarant agrees to pay to the Association a sum equal to the difference between the monthly cost of operating and maintaining the Common Elements, exclusive of reserves, and the amount of funds payable by the other Owners to the Association. This obligation of Declarant to subsidize the operations of the Association shall terminate when Declarant relinquishes its right to appoint the Association's Board on December 31, 1984, whichever event first occurs. Subsequent to the occurrence of either of the aforesaid events, Declarant shall be obligated as any other Owner in reference to Condominium Units then owned by Declarant to pay the estimated Common Expense assessments imposed by the Board to meet the Common Expenses. Except as hereinbefore provided, the Limited Common Elements shall be maintained as General Common Elements and Owners having the exclusive use thereof shall not be subject to any special charges or assessments. Assessments for the estimated Common Expenses shall be due monthly, in advance, on the first day of each month. The Managing Agent or Board of Directors shall prepare and deliver or mail to each Owner an itemized annual statement showing the various estimated or actual expenses for which the assessments are made. Contributions for monthly assessments shall be prorated if the ownership of a Condominium Unit commences on a day other than the first day of a month. The assessments made for Common Expenses shall be based upon the requirements deemed to be such aggregate sum as the Managing Agent or Board of Directors shall from time to time determine is to be paid 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: expenses of management; taxes and special assessments, until separately assessed; premiums for insurance of the types and kinds provided for in Paragraph 23 hereafter; landscaping and care of grounds; common lighting and heating; repairs and renovations; trash collections; wages; water and sewer charges; legal and accounting fees; capital expenditures made by the Board not exceeding \$25,000.00 in any one calendar year (unless a greater amount is approved by Owners owning a majority interest in the General Common Elements of the Condominium Project); expenses and liabilities incurred by the Managing Agent or Board of Directors under or by reason of this Declaration; deficits remaining from a previous period; and other costs and expenses relating to the Common Elements. Further, it shall be mandatory for the Managing Agent or Board to establish, out of such monthly assessments, a contingency or reserve fund for the repair, replacement and maintenance of those General Common Elements that must be replaced periodically. The omission or failure of the Managing Agent or the Board of Directors 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 same. Any Owner or first Mortgagee may, pursuant to Colo. Rev. Stat. Ann. § 38-33-107 (1973, as amended), inspect the Association's records of receipts and expenditures at any reasonable time during convenient weekday business hours, and, upon ten days' notice to the Board of Directors or Managing Agent, if any, and upon payment of a reasonable fee, not to exceed Twenty Dollars, any Owner or first Mortgagee of such Owner shall be furnished a

statement of account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner. At the end of any calendar year, the Board of Directors or the Managing Agent may, but shall not be required to, refund to each Owner his proportionate share of funds then held by the Association which are not deemed to be necessary to meet the Common Expenses. Each Owner shall be obligated to pay all charges for any separately metered utilities servicing his Unit. All utilities that are master metered shall be a Common Expense hereunder.

(b) The Board of Directors shall have the right during any calendar year to levy and assess against all of the Owners a special assessment for such purpose or purposes, in accordance with this Declaration, the Articles or Bylaws, as may be necessary to keep the Condominium Project as a first class residential property. Such special assessment shall be borne by the Owners in accordance with each Owner's interest in the General Common Elements and shall be due and payable as determined by the Board of Directors.

21. Assessment Reserves. The Association may require an Owner, other than Declarant, to deposit with the Association an amount not exceeding six times the amount of the estimated monthly common assessment, which sum shall be held, without interest, by the Association or Managing Agent as a reserve to be used for paying such Owner's monthly common assessment and for working capital. Such an advance payment shall not relieve an Owner from making the regular monthly payment of the monthly common assessment as the same comes due. Upon the transfer of his Condominium Unit, an Owner shall be entitled to a credit from his transferee for any unused portion thereof.

22. Additions, Alterations and Improvements - General and Limited Common Elements. There shall be no capital additions, alterations or improvements, of or to the General or Limited Common Elements by the Association requiring expenditure(s) in excess of \$25,000.00 in any one calendar year without prior approval by the Owners owning a majority interest in the General Common Elements of the Condominium Project, except in the event of an emergency; the limitations set forth above shall not apply to any expenditures made by the Association for maintenance and repair of the Common Elements as set forth in Paragraph 19 hereof, or for repair in the event of damage, destruction or condemnation as provided in Paragraphs 29 and 30 hereof.

23. Insurance.

(a) The Board of Directors or the Managing Agent shall obtain and maintain at all times, to the extent obtainable, policies of insurance, written with financially responsible and able companies licensed to do business in Colorado, covering the risks set forth below. The types of coverages to be obtained and risks to be covered are as follows, to-wit:

(1) Insurance against loss or damage by fire and lightning, and such other hazards as are customarily covered in condominium projects in the City and County of Denver, Colorado, under extended coverage and all risk endorsements. Said casualty insurance shall insure the entire Condominium Project and any property, the nature of which is a Common Element (including all of the Units and the fixtures therein initially installed or conveyed by the Declarant, but not including improvements, fixtures, decorating, furniture, furnishings,

appliances, or other personal property supplied by or installed by Owners) together with all service equipment contained therein in an amount equal to the full replacement value, without deduction for depreciation. All policies shall contain a standard non-contributory mortgage clause in favor of each first Mortgagee, which shall provide that the loss, if any, thereunder, shall be payable to the Association for the use and benefit of such first Mortgagees as their interests may appear.

(2) If the Condominium Project is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and the sale of Flood Insurance has been made available under the National Flood Insurance Act of 1968, a "blanket" policy of flood insurance on the Project in an amount which is the lesser of the maximum amount of insurance available under the Act or the aggregate of the unpaid principal balances of the first Mortgagees on the Condominium Units comprising the Condominium Project.

(3) Public liability and property damage insurance in such limits as the Board or Managing Agent may from time to time determine, but not in an amount less than \$500,000.00 per injury, per person, per occurrence and umbrella liability limits of \$1,000,000.00 per occurrence, covering all claims for bodily injury or property damage. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other use of the Condominium Project. All liability insurance shall name the Association, the Board, the Managing Agent, the Declarant, first Mortgagees, the Owners and the officers of the Association, as insureds thereunder. If there are steam boilers in operation on the Condominium Project, there must be in force boiler explosion insurance providing for not less than \$50,000.00 per accident per location.

(4) Workmen's Compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

(5) Fidelity coverage against dishonesty of employees or any other Person handling funds of the Association, destruction or disappearance of money or securities and forgery. Said policy shall also contain endorsements thereto covering any persons who serve the Association without compensation.

(6) The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Project, including plate or other glass insurance and any personal property of the Association located thereon.

(b) All policies of insurance, to the extent obtainable, shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of an Owner and shall provide that such policies may not be cancelled or modified without at least twenty (20) days' prior written notice to all of the Owners, first Mortgagees and the Association. If requested, duplicate originals of all policies and renewals thereof, together with proof of payments of premiums, shall be delivered to all first Mortgagees at least ten (10) days prior to expiration of the then current policies. All

casualty insurance shall be carried in blanket form naming the Association as the insured, as attorney-in-fact for all of the Owners and first Mortgagees, as their interests may appear, which policy or policies shall identify the interest of each Owner (Owner's name and Condominium Unit number designation) and first Mortgagee.

(c) Prior to obtaining any policy of casualty insurance or renewal thereof, pursuant to the provisions of this insurance paragraph, the Board or Managing Agent shall obtain an appraisal from a duly qualified real estate or insurance appraiser, which appraiser shall reasonably estimate the full replacement value of the entire Condominium Project, without deduction for depreciation, for the purpose of determining the amount of the insurance to be effected pursuant to the provisions of this insurance paragraph. In no event shall the insurance policy contain a co-insurance clause for less than one hundred percent (100%) of the full replacement cost with an agreed amount endorsement. Determination of maximum replacement value shall be made annually by one or more written appraisals to be furnished by a person knowledgeable of replacement cost, and each first Mortgagee, if requested, shall be furnished with a copy thereof, within thirty (30) days after receipt of such written appraisals. Such amounts of insurance shall be contemporized annually in accordance with their currently determined maximum replacement value.

(d) Owners may carry other insurance for their benefit and at their expense, provided that the liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by any Owner.

(e) Insurance coverage on improvements and fixtures installed by an Owner and furnishings, including carpet, draperies, oven, range, refrigerator, wallpaper, disposal and other items of personal property belonging to an Owner, and public liability coverage within each Unit shall be the sole and direct responsibility of the Owner thereof, and the Board of Directors, the Association and/or the Managing Agent shall have no responsibility therefor.

(f) In the event that there shall be any damage, destruction or loss to a Unit which exceeds \$1,000.00 or any damage, destruction or loss to the Common Elements which exceeds \$10,000.00, then notice of such damage or loss shall be given by the Association to the first Mortgagee of said Condominium Unit within ten (10) days after the occurrence of such event.

(g) All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of a breach of warranty, act, omission, negligence or non-compliance of any provision 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 any such policy, as to the interests 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.

24. Lien for Non-Payment of Common Expenses. All sums assessed by the Association but unpaid for the share of Common Expenses chargeable to any Condominium Unit shall constitute a lien on such Condominium Unit superior (prior) to all other liens and encumbrances, excepting only:

(i) Tax and special assessment liens on the Condominium Unit in favor of any governmental assessing unit, and

(ii) All sums unpaid on a first Mortgage of record, including all unpaid obligatory sums as may be provided by such encumbrance.

(a) If any assessment shall remain unpaid after 10 days after the due date thereof, the Board of Directors or Managing Agent may impose a late charge on such defaulting Owner in an amount not exceeding Ten Dollars (\$10.00) to cover the extra cost and expenses involved in handling such delinquent assessments.

(b) To evidence such lien the Board of Directors or Managing Agent shall prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Condominium Unit and a description of the Condominium Unit. Such a notice shall be signed by one of the Board of Directors or by the Managing Agent and shall be recorded in the office of the Clerk and Recorder of the City and County of Denver, Colorado. Such lien for the Common Expenses shall attach upon the failure of payment of the assessment on the date due. Such lien may be enforced by 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 foreclosure the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The Owner shall also be required to pay to the Association the monthly assessment for the Condominium Unit during the period of foreclosure, and the Association shall be entitled to the appointment of a Receiver to collect the same. The Managing Agent or Board of Directors shall have the power to bid on the Condominium Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey same.

(c) 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 Condominium Unit, and upon such payment such encumbrancer shall have a lien on such Condominium Unit for the amounts paid of the same rank as the lien of his encumbrance, provided that any first Mortgagee who acquires a Condominium Unit by foreclosure or by a deed in lieu thereof shall acquire title to such Condominium Unit free and clear of any lien for unpaid Common Expenses and shall only be responsible for Common Expenses arising after the date upon which such first Mortgagee receives a deed to the Condominium Unit.

(d) The Association shall, upon request, deliver written notice to the first Mortgagee of a Condominium Unit of any unpaid assessments remaining unpaid for longer than thirty days after the same are due, as well as, of any other default of an Owner hereunder known to the Association which is not cured within sixty days.

(e) Declarant states in accordance with the requirements of the Colorado Condominium Ownership Act, that it is possible that liens other than mechanic's liens, assessment liens and tax liens, may be obtained against the Common Elements, including judgment liens and Mortgage liens.

(f) Each Owner hereby agrees that the Association's lien on a Condominium Unit for assessments as hereinbefore described shall be superior to the Homestead Exemption provided by Colo. Rev. Stat. Ann. § 38-41-201, et. seq. (1973, as amended) and each Owner hereby agrees that the acceptance of the deed or other instrument of conveyance in regard to any Condominium Unit within the Condominium Project shall signify such grantee's waiver of the Homestead right granted in said section of the Colorado statutes.

(g) Any recorded lien for non-payment of the Common Expenses may be released by recording a Release of Lien executed by one of the Board of Directors or by the Managing Agent.

25. Owners' Obligations for Payment of Assessments. The amount of the Common Expenses assessed against each Condominium Unit shall be the personal and individual debt of the Owner or Owners thereof at the time the assessment is made. Suit to recover a money judgment for unpaid Common Expenses, and costs of suit and attorney's fees, shall be maintainable without foreclosing or waiving the lien securing same. No Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the General Common Elements or by abandonment of his Condominium Unit.

26. Liability for Common Expenses Upon Transfer of Condominium Unit is Joint.

(a) Upon payment of a reasonable fee not to exceed Twenty Dollars and upon ten days' prior written notice from any Owner or any Mortgagee or prospective Mortgagee of a Condominium Unit, the Association, by its Managing Agent or Board of Directors, shall issue a written statement setting forth the amount of the unpaid Common Expenses, if any, with respect to the subject Condominium Unit, the amount of the current monthly assessment, the date that such assessment becomes due, the amount of any assessment reserve on deposit with the Association and any credit for advanced payments 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. Unless such request for such a statement shall be complied with within ten days from the receipt thereof, all unpaid Common Expenses which become due prior to the date of making such request shall be subordinate to the lien of the Person requesting such statement.

(b) The grantee of a Condominium Unit, except a first Mortgagee who acquires a Condominium Unit by foreclosure or a deed in lieu of foreclosure, 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; provided, however, that upon payment of a reasonable fee not to exceed Twenty Dollars, and upon written request, any such prospective grantee shall be entitled to a statement from the Managing Agent or

Board of Directors setting forth the amount of the unpaid Common Expenses, if any, with respect to the subject Condominium Unit, the amount of the current monthly assessment, the date that such assessment becomes due, the amount of any assessment reserve on deposit with the Association and any credit for advanced payments 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. Unless such request for such a statement shall be complied with within ten days from the receipt thereof, then such requesting grantee shall not be liable for, nor shall the Condominium Unit conveyed be subject to, a lien for any unpaid assessments against the subject Condominium Unit. The provisions contained in this paragraph shall not apply upon the initial transfer of the Condominium Units by Declarant.

27. Mortgaging a Condominium Unit -- Priority. Any Owner shall have the right from time to time to mortgage or encumber his Condominium Unit by deed of trust, mortgage or other security instrument. The Owner of a Condominium Unit may create junior Mortgages (junior to the lien, deed of trust or other encumbrance of the first Mortgagee) on his Condominium Unit on the following conditions: (1) that any such junior Mortgages 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 Bylaws; and (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 Managing Agent or one or more of the Board of Directors of the Association, and if not furnished, may be executed by the Association as attorney-in-fact for such junior Mortgagee.

28. Restrictive Covenants and Obligations.

(a) No Imperiling of Insurance: No Owner and no Owner's Guests shall do anything or cause anything to be kept in or on the Project which might result in an increase in the premiums of insurance obtained for the Condominium Project or which might cause cancellation of such insurance.

(b) No Violation of Law: No Owner and no Owner's Guests shall do anything or keep anything in or on the Condominium Project which would be immoral, improper, offensive or in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

(c) No Noxious, Offensive, Hazardous or Annoying Activities: No noxious or offensive activity shall be carried on upon any part of the Condominium Project nor shall anything be done or placed on or in any part of the Condominium Project which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others. No activity shall be conducted on any part of the Condominium Project and no improvements shall be made or constructed on any part of the Condominium Project which are or might be unsafe or hazardous to any Person or property. No sound shall be emitted on any part of the Condominium Project which is unreasonably loud or annoying. No odor shall be emitted on any part of the Condominium



Project which is noxious or offensive to others. No light shall be emitted from any part of the Condominium Project which is unreasonably bright or causes unreasonable glare.

(d) No Unsightliness: No unsightliness or waste shall be permitted on or in any part of the Condominium Project. Without limiting the generality of the foregoing, no Owner shall keep or store anything (except in designated storage areas) on or in any of the General Common Elements; nor shall any Owner hang, erect, affix or place anything upon any of the General Common Elements (except for decorative items within his Unit); and nothing shall be placed on or in windows or doors of Units, which would or might create an unsightly appearance.

(e) Restriction on Animals: No animals, livestock, reptiles or birds shall be kept on any part of the Condominium Project, except that domesticated dogs, cats, birds or fish may be kept in a Unit, subject to all governmental animal ordinances and laws and subject to rules and regulations promulgated by the Association or Board in regard thereto, provided that they are not kept for any commercial purposes. An Owner is responsible for any damage caused by his animal(s) and shall be obligated to clean up after his animal(s) on the Condominium Project. No animals shall be allowed to remain tied or chained to any balconies, patios or other parts of the Condominium Project, and any such animal(s) so tied or chained may be removed by the Association or its agents.

(f) Restriction on Signs: No signs or advertising devices of any nature shall be erected or maintained on any part of the Condominium Project without the prior written consent of the Board. The Board shall permit the placing of at least one sign of reasonable size and dignified form to identify the Condominium Project and the Condominium Units therein. So long as any Condominium Unit owned by Declarant in the Condominium Project remains unsold, no Owner shall be permitted to place any sign on the Condominium Project or on his Unit or on any Building advertising his Condominium Unit for sale or lease.

(g) No Violation of Rules: No Owner and no Owner's Guests shall violate the rules and regulations adopted from time to time by the Association, whether relating to the use of Units, the use of General or Limited Common Elements, or otherwise. The Board may impose a fine, not to exceed Fifty Dollars, on any Owner for each violation of such rules and regulations by such Owner, his family, tenants or Guests.

(h) Owner Caused Damages: If, due to the act or neglect of an Owner or such Owner's Guests or family, loss or damage shall be caused to any Person or property, including the Project or any Unit therein, such Owner shall be liable and responsible for the same except to the extent that such damage or loss is covered by insurance obtained by the Association and the carrier of the insurance has waived its rights of subrogation against such Owner. The amount of such loss or damage may be collected by the Association from such Owner as an assessment against such Owner, by legal proceedings or otherwise, and such amount (including reasonable attorneys' fees) shall be secured by a lien on the Condominium Unit of such Owner as provided hereinabove for assessments or other charges.

(i) Leasing of a Condominium Unit: The Owner of a Condominium Unit shall have the right to lease his Condominium Unit under the following conditions:

(i) No Owner may lease less than his entire Condominium Unit;

(ii) All leases shall be in writing;

(iii) 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 and to the provisions of the Articles and Bylaws. Any failure by the lessee to comply therewith shall be a default under the lease. Any Owner who leases his Condominium Unit shall, within ten (10) days after the execution of such lease, forward a copy of the same to the Board or the Managing Agent;

(iv) Except for a first Mortgagee in possession of a Condominium Unit following the default under its Mortgage or in connection with foreclosure proceedings or any deed or other arrangement in lieu of foreclosure proceedings by such first Mortgagee, no Owner may lease his Condominium Unit for transient or hotel purposes.

(j) Parking of Vehicles: Parking of any and all vehicles on the Condominium Project shall be subject to the rules and regulations of the Association.

(k) Restrictions on Parking and Storage. No part of the Condominium Project, including the public streets and private streets, drives, or parking areas, unless specifically designated by the Association therefor, shall be used as a parking, storage, display, or accommodation area for any type of house trailer, camping trailer, boat trailer, hauling trailer, running gear, boat, or accessories thereto, truck or recreational vehicles, except as a temporary expedience for loading, delivery, emergency, etc. (provided that this restriction shall not restrict trucks or other commercial vehicles within the Condominium Project which are necessary for the construction or maintenance of the Common Elements).

Determination with respect to whether or not a particular activity or occurrence shall constitute a violation of this Paragraph 28 shall be made by the Board of Directors and shall be final.

29. Association as Attorney-in-Fact - Damage and Destruction - Obsolescence. This Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the Project upon its destruction, repair or obsolescence.

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 from the Declarant or from any Owner shall constitute appointment of the attorney-in-fact herein provided. All of the Owners irrevocably constitute and appoint the Association, in their names, place and stead for the purpose of dealing with the Project upon its destruction, repair or obsolescence as is hereinafter 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 interest of an Owner which is necessary and appropriate to exercise the powers herein granted.

Repair and reconstruction of the improvement(s) as used in the succeeding subparagraphs means restoring the improvement(s) to substantially the same condition in which it existed prior to the damage, with each Unit and the General Common Elements and Limited Common Elements having substantially the same vertical and horizontal boundaries as before. Except as is otherwise herein provided, the proceeds of any insurance collected shall be available to the Association for the purpose of repair, restoration or replacement unless all Owners and all first Mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter.

Assessments for Common Expenses shall not be abated during the period of insurance adjustment and repair and reconstruction.

(a) In the event of damage or destruction to the Project to the extent of not more than sixty-six and two-thirds percent (66-2/3%) of the total replacement cost thereof, not including land, due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvement(s) shall be applied by the Association, as attorney-in-fact, to such 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 restoration of the improvement(s).

(b) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is to the extent of not more than sixty-six and two-thirds percent (66-2/3%) of the total replacement cost of the Project, not including land, 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 of the Project and their Condominium Units. Such deficiency assessment shall be a Common Expense and made pro rata according to each Owner's interest in the General Common Elements and shall be due and payable within thirty 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 and such 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 hereinbefore. 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. 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:

- (i) for payment of taxes and special assessment liens in favor of any assessing entity;
- (ii) for payment of the balance of the lien of any first Mortgage;
- (iii) for payment of unpaid Common Expenses;

(iv) for payment of junior Mortgages and encumbrances in the order of and to the extent of their priority; and,

(v) the balance remaining, if any, shall be paid to the Owner.

(c) If the Project is destroyed or damaged to the extent of more than sixty-six and two-thirds percent ( $66\frac{2}{3}\%$ ) of the total replacement cost thereof, not including land, the Board shall adopt a plan for the repair and reconstruction of the Project, and all Owners of the Project shall be bound by the terms and provisions of such plan, unless the Owners representing an aggregate ownership interest of seventy-five percent (75%), or more, of the General Common Elements and at least seventy-five percent (75%) of the first Mortgagees (based upon one vote for each first Mortgage owned) vote not to adopt such plan within one hundred (100) days after the damage or destruction. The Association shall have the right to use, in accordance with such plan, all proceeds of insurance for such destruction or damages, as well as the proceeds of an assessment to be made against all of the Owners of the Project and their Condominium Units. Any assessment made in connection with such plan 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 as provided by the terms of such plan, but 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 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 hereinabove. 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 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. The proceeds derived from the sale of such Condominium Unit shall be used and disbursed by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in subparagraphs (b) (i) through (v) of this paragraph.

(d) If the Project is damaged or destroyed to the extent of more than sixty-six and two-thirds percent ( $66\frac{2}{3}\%$ ) of the total replacement cost thereof, not including land, and if the Owners representing an aggregate ownership interest of seventy-five percent (75%) or more, of the General Common Elements of the Project and at least seventy-five percent (75%) of the first Mortgagees (based upon one vote for each first mortgage owned) vote not to adopt a plan for repair and reconstruction, then the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's president and secretary, the entire remaining 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 Map and the Articles and Bylaws. The insurance settlement proceeds shall be collected by the Association and such proceeds shall be divided by the Association according to each Owner's interest (as such interests appear on the policy or policies), and such divided proceeds shall be paid 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 Condominium Unit designation and the name of the Owner. Thereafter, each such account shall be supplemented by the apportioned amount of the proceeds derived from the sale of the entire Project. Such apportionment shall be based upon each 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 subparagraph (b)(i) through (v) of this paragraph. The provisions contained in this subparagraph shall not hinder the protection given to a first Mortgagee under a mortgage endorsement.

(e) The Owners representing an aggregate ownership interest of eighty-five percent (85%), or more, of the General Common Elements of the project may agree that the Condominium Units are obsolete and adopt a plan for the renewal and reconstruction, which plan shall have the approval or consent of at least eighty-five percent (85%) of the first Mortgagees (based upon one vote for each first Mortgage owned). If a plan for the renewal or reconstruction is adopted, notice of such plan shall be recorded, then the expenses thereof shall be payable by all of the Owners as Common Expenses; provided, however, that an Owner not a party to such a plan for renewal or reconstruction may give written notice to the Association within fifteen (15) days after the adoption of such plan that his or its Condominium Unit shall be purchased by the Association for the fair market value thereof. The Association shall then have fifteen (15) days within which to cancel such plan. If such plan is not cancelled then the Condominium Unit shall be purchased by the Association according to the following procedures. If such Owner and the Association can agree on the fair market value thereof, then such sale shall be consummated within thirty (30) days thereafter. If the parties are unable to agree, the date when either party notified the other that he or it is unable to agree with the other shall be the "commencement date" from which all periods of time mentioned in this subparagraph shall be measured. Within ten (10) days following the commencement date, each party shall nominate in writing (and give notice of such nomination to the other party) an independent appraiser, which appraiser must be either an MAI or SRA qualified real estate appraiser. If either party fails to make such a nomination, the appraiser nominated shall within five (5) days after default by the other party appoint and associate with him another independent appraiser, which appraiser must be either an MAI or SRA qualified real estate appraiser. If the two appraisers designated by the parties, or selected pursuant hereto in the event of the default of one party, are unable to agree, they shall appoint another independent appraiser to be umpire between them, if they can agree on such person. If they are unable to agree upon such umpire, then each appraiser previously appointed shall nominate two independent appraisers and from the names of the four persons so nominated one shall be drawn by lot by any judge of any court of record in Colorado and the name so drawn shall be such umpire. The nominations from whom the umpire is to be drawn by lot shall be submitted within ten (10) days of the failure of the two appraisers to agree, which, in any event, shall not be later than twenty (20) days following the appointment of the second appraiser. The decision of the appraisers as to the fair market value, or in the case of their disagreement, then such decision of the umpire, shall be final and binding. The expenses and fees of such appraisers shall be borne equally by the Association and the Owner. The sale shall be consummated within fifteen (15)

days thereafter, and the Association, as attorney-in-fact, shall disburse such proceeds as is provided in subparagraphs (b) (i) through (v) of this paragraph.

(f) The Owners representing an aggregate ownership interest of eighty-five percent (85%), or more, of the General Common Elements of the Project may agree that the Condominium Units are obsolete and that the same should be sold. Such plan (agreement) must have the unanimous approval or consent of every first Mortgagee. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's president and 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 Map, the Articles and the Bylaws. 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 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. From each separate account the Association, as attorney-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 as is provided in subparagraphs (b) (i) through (v) of this paragraph.

### 30. Condemnation.

(a) Consequences of 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 provisions of this Paragraph 30 shall apply.

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

(c) Complete Taking: In the event that the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, condominium ownership pursuant to this Declaration shall terminate. The Condemnation Award shall be apportioned among the Owners in proportion to their respective undivided interests in the General Common Elements, provided that if a standard different from the value of the Project as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree, or otherwise, then in determining such share the same standard shall be employed to the extent it is relevant and applicable.

(d) Partial Taking: In the event that less than the entire Project is taken or condemned, or 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 among compensation, damages, and 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 proportion to their respective undivided

interests in the General Common Elements, (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 injury to, a particular Unit and/or improvements an Owner had made within his own Unit shall be apportioned to the particular Condominium Unit involved, and (iv) the amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Any distribution of the Condemnation Award made pursuant to this sub-paragraph shall be made by checks payable jointly to the Owners and their first Mortgagees.

(e) Distribution: 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, provided that in the event of a complete taking such distribution shall be made in the same manner as is provided in Paragraph 29(b) of this Declaration.

(f) Mortgagee Notice: The Association shall give timely notice to each first Mortgagee of the commencement of any condemnation or eminent domain proceedings and shall notify said first Mortgagees in the event of the taking of all or any part of the Common Elements, if the value of the Common Elements taken exceeds \$10,000.00.

(g) Reorganization: In the event a partial taking results in the taking of a complete Unit, the Owner thereof automatically shall cease to be a member of the Association, and such Owner's interest in the General Common Elements shall thereupon terminate, and the Association, as attorney-in-fact for such Owner, may take whatever action is necessary and execute such documents as are necessary to reflect such termination. Thereafter the Association shall reallocate the ownership and assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Owners of remaining Condominium Units for amendment of this Declaration as provided in Paragraph 31(b) hereof.

### 31. Miscellaneous.

(a) Duration of Declaration: All of the provisions contained in this Declaration shall continue and remain in full force and effect until condominium ownership of the Project and this Declaration are terminated, revoked, or amended as hereinafter provided.

(b) Amendment and Termination: Any provision contained in this Declaration may be amended, or additional provisions may be added to, this Declaration or this Declaration and condominium ownership of the Condominium Project may be terminated or revoked, by the recording of a written instrument or instruments specifying the amendment or addition or the fact of termination and revocation, executed by the Owners, as shown by the records in the office of the Clerk and Recorder of the City and County of Denver, Colorado, of Condominium Units representing an aggregate ownership interest of seventy-five percent (75%), or more, of the General Common Elements in the Condominium Project and first Mortgagees whose liens encumber an

aggregate ownership interest of seventy-five percent (75%), or more of the General Common Elements in the Condominium Project (except that no provision of this Declaration requiring the approval or consent of more than seventy-five percent (75%) of such first Mortgagees may be amended without the consent of at least the minimum number of first Mortgagees whose approval or consent is required under such provision); provided however, that in no event shall the undivided interest of an Owner in the General Common Elements be decreased without the unanimous consent of each Owner and each first Mortgagee; and provided further, that so long as Declarant continues to own one or more Condominium Units, which he is holding for rental or sale, no rights of Declarant contained in this Declaration may be amended or modified without the consent of Declarant. The consent(s) of any junior Mortgagees shall not be required under the provisions of this paragraph. The Association shall at least ten (10) days prior to the effective date of any amendment to this Declaration notify all first Mortgagees of record of such amendment.

(c) Effect of Provisions of Declaration: Each provision of this Declaration, and an agreement, promise, covenant and undertaking to comply with each provision of this Declaration, and any necessary exception or reservation or grant of title, estate, right or interest to effectuate any provision of this Declaration, shall:

(i) be deemed incorporated in each deed or other instrument by which any right, title or interest in the Condominium Project or in any Condominium Unit is granted, devised or conveyed, whether or not set forth or referred to in such deed or instrument;

(ii) by virtue of acceptance of any right, title or interest in the Condominium Project or in any Condominium Unit by an Owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such Owner, and, as a personal covenant, shall be binding on such Owner and such Owner's heirs, personal representatives, successors and assigns and shall be deemed a personal covenant to, with and for the benefit of the Association but not to, with or for the benefit of any other non-aggrieved Owner;

(iii) be deemed a real covenant by Declarant, for itself, its successors and assigns, and also an equitable servitude, running, in each case, as a burden with and upon the title to the Condominium Project and each Condominium Unit and, as a real covenant and also as an equitable servitude, shall be deemed a covenant and servitude for the benefit of the Condominium Project and each Condominium Unit; and

(iv) be deemed a covenant, obligation and restriction secured by a lien in favor of the Association, burdening and encumbering the title to the Condominium Project and each Condominium Unit in favor of the Association.

(d) Protection of Encumbrancer: Subject to the provisions of Paragraph 27 above, no violation or breach of or failure to comply with, any provision of this Declaration and no action to enforce any such provision shall affect, defeat,



render invalid or impair the lien of any first Mortgage, or other lien on any Condominium Unit taken in good faith and for value and perfected by recording in the office of the Clerk and Recorder of the City and County of Denver, Colorado prior to the time of recording in said office of an instrument describing the Condominium Unit and listing the name or names of the Owner or Owners of fee simple title to the Condominium Unit and giving notice of such violation, breach or failure to comply; nor shall such violation, breach, failure to comply or action to enforce affect, defeat, render invalid or impair the title or interest of the holder of any such first Mortgage, or other lien or the title or interest acquired by any purchaser upon foreclosure of any such first Mortgage or other lien or result in any liability, personal or otherwise, of any such holder or purchaser. Any such purchaser on foreclosure shall, however, take subject to this Declaration; provided, however, that violation or breaches of, or failures to comply with, any provisions of this Declaration which occurred prior to the vesting of fee simple title in such purchaser shall not be deemed breaches or violations hereof or failures to comply herewith with respect to such purchaser, his heirs, personal representatives, successors or assigns.

(e) Supplemental to Law: 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.

(f) Numbers and Genders: 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.

(g) Registration by Owner of Mailing Address: Each Owner shall register his mailing address with the Association and, except for monthly statements and other routine notices which shall be personally delivered or sent by regular mail, all other notices or demands intended to be served upon an Owner shall be delivered personally or sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Board of Directors of the Association or the Association shall be sent by certified mail, postage prepaid, to James S. Mandel, Esq., 410 17th Street, Suite 1880, Denver, Colorado 80202, agent for service, until such address is changed by a notice of address duly recorded with the office of the Secretary of State of Colorado.

(h) Successors and Assigns: This Declaration shall be binding upon and shall inure to the benefit of the Declarant, the Association and each Owner, and the heirs, personal representatives, successors and assigns of each of them.

(i) Severability: Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.

(j) Captions: The captions and headings in this Declaration are for convenience only and shall not be considered in construing any provision of this Declaration.

(k) No Waiver: Failure to enforce any provision of this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration.

(l) Sales and Construction Facilities and Activities of Declarant: Notwithstanding any provision to the contrary contained herein, Declarant, its agents, employees and contractors shall be permitted to maintain during the period of any construction and/or sale of the Condominium Units in the Condominium Project, upon such portion of the Condominium Project as Declarant may choose, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction, sale or rental of Condominium Units, including without limitation, a business office, storage area, construction yards, signs, model Units, sales office, construction office, parking areas and lighting and temporary parking facilities for all prospective tenants or purchasers of Condominium Units. In addition, Declarant, its agents, employees and contractors shall have the right to ingress and egress over the Common Elements as in Declarant's discretion may be necessary with regard to the foregoing. Further, Declarant, its agents, employees and contractors shall have the right to ingress and egress in and through all Units during the period of the construction and/or sale of the Condominium Units for the purpose of any required or desired refurbishment, construction, maintenance or repair to such Units or the Building, or any part thereof.

32. Recreational Facilities: The recreational facilities of the Project, which include an indoor-outdoor swimming pool, exercise room, sun room, saunas, steam rooms, and party room, shall be subject to any rules and regulations promulgated by the Association, and same shall be available for the use of all Owners in the Condominium Project and their Guests, and the owners and guests of condominium units in the Plaza De Monaco Townhome Condominiums, subject to the right of the Association to establish fees and charges for the use of same. The Association may allow the general public to use said recreational facilities and collect an appropriate charge therefor.

33. Reservation to Enlarge and Supplement Condominium Project.

(a) Declarant, for itself, its successors and assigns, hereby expressly reserves the right to enlarge this Condominium Project by submitting additional real property and improvements hereto. Such additions shall be expressed in and by a duly recorded Supplement to this Declaration and by filing for record of an additional section or supplement to the Map. The reference to the Map and Declaration in any instrument shall be deemed to include any supplement to the Map and Declaration without specific reference thereto.

(b) Such Supplements to this Declaration shall provide for a division of such additionally submitted real property and improvements into Condominium Units. Each Unit shall be separately designated, and each Building shall be identified by a symbol or designation dissimilar to any other building in the Condominium Project. The undivided interest in and to the General Common Elements appurtenant to each such Unit shall not be a part of the General Common Elements of the Condominium Units described and initially created by this Declaration and the Map nor a part of the General Common Elements of subsequently submitted Condominium Units, nor shall the undivided interest in and to the General Common Elements of the Condominium Units initially created by this Declaration be a part of

the General Common Elements of subsequently submitted Condominium Units; provided, however, that all Owners of Condominium Units in the Condominium Project, and their Guests, shall have a non-exclusive right in common with all of the other Owners in the Condominium Project to use the sidewalks, pathways, driveways, recreational facilities and all other General Common Elements, not reserved or designated for the use of less than all of the Owners, within the entire Condominium Project, and further provided that all Owners of Condominium Units in the Condominium Project and their Guests, shall also have a non-exclusive right in common with all other Owners to use the sidewalks, pathways, driveways, recreational facilities and all other common facilities being now or hereafter situated within the real property described on Exhibit 3 attached hereto and any improvements located thereon, said property and improvements being owned by Declarant herein. These easements and rights shall be irrevocable and shall be for the purposes of ingress and egress, recreational and social use.

(c) Except as may be otherwise provided by the provisions of such Supplement(s) to this Declaration, all of the provisions contained in this Declaration shall be applicable to such additional Condominium Units submitted to this Condominium Project.

(d) As additional Condominium Units are submitted to this Condominium Project and in order that the Common Expenses of the Condominium Project be shared equitably by the Owners of the initially submitted Condominium Units and the Owners of all subsequently submitted additional Condominium Units, the Common Expenses shall be proportionately shared pro rata according to the ratio which the square footage of each Owner's Unit in the Condominium Project, as determined by Declarant, bears to the total square footage of all Condominium Units in the Condominium Project, as determined by Declarant. Each Condominium Unit in the Condominium Project, regardless of the number of Owners, shall be entitled to one vote which shall not change by the enlargement of the Condominium Project or otherwise. Assessments for the Common Expenses for the initially submitted Condominium Units shall be shared according to the appurtenant undivided interest which is set forth after each Condominium Unit in Exhibit 2 hereof. In the event that any additionally submitted Condominium Units differ substantially from the type of Condominium Units which are described herein and in Exhibit 2, such Supplement shall establish a different interest for such Condominium Unit(s) for the sharing of Common Expenses.

(e) All Owners in the Condominium Project, regardless of when their Condominium Units were created, shall be deemed to have a beneficial ownership interest in all tangible physical facilities which are designed for and used by all Owners of Condominium Units in the Condominium Project.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 22nd day of February, 1980.

PLAZA ASSOCIATES, LTD.,  
a Colorado limited partnership  
By: LAFAYETTE ASSOCIATES, INC.,  
a Colorado corporation,  
General Partner

By: Charles P. Woods  
President

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

The foregoing instrument was acknowledged before me this 22nd day of February, 1980, by Charles P. Woods, President of Lafayette Associates, Inc., a Colorado corporation, General Partner of Plaza Associates, Ltd., a Colorado limited partnership.

WITNESS my hand and official seal.

My commission expires: March 15, 1980.

Constance M. Butler  
Notary Public

EXHIBIT 1

LEGAL DESCRIPTION:

A parcel of land in Gaiser Holly Ridge, City and County of Denver, State of Colorado, more particularly described as follows:

Beginning at the Southeast corner of Lot 20, Block 16, Gaiser Holly Ridge, thence West along the north line of Bates Avenue a distance of 374.43 feet to the true point of beginning;  
thence N 90°00'00" W along said line a distance of 145.24 feet to a point;  
thence N 0°00'00" W, 125 feet to a point;  
thence N 90°00'00" W, 118.00 feet to a point;  
thence N 0°06'21" E, 165.62 feet;  
thence S 89°53'39" E, 125.18 feet;  
thence S 44°27'14" E, 64.83 feet;  
thence N 45°26'48" E, 61.34 feet;  
thence S 44°33'12" E, 73.68 feet;  
thence N 89°58'16" E, 44.80 feet;  
thence S 0°01'45" E, 109.40 feet to a point;  
thence S 44°54'19" E, 40.50 feet to a point;  
thence S 45°05'41" W, 108.00 feet to a point;  
thence S 0°00'00" E, 20.34 feet to the true point of beginning.

EXHIBIT 2

CONDOMINIUM UNIT	BUILDING	UNDIVIDED INTEREST IN THE GENERAL COMMON ELEMENTS
100	1	.0092
102	1	.0178
103	1	.0144
105	1	.0051
107	1	.0178
108	1	.0184
109	1	.0125
200	1	.0125
201	1	.0183
202	1	.0183
203	1	.0144
204	1	.0144
205	1	.0119
206	1	.0119
207	1	.0183
208	1	.0183
209	1	.0125
300	1	.0125
301	1	.0183
302	1	.0183
303	1	.0144
304	1	.0144
305	1	.0119
306	1	.0119
307	1	.0183
308	1	.0183
309	1	.0125
400	1	.0125
401	1	.0183
402	1	.0183

CONDOMINIUM UNIT	BUILDING	UNDIVIDED INTEREST IN THE GENERAL COMMON ELEMENTS
403	1	.0144
404	1	.0144
405	1	.0119
406	1	.0119
407	1	.0183
408	1	.0183
409	1	.0125
500	1	.0125
501	1	.0183
502	1	.0183
503	1	.0144
504	1	.0144
505	1	.0119
506	1	.0119
507	1	.0183
508	1	.0183
509	1	.0125
600	1	.0125
601	1	.0183
602	1	.0183
603	1	.0144
604	1	.0144
605	1	.0119
606	1	.0119
607	1	.0183
608	1	.0183
609	1	.0125
700	1	.0125
701	1	.0183
702	1	.0183
703	1	.0144
704	1	.0144

CONDOMINIUM UNIT	BUILDING	UNDIVIDED INTEREST IN THE GENERAL COMMON ELEMENTS
705	1	.0119
706	1	.0119
707	1	.0183
708	1	.0183
709	1	.0125



F.J. CEFARINI  
COUNTY CLERK  
DENVER, COLORADO

2110 118

FIRST SUPPLEMENT  
TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF  
THE PLAZA DE MONACO TOWERS CONDOMINIUMS, PHASE NO. 1

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Plaze Associates, Ltd., a Colorado limited partnership, (hereinafter referred to as "Declarant"), has heretofore caused to be recorded in Book 2110 at Page 76, City and County of Denver, Colorado records, a Declaration of Covenants, Conditions and Restrictions of The Plaza De Monaco Towers Condominiums, Phase No. 1 (hereinafter referred to as the "Declaration"); and

WHEREAS, Declarant is the owner of record of that certain real property and improvements described on Exhibit 1 attached hereto and incorporated herein by reference (hereinafter referred to as the "Phase No. 2 Property");

WHEREAS, in Section 33 of the Declaration, Declarant, for itself, its successors and assigns, expressly reserved the right to enlarge the Condominium Project by submitting thereto certain additional real property and improvements, of which the Phase No. 2 Property is a part; and

WHEREAS, Declarant wishes to additionally submit to the Condominium Project the Phase No. 2 Property, which property shall become subject to the jurisdiction of The Plaza De Monaco Towers Condominiums Association, Inc., a Colorado nonprofit corporation (hereinafter referred to as the "Association").

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 encompassing the Phase No. 2 Property and shall be a burden and a benefit to Declarant, its successors and assigns, and any person acquiring or owning an interest in The Plaza De Monaco Towers Condominiums, Phase No. 2, their grantees, successors, heirs, executors, administrators, devisees, or assigns.

1. General. The terms and provisions contained in this First Supplement to Declaration of Covenants, Conditions and Restrictions of The Plaza De Monaco Towers Condominiums, Phase No. 1 (hereinafter referred to as the "First Supplement") shall be in addition and supplemental to the terms and provisions contained in the Declaration. All terms and provisions of the Declaration, including all definitions, except those terms and provisions specifically modified herein, shall be applicable to the Phase No. 2 Property. Notwithstanding the foregoing, for the purposes of this First Supplement the term "Project" wherever used in the Declaration shall be deemed to mean and refer to the "Phase No. 2 Property".

2. Division into Units. The Phase No. 2 Property is hereby divided into 67 Condominium Units, each consisting of a separate fee simple estate in a particular Unit and an appurtenant undivided fee simple interest in the General Common Elements. The undivided interest in the General Common Elements appurtenant to a particular Unit is as set forth on Exhibit 2 attached hereto and incorporated herein by reference. Each

Owner of a Condominium Unit in the Phase No. 2 Property shall own his own appurtenant undivided interest in the General Common Elements in the Phase No. 2 Property, as a tenant in common with all other Owners of Condominium Units in the Phase No. 2 Property.

3. Map of The Plaza De Monaco Towers Condominiums, Phase No. 2. The Map of The Plaza De Monaco Towers Condominiums, Phase No. 2, depicting the location of each Unit in The Plaza De Monaco Towers Condominiums, Phase No. 2, both horizontally and vertically, together with such other information as is required by the provisions of Section 2 of the Declaration, shall be recorded prior to the first conveyance of any Condominium Unit situated in the Phase No. 2 Property (hereinafter referred to as the "First Expansion Map").

4. Limited Common Elements. Subject to the definition thereof, the Limited Common Elements in the Phase No. 2 Property shall be identified herein or on the First Expansion Map and designated as appurtenant to a particular Condominium Unit in the Phase No. 2 Property herein or on the First Expansion Map or in a deed from the Declarant. Any door, window, balcony, porch, patio or fireplace which is accessible from, associated with and/or which adjoin(s) a Unit in the Phase No. 2 Property and deck or yard areas, garages and parking spaces identified as Limited Common Elements on the First Expansion Map and designated as appurtenant to a particular Condominium Unit in the Phase No. 2 Property, shall, without further reference thereto, be used in connection with the Unit to which it is appurtenant to the exclusion of the use thereof by the other Owners of Condominium Units in the Condominium Project, except by invitation.

5. Description of Unit. After the First Expansion Map and this First Supplement have been filed for record in the office of the Clerk and Recorder of the City and County of Denver, State of Colorado, every contract, deed, lease, mortgage, deed of trust, will or other instrument shall legally describe a Condominium Unit created by this First Supplement as follows:

Condominium Unit No. \_\_\_\_\_, Building \_\_\_\_\_, The Plaza De Monaco Towers Condominiums, Phase No. 2, in accordance with and subject to the Declaration of Covenants, Conditions and Restrictions of The Plaza De Monaco Towers Condominiums, Phase No. 1, recorded on \_\_\_\_\_, 1980, in Book \_\_\_\_\_ at Page \_\_\_\_\_, and the First Supplement to Declaration of Covenants, Conditions and Restrictions of The Plaza De Monaco Towers Condominiums, Phase No. 1, recorded on \_\_\_\_\_, 1980, in Book \_\_\_\_\_ at Page \_\_\_\_\_, and Map of The Plaza De Monaco Towers Condominiums, Phase No. 2, recorded on \_\_\_\_\_, 1980, in Book \_\_\_\_\_ at Page \_\_\_\_\_, City and County of Denver, Colorado records, together with the right to the exclusive use of parking space(s) no. \_\_\_\_\_ and garage(s) no. \_\_\_\_\_.

Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect not only the Unit, but also the General Common Elements in the Phase No. 2 Property appurtenant thereto and the right to the use of the Limited Common Elements appurtenant thereto. Each such description shall be construed to include: a non-exclusive easement for ingress and egress throughout and for the use of the General Common Elements which are not Limited Common Elements in the Phase No. 2 Property; the right to

the exclusive use of the appurtenant Limited Common Elements; and the other easements, obligations, limitations, rights, encumbrances, covenants, conditions and restrictions created in the Declaration and this First Supplement.

6. Easements. Each Owner of a Condominium Unit in the Phase No. 2 Property shall have the perpetual non-exclusive right and easement together with all other Owners of Condominium Units in the Condominium Project to use all of the General Common Elements, open spaces, recreational facilities, grass and landscaping areas in the Condominium Project and all the other areas in the Condominium Project which are not specifically designated to the use of less than all of the Owners. This easement shall be in addition to those easements as set forth in the Declaration, shall be irrevocable and shall be for the purposes of ingress and egress, recreational and social use and shall apply to all of the real property hereinbefore and hereinafter submitted to the Condominium Project.

7. Recreational Facilities. There are no recreational facilities in the Phase No. 2 Property.

8. Damage, Destruction, Obsolescence and Condemnation. Sections 29 and 30 of the Declaration are hereby incorporated herein by reference as if restated in their entirety, deleting however, wherever same appears, the word "Project" and substituting in place thereof, the words "Phase No. 2 Property".

9. Responsibility for the Sharing of Common Expenses. Pursuant to Section 33(d) of the Declaration, the Common Expenses of the Condominium Project shall be proportionately shared by all of the Owners of Condominium Units in the Condominium Project according to the ratio which the square footage of each Owner's Unit in the Condominium Project, as determined by Declarant, bears to the total square footage of all Units in the Condominium Project, as determined by Declarant.

10. Miscellaneous.


a. Invalidity or unenforceability of any provision of this First Supplement, in whole or in part, shall not affect the validity or enforceability of any other provision or any valid and enforceable part of any provision of this First Supplement.

b. The provisions of this First Supplement shall be in addition and supplemental to the Condominium Ownership Act of the State of Colorado and to all other provisions of law.

c. 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.

IN WITNESS WHEREOF, Declarant has executed this First Supplement this 22nd day of February, 1980.

PLAZA ASSOCIATES, LTD.,  
a Colorado limited partnership  
By: LAFAYETTE ASSOCIATES, INC.,  
a Colorado corporation,  
General Partner

By:   
Charles P. Woods  
President

)

)

)

The foregoing instrument was acknowledged before me this 22nd day of February, 1980, by Charles P. Woods, President of Lafayette Associates, Inc., a Colorado corporation, General Partner of Plaza Associates, Ltd., a Colorado limited partnership.

WITNESS my hand and official seal.

My commission expires:

Notary Public

EXHIBIT 1

A parcel of land in Gaiser Holly Ridge, City and County of Denver, State of Colorado, more particularly described as follows:

Beginning at the southeast corner of Lot 20, Block 16, Gaiser Holly Ridge, thence West along the north line of Bates Avenue, a distance of 637.67 feet to a point;  
thence North along the East line of South Locust Street a distance of 165.62 feet to the true point of beginning;  
thence N 0°06'21" E along said line 209.38 feet to a point;  
thence N 90°00'00" E, 261.75 feet to a point;  
thence S 0°00'00" E, 106.90 feet to a point;  
thence N 89°47'24.12" E, 48.33 feet to a point;  
thence S 0°01'45" E, 158.61 feet to a point;  
thence N 89°58'15" W, 44.80 feet to a point;  
thence N 44°33'12" W, 73.68 feet to a point;  
thence S 45°26'48" W, 61.34 feet to a point;  
thence N 44°27'14" W, 64.83 feet to a point;  
thence N 89°53'39" W, 125.18 feet to the true point of beginning.

EXHIBIT 2

CONDOMINIUM UNIT	BUILDING	UNDIVIDED INTEREST IN THE GENERAL COMMON ELEMENTS
100	1	.0091
102	1	.0177
103	1	.0119
106	1	<i>Bill thinks this should be .0118</i> .0142 .0118
107	1	<i>as it is a small</i> .0177
108	1	<i>1. bedroom. Current</i> .0182
109	1	<i>maint. due corresponds to rule for .0118. D.P. 7-2-97</i> .0124
200	1	.0124
201	1	.0182
202	1	.0182
203	1	.0143
204	1	.0143
205	1	.0118
206	1	.0118
207	1	.0182
208	1	.0182
209	1	.0124
300	1	.0124
301	1	.0182
302	1	.0182
303	1	.0143
304	1	.0143
305	1	.0118
306	1	.0118
307	1	.0182
308	1	.0182
309	1	.0124
400	1	.0124
401	1	.0182
402	1	.0182

CONDOMINIUM UNIT	BUILDING	UNDIVIDED INTEREST IN THE GENERAL COMMON ELEMENTS
403	1	.0143
404	1	.0143
405	1	.0118
406	1	.0118
407	1	.0182
408	1	.0182
409	1	.0124
500	1	.0124
501	1	.0182
502	1	.0182
503	1	.0143
504	1	.0143
505	1	.0118
506	1	.0118
507	1	.0182
508	1	.0182
509	1	.0124
600	1	.0124
601	1	.0182
602	1	.0182
603	1	.0143
604	1	.0143
605	1	.0118
606	1	.0118
607	1	.0182
608	1	.0182
609	1	.0124
700	1	.0124
701	1	.0182
702	1	.0182
703	1	.0143
704	1	.0143

CONDOMINIUM UNIT	BUILDING	UNDIVIDED INTEREST IN THE GENERAL COMMON ELEMENTS
705	1	.0118
706	1	.0118
707	1	.0182
708	1	.0182
709	1	.0124



EXHIBIT 3

Two parcels of land in Gaiser Holly Ridge, City and County of Denver, State of Colorado, more particularly described as follows:

Parcel 1:

Beginning at the southeast corner of Lot 20, Block 16, Gaiser Holly Ridge, thence West along the north line of Bates Avenue, a distance of 637.67 feet to a point;  
thence North along the east line of South Locust Street a distance of 165.62 feet to the true point of beginning;  
thence N 0°06'21" E along said line 209.38 feet to a point;  
thence N 90°00'00" E, 261.75 feet to a point;  
thence S 0°00'00" E, 106.90 feet to a point;  
thence N 89°47'24.12" E, 48.33 feet to a point;  
thence S 0°01'45" E, 158.61 feet to a point;  
thence N 89°58'15" W, 44.80 feet to a point;  
thence N 44°33'12" W, 73.68 feet to a point;  
thence S 45°26'48" W, 61.34 feet to a point;  
thence N 44°27'14" W, 64.83 feet to a point;  
thence N 89°53'39" W, 125.18 feet to the true point of beginning.

Parcel 2:

Beginning at the southeast corner of Lot 20, Block 16, Gaiser Holly Ridge, the true point of beginning;  
thence west along the north line of Bates Avenue, a distance of 374.43 feet to a point;  
thence N 0°00'00" E, 20.34 feet to a point;  
thence N 45°05'40" E, 108.00 feet to a point;  
thence N 44°54'19" W, 40.50 feet to a point;  
thence N 0°01'45" W, 268.01 feet to a point;  
thence S 89°47'24.12" W, 48.33 feet to a point;  
thence N 0°00'00" W, 116.90 feet to a point;  
thence N 90°00'00" E, 375.00 feet to a point;  
thence S 0°00'00" E, 510.00 feet to the true point of beginning.

COLUMBIA SAVINGS & LOAN ASSOCIATION,  
a Colorado corporation

By: Roger L. Morgan  
Senior Vice President

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

The foregoing instrument was acknowledged before me  
this 12<sup>th</sup> day of August, 1980, by Roger L. Morgan  
as Senior Vice President of Columbia Savings & Loan Association,  
a Colorado corporation.

WITNESS my hand and official seal.

My commission expires: May 9, 1981.

Shirley Ann Priest  
Notary Public

040000  
FILED  
2220 100

AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE PLAZA DE MONACO TOWERS CONDOMINIUMS, PHASE NO. 1

THIS AMENDMENT is made and entered into this 18<sup>th</sup> day of AUGUST, 1980, by Plaza Associates, Ltd., a Colorado limited partnership (hereinafter called "Declarant"), by those individuals who have executed this Amendment (hereinafter called the "Owners"), by Columbia Savings and Loan Association, a Colorado corporation (hereinafter called "Columbia") and by The Chase Manhattan Bank (N.A.) (hereinafter called "Chase").

WHEREAS, Declarant has heretofore executed and caused to be recorded on February 22, 1980 in Book 2110 at Page 76 of the records of the City and County of Denver, Colorado, a Declaration of Covenants, Conditions and Restrictions of The Plaza De Monaco Towers Condominiums, Phase No. 1 ( the "Declaration"); and

WHEREAS, Declarant has heretofore executed and caused to be recorded the First Supplement to Declaration of Covenants, Conditions and Restrictions of The Plaza De Monaco Towers Condominiums, Phase No. 1, recorded in Book 2110 at Page 118 of the Denver County, Colorado records; and

WHEREAS, Declarant and Owners are the owners of an aggregate ownership interest of more than seventy-five percent (75%) of the General Common Elements in the Condominium Project (all terms used herein shall have the same meanings and definitions as are provided in the Declaration), and Columbia and Chase are first Mortgagees whose liens encumber an aggregate ownership interest of more than seventy-five percent (75%) of the General Common Elements in the Condominium Project; and

WHEREAS, Declarant, Owners, Columbia and Chase now desire, in accordance with and pursuant to Section 31(b) of the Declaration, to amend the Declaration as set forth hereafter.

NOW, THEREFORE, Declarant, Owners, Columbia and Chase do hereby state, declare and amend the Declaration as follows:

1. A new Section 20(c) is hereby added to and made a part of the Declaration as though originally set forth therein, providing as follows:

"(c) Notwithstanding anything to the contrary set forth in this Declaration, all costs and expenses incurred by the Association which relate solely to i) elevator maintenance, ii) fire alarm service, iii) music service, and iv) security guards, all of which shall benefit only Phases 1 and 2 of the Condominium Project, shall be treated as and paid for as part of the Common Expenses, but shall only be assessed to and paid by the Owners of Condominium Units situate within Phases 1 and 2 of the Condominium Project, and the Owners of Condominium Units situate in Phase 3 of the Condominium Project shall have no obligation for the payment of such costs and expenses. Such costs and expenses shall be shared among the Owners of Condominium Units in Phases 1 and 2 of the Condominium Project according to the proportion which the number of square feet in each Condominium Unit in Phases 1 and 2 of the Condominium Project bears to the total number of square feet contained in all of the Condominium Units situate in Phases 1 and 2 of the Condominium Project (which square footages and percentages shall be conclusively determined by the Board)."

2. Section 32 of the Declaration, entitled "Recreational Facilities", is hereby deleted in its entirety and declared to be null, void and of no further force and effect, and in the place thereof, a new Section 32 is hereby added to and made a part of the Declaration as though originally set forth therein, providing as follows:

32. Recreational Facilities: The recreational facilities of the Project, which include an indoor-outdoor swimming pool, exercise room, sun room, saunas, steam rooms, and party room, shall be subject to any rules and regulations promulgated by the Association, and same shall be available for the use of all Owners in all phases of the Condominium Project and their Guests, subject to the right of the Association to establish fees and charges for the use of same. The Association may allow the general public to use said recreational facilities and collect an appropriate charge therefor."

3. Exhibit 3 attached to the Declaration is hereby deleted in its entirety and declared to be null, void and of no further force or effect, and in the place thereof, a new Exhibit 3, in the form of Exhibit 3 attached hereto and incorporated herein by reference, is hereby added to and made a part of the Declaration as though originally attached thereto and made a part thereof.

4. In all other respects, the Declaration shall be deemed to be and remain in full force and effect, unmodified hereby.

IN WITNESS WHEREOF, Declarant, Owners, Columbia and Chase have executed this Amendment as of the 18th day of August, 1980.

PLAZA ASSOCIATES, LTD.,  
a Colorado limited partnership  
By: LAFAYETTE ASSOCIATES, INC.,  
a Colorado corporation,  
General Partner

By: Charles P. Woods  
President

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

The foregoing instrument was acknowledged before me this 18th day of August, 1980, by Charles P. Woods, President of Lafayette Associates, Inc., a Colorado corporation, General Partner of Plaza Associates, Ltd., a Colorado limited partnership.

WITNESS my hand and official seal.

My commission expires: March 17, 1984.

[Signature]  
Notary Public

SECOND SUPPLEMENT  
TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF  
THE PLAZA DE MONACO TOWERS CONDOMINIUMS, PHASE NO. 1

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Plaza Associates, Ltd., a Colorado limited partnership, (hereinafter referred to as "Declarant"), has heretofore caused to be recorded in Book 2110 at Page 76, City and County of Denver, Colorado records, a Declaration of Covenants, Conditions and Restrictions of The Plaza De Monaco Towers Condominiums, Phase No. 1, as amended by Amendment recorded in Book 2229 at Page 165 (hereinafter referred to as the "Declaration"); and

WHEREAS, Declarant has heretofore submitted additional real property and improvements to the Condominium Project by that certain First Supplement to Declaration of Covenants, Conditions and Restrictions of The Plaza De Monaco Towers Condominiums, Phase No. 1, recorded in Book 2110 at Page 118 of the Denver County, Colorado records;

WHEREAS, Declarant is the owner of record of that certain real property and improvements described on Exhibit 1 attached hereto and incorporated herein by reference (hereinafter referred to as the "Phase No. 3 Property");

WHEREAS, in Section 33 of the Declaration, Declarant, for itself, its successors and assigns, expressly reserved the right to enlarge the Condominium Project by submitting thereto certain additional real property and improvements, of which the Phase No. 3 Property is a part; and

WHEREAS, Declarant wishes to additionally submit to the Condominium Project the Phase No. 3 Property, which property shall become subject to the jurisdiction of The Plaza De Monaco Towers Condominiums Association, Inc., a Colorado nonprofit corporation (hereinafter referred to as the "Association").

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 encompassing the Phase No. 3 Property and shall be a burden and a benefit to Declarant, its successors and assigns, and any person acquiring or owning an interest in The Plaza De Monaco Towers Condominiums, Phase No. 3, their grantees, successors, heirs, executors, administrators, devisees, or assigns.

1. General. The terms and provisions contained in this Second Supplement to Declaration of Covenants, Conditions and Restrictions of The Plaza De Monaco Towers Condominiums, Phase No. 1 (hereinafter referred to as the "Second Supplement") shall be in addition and supplemental to the terms and provisions contained in the Declaration. All terms and provisions of the Declaration, including all definitions, except those terms and provisions specifically modified herein, shall be applicable to the Phase No. 3 Property. Notwithstanding the foregoing, for the purposes of this Second Supplement the term "Project" wherever used in the Declaration shall be deemed to mean and refer to the "Phase No. 3 Property".

2. Division into Units. The Phase No. 3 Property is hereby divided into 80 Condominium Units, each consisting of a separate fee simple estate in a particular Unit and an appurtenant undivided fee simple interest in the General Common Elements. The undivided interest in the General Common Elements appurtenant to a particular Unit is as set forth on Exhibit 2 attached hereto and incorporated herein by reference. Each Owner of a Condominium Unit in the Phase No. 3 Property shall own his own appurtenant undivided interest in the General Common Elements in the Phase No. 3 Property, as a tenant in common with all other Owners of Condominium Units in the Phase No. 3 Property.

3. Map of The Plaza De Monaco Towers Condominiums, Phase No. 3. The Map of The Plaza De Monaco Towers Condominiums, Phase No. 3, depicting the location of each Unit in The Plaza De Monaco Towers Condominiums, Phase No. 3, both horizontally and vertically, together with such other information as is required by the provisions of Section 2 of the Declaration, shall be recorded prior to the first conveyance of any Condominium Unit situated in the Phase No. 3 Property (hereinafter referred to as the "Second Expansion Map").

4. Limited Common Elements. Subject to the definition thereof, the Limited Common Elements in the Phase No. 3 Property shall be identified herein or on the Second Expansion Map and designated as appurtenant to a particular Condominium Unit in the Phase No. 3 Property herein or on the Second Expansion Map or in a deed from Declarant. Any door, window, balcony, porch, patio or fireplace which is accessible from, associated with and/or which adjoin(s) a Unit in the Phase No. 3 Property and deck or yard areas and parking spaces identified as Limited Common Elements on the Second Expansion Map and designated as appurtenant to a particular Condominium Unit in the Phase No. 3 Property, shall, without further reference thereto, be used in connection with the Unit to which it is appurtenant to the exclusion of the use thereof by the other Owners of Condominium Units in the Condominium Project, except by invitation.

5. Description of Unit. After the Second Expansion Map and this Second Supplement have been filed for record in the office of the Clerk and Recorder of the City and County of Denver, State of Colorado, every contract, deed, lease, mortgage, deed of trust, will or other instrument shall legally describe a Condominium Unit created by this Second Supplement as follows:

Condominium Unit No. \_\_\_\_\_, Building \_\_\_\_\_, The Plaza De Monaco Towers Condominiums, Phase No. 3, in accordance with and subject to the Declaration of Covenants, Conditions and Restrictions of The Plaza De Monaco Towers Condominiums, Phase No. 1, recorded on February 22, 1980, in Book 2110 at Page 76, as amended by Amendment recorded on September 15, 1980 in Book 2229 at Page 165, and the Second Supplement to Declaration of Covenants, Conditions and Restrictions of The Plaza De Monaco Towers Condominiums, Phase No. 1, recorded on \_\_\_\_\_, 1980, in Book \_\_\_\_\_ at Page \_\_\_\_\_, and Map of The Plaza De Monaco Towers Condominiums, Phase No. 3, recorded on \_\_\_\_\_, 1980, in Book \_\_\_\_\_ at Page \_\_\_\_\_, City and County of Denver, Colorado records, together with the right to the exclusive use of parking space(s) no. \_\_\_\_\_.

Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect not only the Unit, but also the General Common Elements in the Phase No. 3 Property appurtenant thereto and the right to the use of the Limited Common Elements appurtenant thereto. Each such description shall be construed to include: a non-exclusive easement for ingress and egress throughout and for the use of the General Common Elements which are not Limited Common Elements in the Phase No. 3 Property; the right to the exclusive use of the appurtenant Limited Common Elements; and the other easements, obligations, limitations, rights, encumbrances, covenants, conditions and restrictions created in the Declaration and this Second Supplement.

6. Easements. Each Owner of a Condominium Unit in the Phase No. 3 Property shall have the perpetual non-exclusive right and easement together with all other Owners of Condominium Units in the Condominium Project to use all of the General Common Elements, open spaces, recreational facilities, grass and landscaping areas in the Condominium Project and all the other areas in the Condominium Project which are not specifically designated to the use of less than all of the Owners. This easement shall be in addition to those easements as set forth in the Declaration, shall be irrevocable and shall be for the purposes of ingress and egress, recreational and social use and shall apply to all of the real property hereinbefore and hereinafter submitted to the Condominium Project.

7. Recreational Facilities. There are no recreational facilities situate within the Phase No. 3 Property.

8. Damage, Destruction, Obsolescence and Condemnation. Sections 29 and 30 of the Declaration are hereby incorporated herein by reference as if restated in their entirety, deleting however, wherever same appears, the word "Project" and substituting in place thereof, the words "Phase No. 3 Property".

9. Responsibility for the Sharing of Common Expenses. Pursuant to Section 33(d) of the Declaration, the Common Expenses of the Condominium Project shall be proportionately shared by all of the Owners of Condominium Units in the Condominium Project according to the ratio which the square footage of each Owner's Unit in the Condominium Project, as determined by Declarant, bears to the total square footage of all Units in the Condominium Project, as determined by Declarant, subject to the provisions of Section 20(c) of the Declaration.

10. Miscellaneous.

a. Invalidity or unenforceability of any provision of this Second Supplement, in whole or in part, shall not affect the validity or enforceability of any other provision or any valid and enforceable part of any provision of this Second Supplement.

b. The provisions of this Second Supplement shall be in addition and supplemental to the Condominium Ownership Act of the State of Colorado and to all other provisions of law.

c. 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.

PLAZA ASSOCIATES, LTD.,  
a Colorado limited partnership  
By: LAFAYETTE ASSOCIATES, INC.,  
a Colorado corporation,  
General Partner

By: Charles P. Woods  
Charles P. Woods  
President

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

WITNESS my hand and official seal.

My commission expires: Aug. 8, 1982

Judy K. Fabry  
Notary Public



EXHIBIT 1

Legal Description

A parcel of land in Gaiser Holly Ridge, City and County of Denver, State of Colorado, more particularly described as follows:

Beginning at the southeast corner of Lot 20, Block 16, Gaiser Holly Ridge, the true point of beginning;  
thence west along the north line of Bates Avenue, a distance of 374.43 feet to a point;  
thence N 0°00'00" E, 20.34 feet to a point;  
thence N 45°05'40" E, 108.00 feet to a point;  
thence N 44°54'19" W, 40.50 feet to a point;  
thence N 0°01'45" W, 268.01 feet to a point;  
thence S 89°47'24.12" W, 48.33 feet to a point;  
thence N 0°00'00" W, 106.90 feet to a point;  
thence N 90°00'00" E, 375.00 feet to a point;  
thence S 0°00'00" E, 510.00 feet to the true point of beginning.

EXHIBIT 2

CONDOMINIUM UNIT	BUILDING	UNDIVIDED INTEREST IN THE GENERAL COMMON ELEMENTS
101	1	.0197
102	1	.0095
103	1	.0098
104	1	.0197
105	1	.0197
106	1	.0095
107	1	.0095
108	1	.0197
202	1	.0132
203	1	.0132
206	1	.0095
207	1	.0095
301	1	.0101
302	1	.0132
303	1	.0132
304	1	.0101
305	1	.0101
306	1	.0095
307	1	.0095
308	1	.0101
101	2	.0197
102	2	.0095
103	2	.0132
104	2	.0197
105	2	.0197
106	2	.0095
107	2	.0095
108	2	.0197
202	2	.0132
203	2	.0132

CONDOMINIUM UNIT	BUILDING	UNDIVIDED INTEREST IN THE GENERAL COMMON ELEMENTS
206	2	.0095
207	2	.0095
301	2	.0101
302	2	.0132
303	2	.0132
304	2	.0101
305	2	.0101
306	2	.0095
307	2	.0095
308	2	.0101
101	3	.0197
102	3	.0095
103	3	.0098
104	3	.0197
105	3	.0197
106	3	.0095
107	3	.0095
108	3	.0197
202	3	.0132
203	3	.0132
206	3	.0095
207	3	.0095
301	3	.0101
302	3	.0132
303	3	.0132
304	3	.0101
305	3	.0101
306	3	.0095
307	3	.0095
308	3	.0101
101	4	.0197
102	4	.0095

CONDOMINIUM UNIT	BUILDING	UNDIVIDED INTEREST IN THE GENERAL COMMON ELEMENTS
103	4	.0132
104	4	.0197
105	4	.0197
106	4	.0095
107	4	.0095
108	4	.0197
202	4	.0132
203	4	.0132
206	4	.0095
207	4	.0095
301	4	.0101
302	4	.0132
303	4	.0132
304	4	.0101
305	4	.0101
306	4	.0095
307	4	.0095
308	4	.0101

EXHIBIT 3

A parcel of land in Gaiser Holly Ridge, City and County of Denver, State of Colorado, more particularly described as follows:

Beginning at the southeast corner of Lot 20, Block 16, Gaiser Holly Ridge, thence West along the north line of Bates Avenue, a distance of 637.67 feet to a point;  
thence North along the east line of South Locust Street a distance of 165.62 feet to the true point of beginning;  
thence N 0°06'21" E along said line 209.38 feet to a point;  
thence N 90°00'00" E, 261.75 feet to a point;  
thence S 0°00'00" E, 106.90 feet to a point;  
thence N 89°47'24.12" E, 48.33 feet to a point;  
thence S 0°01'45" E, 158.61 feet to a point;  
thence N 89°58'15" W, 44.80 feet to a point;  
thence N 44°33'12" W, 73.68 feet to a point;  
thence S 45°26'48" W, 61.34 feet to a point;  
thence N 44°27'14" W, 64.83 feet to a point;  
thence N 89°53'39" W, 125.18 feet to the true point of beginning.

THE CHASE MANHATTAN BANK (N.A.)

By: [Signature]

STATE OF COLORADO )

CITY AND COUNTY OF DENVER )

SS.

The foregoing instrument was acknowledged before me  
this 21 day of August, 1980, by William H. Hager  
as First Vice President of The Chase Manhattan Bank (N.A.).

WITNESS my hand and official seal. JEANETTE LARSEN  
Notary Public, State of New York  
No. 24-4501853  
Qualified in Kings County  
Commission Expires March 30, 1981

My commission expires: \_\_\_\_\_

Jeanette Larsen  
Notary Public

March 9, 1982

I, James Mather, acting as the President of the Plaza de Monaco Condominiums Association, Inc., have received the following ORIGINAL RECORDED DOCUMENTS from Chandelle Properties, Inc:

1. Declaration of Covenants, Conditions and Restrictions of The Plaza de Monaco Towers Condominiums, Phase No. I, recorded; 1980 February 22, PM2.42.
2. Second Supplement to Declaration of Covenants, Conditions and Restrictions of The Plaza de Monaco Towers Condominiums, Phase No. I, recorded; 1980 November 20, AM 9:43.
3. Amendment to Declaration of Covenants, Conditions and Restrictions of The Plaza de Monaco Towers Condominiums, Phase No. I, recorded; 1980 September 15, PM 3:35
4. First Supplement to Declaration of Covenants, Conditions and Restrictions of The Plaza de Monaco Towers Condominiums, Phase No. I, recorded; 1980 February 22, PM 2:44.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Jim Mather, President

Chandelle Properties, Inc. 50 South Steele Street Suite 500 Denver Colorado 80209 303 393-0307

BYLAWS  
OF  
THE PLAZA De MONACO TOWERS CONDOMINIUMS ASSOCIATION, INC.

ARTICLE I

Object

1.01. Association. THE PLAZA De MONACO TOWERS CONDOMINIUMS ASSOCIATION, INC. (the "Association") is a nonprofit corporation organized under the Colorado Nonprofit Corporation Act.

1.02. Purpose. The purpose for which the Association is formed is to govern the condominium property situate in the City and County of Denver, State of Colorado, which is known as The Plaza De Monaco Towers Condominiums, hereinafter referred to as the "Condominium Project", and which property is subject to the provisions of the Condominium Ownership Act of the State of Colorado and to a recorded Condominium Map and Declaration of Covenants, Conditions and Restrictions of the Plaza De Monaco Towers Condominiums, Phase No. 1, hereinafter referred to as the "Project Declaration" or the "Declaration". Terms which are defined in the Declaration shall have the same meanings herein, unless otherwise defined herein. The word "member" or "members" as used in these Bylaws means and shall refer to Owner or Owners in the Condominium Project.

1.03. Owners Subject to Bylaws. All present or future Owners, tenants, future tenants, or any other person that might use in any manner the facilities of the Condominium Project are subject to the terms and provisions set forth in these Bylaws. The mere acquisition or rental of any of the Condominium Units, or the mere act of occupancy of any of said Condominium Units, will signify that these Bylaws are accepted, ratified and will be complied with.

ARTICLE II

Membership, Voting, Quorum, Proxies

2.01. Membership. Ownership of a Condominium Unit is required in order to qualify for membership in this Association. Any Person on becoming an Owner of a Condominium Unit in the Condominium Project shall automatically become a member of this Association and be subject to these Bylaws. Such membership shall terminate without any formal Association action whenever such Person ceases to own a Condominium Unit, but such termination shall not relieve or release any such former Owner from any liability or obligation to the Association or impair any rights or remedies which the Association may have against such former Owner arising out of or in any way connected with ownership of a Condominium Unit and membership in the Association. No certificates of stock shall be issued by the Association, but the Board of Directors may, if it so elects, issue membership cards to the Owners. Such membership card shall be surrendered to the Secretary whenever ownership of the Condominium Unit designated thereon shall terminate.

2.02. Voting. All members shall be entitled to vote on all matters, with one vote per Condominium Unit. If title to any Condominium Unit shall be held by two or more Persons, then each such Person shall be a member of this Association, provided however, that the voting rights of such Owners shall not be divided but shall be exercised as if the Owner consisted of



only one Person in accordance with the proxy or other designation made by the Persons constituting such Owner. The Declarant may exercise the voting rights with respect to Condominium Units owned by it. In no instance shall any Condominium Unit have more than one vote on any question or issue. Cumulative voting in the election of the Board of Directors shall not be permitted.

2.03. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of thirty percent of the votes entitled to be cast at such meeting shall constitute a quorum and an affirmative vote of a majority of those present at a meeting at which a quorum is in attendance shall be necessary to transact business and to adopt decisions binding on all Owners.

2.04. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. All proxies must be in writing and may be either general or for a particular meeting. A Proxy need not be an Owner.

### ARTICLE III

#### Meetings

3.01. Place of Meeting. Meetings of the Association shall be held at such place within the State of Colorado as the Board of Directors may determine.

3.02. Annual Meetings. The annual meetings of the Association shall be held each year on such date as shall be selected by the Board of Directors, provided that such meeting shall occur in each year no later than six months after the end of the Association's fiscal year. The first annual meeting shall be called by the initial Board of Directors of the Association. At such meetings, the Owners may transact such business of the Association as may properly come before the meeting. At each annual meeting, members of the Board of Directors shall be elected from among the Owners. The Association shall adopt a procedure whereby all terms of such Board members do not expire at the same time. At least one-third of such terms will expire annually. Notwithstanding anything to the contrary provided for herein, however, until the Declarant has conveyed 100% of the Condominium Units in the Condominium Project or December 31, 1984, whichever first occurs, the members of the Board of Directors of the Association shall be appointed by Declarant, its successors or assigns, unless such right is relinquished earlier.

3.03. Special Meetings. It shall be the duty of the President to call a special meeting of the Association as required by the President, a resolution of the Board of Directors or by petition of Owners representing an aggregate ownership interest of at least twenty-five percent (25%) of the General Common Elements in the Condominium Project. The notice of any such special meeting shall state the time and place of such meeting and the specific purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless upon the consent of Owners representing an aggregate ownership interest of at least fifty percent (50%) of the General Common Elements in the Condominium Project. Any such meeting shall be held within thirty (30) days after receipt by the President of such resolution or petition.

3.04. Notice of Meetings. It shall be the duty of the Secretary to hand-deliver or to mail, by regular United States mail, a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each Owner. A waiver of notice, signed by all Owners before, at or after any meeting shall be a valid substitute for notice. The certificate of the Secretary that notice was properly given as provided in these Bylaws shall be prima facie evidence thereof.

3.05. Adjourned Meetings. If any meeting of Owners cannot be convened because a quorum has not attended or if the business of the meeting cannot be concluded, the Owners who are present, either in person or by proxy, may adjourn the meeting from time to time for periods of no longer than one week until a quorum is obtained or until a conclusion can be reached. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

3.06. Order of Business. The order of business at all meetings of the Owners shall be as follows:

- (a) Roll call;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of minutes;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of Directors (annual meetings only);
- (g) Unfinished business;
- (h) New business.

3.07. Rules of Meetings. The Board may prescribe reasonable rules for the conduct of all meetings of the Board and Owners and in the absence of such rules, Robert's Rules of Order shall be used.

#### ARTICLE IV

##### Board of Directors

4.01. Association Responsibilities. The Owners will constitute the Association, who will have the responsibility of administering the Condominium Project through a Board of Directors. In the event of any dispute or disagreement between any Owners relating to the Condominium Project, or any questions of interpretation or application of the provisions of the Declaration or Bylaws, such dispute or disagreement shall be submitted to the Board. The determination of such dispute or disagreement by the Board shall be binding on each and all such Owners, subject to the right of Owners to seek other remedies provided by law after such determination by the Board.

4.02. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of three persons from among the Owners. In the case of Declarant or other corporate or partnership Owners, the officers, directors, employees, partners or agents of such entities may be members of the Board. The number of directors may be increased or decreased by amendment of these Bylaws; provided however, that the number of directors shall not be reduced to less than three nor increased to more than nine. Until the first meeting of the Association, the Board of Directors shall consist of those individuals named as such in the Articles of Incorporation of the Association.

4.03. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a first class residential condominium project. The Board of Directors may do all such acts and things as are not by law, the Articles, these Bylaws or the Project Declaration either prohibited or directed to be exercised and done by the Owners.

4.04. Other Powers and Duties. The Board of Directors shall be empowered and shall have the duties as follows:

(a) to administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Project Declaration and in the Articles and these Bylaws;

(b) to establish, make and enforce compliance with such reasonable rules and regulations as may be necessary for the operation, use and occupancy of the Condominium Project and the Common Elements with the right to amend same from time to time. A copy of such rules and regulations shall be delivered or mailed to each Owner promptly upon the adoption thereof;

(c) to keep in good order, condition and repair all of the Common Elements and all items of personal property, if any, used in the enjoyment of the entire Condominium Project;

(d) to obtain and maintain to the extent obtainable all policies of insurance required by the Project Declaration;

(e) to periodically fix, determine, levy and collect the prorated assessments to be paid by each of the Owners towards the Common Expenses of the Association and to adjust, decrease or increase the amount of the assessments, refund any excess assessments to the Owners or to credit any excess of assessments over expenses and cash reserves to the Owners against the next succeeding assessment period; to levy and collect special assessments whenever in the opinion of the Board it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. All special assessments shall be in statement form and shall set forth in detail the various expenses for which the assessments are being made;

(f) to impose penalties and collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner as is provided in the Project Declaration and these Bylaws;

(g) to protect and defend the Condominium Project from loss and damage by suit or otherwise;

(h) to borrow funds and to give security therefor in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Project Declaration or these Bylaws and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary or desirable;

(i) to enter into contracts within the scope of their duties and powers, provided however, that any agreement for professional management of the Condominium Project, or any other contract providing for services of the Declarant may not exceed three (3) years, and any such agreement must provide for

termination by either party without cause and without payment of a termination fee on no more than ninety (90) days' written notice;

(j) to establish bank accounts which are interest bearing or non-interest bearing, as may be deemed advisable by the Board of Directors;

(k) to keep and maintain detailed, full and accurate books and records showing in chronological order all of the receipts, expenses or disbursements pursuant to appropriate specificity and itemization and to permit inspection thereof as is provided in the Project Declaration, and, upon the vote of Owners representing an aggregate ownership interest of at least 51% of the General Common Elements in the Condominium Project, to cause a complete audit to be made of the books and records by a competent certified public accountant;

(l) to prepare and deliver annually to each Owner a statement showing all receipts, expenses or disbursements since the last such statement;

(m) to designate and remove the personnel necessary for the operation, maintenance, repair and replacement of the Common Elements;

(n) to suspend the voting rights of an Owner for failure to comply with these Bylaws or the rules and regulations of the Association or with any other obligations of the Owners pursuant to the Project Declaration; and

(o) in general, to carry on the administration of the Association and to do all of those things necessary and/or desirable in order to carry out the governing and operating of the Condominium Project.

4.05. Managing Agent. The Board of Directors may employ for the Association a Managing Agent (at a compensation established by the Board of Directors), to perform such duties and services as it shall authorize. The Board of Directors may delegate any of the powers and duties granted to it but, notwithstanding such delegation, shall not be relieved of its responsibility under the Project Declaration, the Articles or these Bylaws.

4.06. Election and Term of Office. Members of the Board of Directors shall be elected by a majority or plurality, as appropriate, of the Owners voting at the annual meeting of the members of the Association; the term of one director of the Board shall be for one year, the term of one director of the Board shall be for two years and the term of one director of the Board shall be for three years and thereafter until such director's successor is duly elected and qualified, unless such director is removed in the manner hereinafter provided. At each annual meeting the members shall elect the same number of directors whose terms are expiring at the time of each election for the like term of that of the director whose term has expired.

4.07. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be fulfilled by election by the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be a director until a successor is duly elected and qualified at the next annual meeting of the Association.

4.08. Removal of Directors. At any annual or special meeting of the Association, duly called, any one or more of the directors may be removed for cause by the vote of Owners representing an aggregate ownership interest of at least 51% of the General Common Elements in the Condominium Project, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

4.09. Organizational Meeting. The first meeting of a newly elected Board of Directors shall be held within thirty days of such election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order to convene such meeting, providing a majority of the new Board shall be present at such election meeting.

4.10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors, but at least two such meetings shall be held each year. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

4.11. Special Meetings. Special meetings of the Board of Directors may be called by the President, on his own initiative, on three (3) days' notice to each director, given personally, or by mail, telephone or telegraph, which notice shall set forth the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on receipt of a written request to call such a special meeting from at least two (2) directors.

4.12. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.13. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time for periods of no longer than one week until a quorum is obtained or until a conclusion can be reached. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.14. Compensation; Fidelity Bonds. The members of the Board of Directors shall serve without salary or compensation. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

## ARTICLE V

### Officers

5.01. Designation. The officers of the Association shall be a President, a Vice President or Vice Presidents, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. Further, the Board of Directors may, in its discretion, elect an Assistant Secretary and/or an Assistant Treasurer.

5.02. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board. All officers, except the initial officers, must be members of the Association and the President must be elected from among the Board of Directors. One person may hold concurrently the office of Vice President and Secretary or Vice President and Treasurer or Secretary and Treasurer, but the President shall serve only in the office of President.

5.03. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

5.04. President. The President shall be elected from among the Board of Directors and shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the president of a non-profit corporation, including, but not limited to, the power to appoint committees from among the members from time to time as may be deemed appropriate to assist in the conduct of the affairs of the Association or as may be established by the Board or by the members of the Association at any regular or special meetings.

5.05. Vice President. The Vice President shall have all of the powers and authority and perform all the functions and duties of the President, in the absence of the President or in the President's inability for any reason to exercise such powers and functions or perform such duties.

5.06. Secretary. The Secretary shall keep the minutes of all the meetings of the Board of Directors and the minutes of all meetings of the Association; the Secretary shall have charge of such books and papers as the Board of Directors may direct; and shall, in general perform all the duties incident to the office of Secretary. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of members and their last-known addresses as shown on the records of the Association. Such list shall also show opposite each member's name the number or other appropriate designation of the Condominium Unit owned by such member, the ownership interest in the General Common Elements attributable thereto and a description of the Limited Common Elements assigned for exclusive use in connection with such Condominium Unit. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the Secretary.

5.07. Treasurer. The Treasurer shall have responsibility for Association funds, shall keep the financial records and books of account of the Association and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. Assistant treasurers, if any, shall have the same duties and powers, subject to supervision by the Treasurer.

## ARTICLE VI

### Indemnification and Non-Liability

6.01. Indemnification. The Association shall indemnify every director and officer and the Declarant, and their heirs, executors, administrators, successors and assigns against all loss, costs and expense, including counsel fees, reasonably incurred in connection with any action, suit or proceeding to which such person may be made a party by reason of being or having been a director or officer of the Association, except as to matters as to which such person shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or fraud in the performance of his duty as such director or officer in relation to the matter involved.

The foregoing rights shall not be exclusive of other rights to which such director or officer may be entitled. All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as Common Expenses. Nothing contained in this Section 6.01 shall, however, be deemed to obligate the Association to indemnify any Owner who is or has been a director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred as an Owner under or by virtue of the Project Declaration, or his ownership of a Condominium Unit, as distinguished from his conduct and activities as an officer or director of the Association.

6.02. Non-Liability of the Directors, Board, Officers and Declarant. Neither the directors, Board or officers of the Association, nor Declarant shall be personally liable to the Owners for any mistake or judgment or for any acts or omissions of any nature whatsoever as such directors, Board, officers, or Declarant, except for any acts or omissions found by a court to constitute gross negligence or fraud.

## ARTICLE VII

### Amendments

7.01. Bylaws. These Bylaws may be amended by action or approval of Owners representing an aggregate ownership interest of at least seventy-five percent (75%) of the General Common Elements in the Condominium Project and any notice of any meeting therefor shall specify the nature and text of any proposed amendment or amendments, provided that these Bylaws shall at all times comply with the provisions of Colo. Rev. Stat. Ann. § 38-33-106 (1973, as amended).

## ARTICLE VIII

### Miscellaneous

8.01. Notice to Association. Every Owner shall timely notify the Association of the name and address of any Mortgagee, purchaser, transferee or lessee of his Condominium Unit. The Association shall maintain such information at the office of the Association.

8.02. Proof of Ownership. Except for those Owners who initially purchase a Condominium Unit from Declarant, every Person becoming an Owner shall immediately furnish to the Board of Directors a photocopy or a certified copy of the recorded instrument vesting in that Person such ownership, which instrument shall remain in the files of the Association. A member shall not be deemed to be in good standing nor shall he be entitled to vote at any annual or special meeting of members unless this requirement is first met.

8.03. Compliance. These Bylaws are intended to comply with the requirements of the Colorado Condominium Ownership Act. If any provisions of these Bylaws conflict with the provisions of said Act, as said Act may be amended, it is hereby agreed that the provisions of such Act will apply.

8.04. Character of Association. This Association is not organized for profit. No member, member of the Board of Directors, officer or Person for whom the Association may receive any property or funds shall receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of, any of the Board of Directors, officers or members, except upon a dissolution of the Association, provided, however, (1) that reasonable compensation may be paid to any member, manager, director, or officer while acting as an agent or employee of the Association for service rendered in effecting one or more of the purposes of the Association, and (2) that any member, manager, director, or officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

8.05. Conveyances and Encumbrances. Corporate property may be purchased, conveyed or encumbered for security of monies borrowed by authority of the Association and/or the Board of Directors. Conveyance or encumbrances shall be by instrument executed by the President or Vice President and by the Secretary or the Treasurer or an Assistant Secretary or an Assistant Treasurer, or executed by such other Person or Persons to whom such authority may be delegated by the Board.

8.06. Inspection of Records. Any Owner or first Mortgagee may, pursuant to Colo. Rev. Stat. Ann. § 38-33-107 (1973, as amended), inspect the Association's records of receipts and expenditures at any reasonable time during convenient weekday business hours, and, upon ten days' notice to the Board of Directors or Managing Agent, if any, and upon payment of a reasonable fee, not to exceed Twenty Dollars, any Owner or first Mortgagee of such Owner shall be furnished a statement of account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.



IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 19<sup>th</sup> day of March, 1980.

BOARD OF DIRECTORS:

Judy Fabry  
Judy Fabry

A. J. Dietsch  
A. J. Dietsch

Charles P. Woods  
Charles P. Woods

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Secretary of the corporation does hereby certify that the above and foregoing Bylaws were duly adopted by the Directors of said corporation as the Bylaws of said corporation on the 19<sup>th</sup> day of March, 1980, and that they do now constitute the Bylaws of said corporation.

Judy K. Fabry  
Secretary