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City & County Of Denver DEL

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***AMENDED, RESTATED
AND CONSOLIDATED
DECLARATION
OF THE
MORNINGSIDE CONDOMINIUMS***



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*AMENDED, RESTATED
AND CONSOLIDATED DECLARATION
OF THE
MORNINGSIDE CONDOMINIUMS*

THIS DECLARATION is made on the date hereinafter set forth by Morningside Homeowners Association, Inc.

RECITALS

A. Declarant, Fulenwider Construction Co., a Colorado Corporation, recorded that certain Condominium Declaration for Morningside on March 7, 1973 at Reception Number 024513, in the Office of the Clerk and Recorder for the City and County of Denver, State of Colorado (the "Original Declaration"), subjecting the real estate described therein to the terms and conditions of the Original Declaration.

B. The Original Declaration was amended or supplemented by the following:

1. First Supplement to Condominium Declaration for Morningside Condominiums, recorded in the real property records of the City and County of Denver on June 29, 1973 in Book 722 at Page 78.
2. Second Supplement to Condominium Declaration for Morningside Condominiums, recorded in the real property records of the City and County of Denver on November 7, 1973, in Book 792 at Page 56.
3. Amendment to Second Supplement to Condominium Declaration for Morningside Condominiums recorded in the real property records of the City and County of Denver on December 13, 1973 in Book 808 at Page 692.
4. Third Supplement to Condominium Declaration for Morningside Condominiums recorded in the real property records of the City and County of Denver on May 21, 1974 in Book 883 at Page 636.
5. Amendment to Third Supplement to Condominium Declaration for Morningside Condominiums recorded in the real property records of the City and County of Denver on October 29, 1974 in Book 965 at Page 192.
6. Fourth Supplement to Condominium Declaration for Morningside Condominiums recorded in the real property records of the City and County of Denver on January 20, 1975 in Book 1000 at Page 596.

7. Fifth Supplement to Condominium Declaration for Morningside Condominiums recorded in the real property records of the City and County of Denver on July 7, 1976 in Book 1278 at Page 623.

8. Amendment to Fifth Supplement to Condominium Declaration for Morningside Condominiums recorded in the real property records of the City and County of Denver on July 26, 1976 in Book 1290 at Page 695.

9. Sixth Supplement to Condominium Declaration for Morningside Condominiums recorded in the real property records of the City and County of Denver on June 15, 1977 in Book 1458 at Page 234.

10. Seventh Supplement to Condominium Declaration for Morningside Condominiums recorded in the real property records of the City and County of Denver on March 13, 1978 in Book 1618 at Page 485.

11. Eighth Supplement to Condominium Declaration for Morningside Condominiums recorded in the real property records of the City and County of Denver on July 28, 1978 in book 1714 at Page 419.

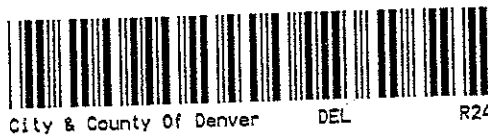
12. Ninth Supplement to Condominium Declaration for Morningside Condominiums recorded in the real property records of the City and County of Denver on December 27, 1978 in Book 1820 at Page 121.

13. Amendment to Ninth Supplement to Condominium Declaration for Morningside Condominiums recorded in the real property records of the City and County of Denver on March 26, 1979 in Book 1876 at Page 297.

C. As amended and supplemented, the Original Declaration is referred to as the "Initial Declaration."

D. The Owners and Association desire to amend and restate all provisions of the Initial Declaration and to consolidate all of the allocated interests set forth on the Initial Declaration by virtue of this Amended, Restated and Consolidated Declaration of the Morningside Condominiums ("Declaration"), and intend, upon the recording of this Declaration, that the Initial Declaration shall be superseded and replaced by this Declaration.

E. On February 13, 2003, the District Court for the City and County of Denver, Colorado granted the Association's Petition for Approval of the Amended, Restated and Consolidated Declaration pursuant to the requirements of C.R.S. §38-33.3-217(7). The Court found that the Association filed a petition for approval of the Declaration with the Court which was not objected to by: (i) Owners representing more than thirty-three percent (33%) of the undivided interest in the Common Elements, (ii) thirty-three percent (33%) of the first mortgagees, (iii) the Declarant, (iv) the Federal Housing Administration ("FHA"), or (v) the Veteran's Administration ("VA"). The Court also found that the Declaration did not terminate the Original Declaration and that the Declaration did not alter the allocated interests of the



Owners within the Association. A copy of this Order is attached and incorporated by reference as Exhibit "B" hereto.

F. Pursuant to C.R.S. §38-33.3-217(7), upon recordation of the Declaration and the Court Order approving the Declaration, the Declaration, as amended, shall be effective as if all of the approval requirements set forth in the Initial Declaration were met.

NOW THEREFORE, the Initial Declaration is amended and restated as follows:

ARTICLE 1

SUBMISSION/DEFINED TERMS

Section 1.1 Submission of Real Estate. The Declarant previously submitted the real estate described in the Initial Declaration, together with all easements, rights, and appurtenances thereto and the buildings and improvements erected thereon (collectively, the "Real Estate"), to the provisions of the Initial Declaration. The Real Estate is confirmed to be subject to the terms of this Declaration, as an amendment restatement and consolidation of the Initial Declaration. Further, the Real Estate is also subject to the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, *et seq.*, as applicable to common interest communities created prior to July 1, 1992 or as expressly adopted by this Declaration, as it may be amended from time-to-time (the "Act"). In the event the Act is repealed, the Act on the effective date of this Declaration shall remain applicable. All of the Real Estate shall be held or sold, and conveyed subject to the easements, restrictions, covenants, and conditions of this Declaration. This Declaration is made for the purpose of protecting the value and desirability of the Real Estate, this Declaration shall run with the Real Estate and shall be binding on all parties having any right, title or interest in the Real Estate or any part thereof, their heirs, legal representatives, successors, and assigns and shall inure to the benefit of each Unit Owner thereof.

Section 1.2 Defined Terms. Each capitalized term in this Declaration or in the condominium maps shall have the meaning specified or as used in the Act, unless otherwise defined in this Declaration:

(a) "Act" shall mean the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, *et seq.*, as it may be amended from time to time, as applicable to common interest communities created prior to July 1, 1992, or as expressly adopted by this Declaration.

(b) "Assessment" or "Common Expense Assessment" shall include all common expense assessments, insurance assessments, utility assessments, and any other expense levied to a Unit pursuant to this Declaration or the Act.

(c) "Association" shall mean the Morningside Homeowners Association, Inc., a Colorado nonprofit corporation, and its successors.

(d) "Betterments" shall mean installations within or upon a Unit, beyond the finishes and improvements of the original, non-upgraded construction.

(e) "Common Elements" shall mean the Real Estate within this Condominium Community other than the Units, which portion of the Real Estate shall be co-owned by the Owners and shall be as designated in a recorded map and/or in this Declaration.

(f) "Common Expense" shall mean any expenditure made a liability received by or on behalf of the Association, together with any allocations to reserves.

(g) "Community" shall mean and refer to the Morningside Condominium Community, also known as the Morningside Condominiums, which Condominium Community is a Condominium Community as defined in the Act and which Condominium Community is also a Common Interest Community as defined in the Act.

(h) "Eligible Holder" shall mean a holder, insurer or guarantor of a first lien interest who has delivered a written request to the Association containing its name, address, the legal description and the address of the Unit upon which it holds a security interest.

(i) "Executive Board," "Board" or "Board of Directors" shall mean the body, regardless of name, designated in this Declaration to act on behalf of the Association.

(j) "Governing Documents" shall mean this Declaration, the plat, all of the condominium maps, the Articles of Incorporation, the Bylaws, and any Rules and Regulations of the Association, as all of the foregoing may be amended from time-to-time.

(k) "Improvement(s)" shall mean structures installed within or upon a Unit at the time of completion of the original construction of the Unit, exclusive of original builder installed Betterments and Upgrades.

(l) "Limited Common Elements" shall mean those portions of the Common Elements, if any, designated for the exclusive use of one or more but fewer than all of the Units, including lanais, storage areas and certain parking areas.

(m) "Real Estate" shall mean the property described in the Initial Declaration, together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon.

(n) "Rules and Regulations" shall mean any instruments, however denominated, which are adopted by the Association for the regulation and management of the Community, including any amendment to those instruments.

(o) "Unit" shall mean a physical portion of the Community, designated for separate ownership, shown as a Unit on any recorded condominium map for the Community, the boundaries of which are defined in the map and in this Declaration.

(p) "Unit Owner" or "Owner" shall mean any person or entity that owns a Unit.

(q) "Upgrades" shall mean installations within or upon a Unit, beyond the finishes and improvements of the original, non-upgraded construction.

ARTICLE 2

NAMES/DESCRIPTION OF REAL ESTATE

Section 2.1 Name and Type. The type of Common Interest Community is a Condominium Community. The name of the Condominium Community is "Morningside." The Community is also known as the "Morningside Condominiums." The name of the Association is the "Morningside Homeowners Association, Inc." The Condominium Community is located in the City and County of Denver, State of Colorado.

Section 2.2 Utility, Map, Plat and Act Easements. Easements for utilities and other purposes over and across the Units and Common Elements may be as shown upon a recorded plat and on the recorded map of the Condominium Community, and as may be established pursuant to the provisions of this Declaration, or granted by authority reserved in any recorded document or by the Act.

Section 2.3 Easements for the Executive Board and Unit Owners. Each Unit shall be subject to an easement in favor of the Executive Board (including its agents, employees and contractors) and to each Unit Owner to allow for their performance of obligations in this Declaration. On exercising this easement right, the party exercising the right shall be responsible for any resulting damages, and a lien therefore is authorized and established against that party's property, pursuant to this Declaration. Notwithstanding the foregoing, the Executive Board, including its agents, employees and contractors, shall provide a Unit Owner reasonable notice before entering a Unit to perform routine maintenance. Notice is not required in the event of an emergency. Failure to provide such notice shall not subject the Executive Board, its agents, employees and contractors, to any liability based upon failure to provide notice.

Section 2.4 Emergency Easements. A nonexclusive 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 Community, to enter upon any part of the Condominium Community in the performance of their duties.

ARTICLE 3

THE ASSOCIATION

Section 3.1 Membership. Every person who is a record Unit Owner of a fee interest in any Unit which is subject to this Declaration is and shall be a "Member" of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Ownership of such Unit shall be the sole qualification for such membership. Where more than one person holds an interest in any Unit, all such persons shall be Members.

Section 3.2 General Purposes and Powers of the Association. The Association, through its Executive Board, shall perform functions and manage the Condominium Community as provided in this Declaration so as to protect the value and desirability of the Condominium Community and the Units and to further the interests of the residents, occupants, tenants and guests of the Condominium Community and members of the Association. Any purchaser of a Unit shall be deemed to have assented to, ratified and approved such designation and management. The Association shall have all power necessary or desirable to effectuate such purposes.

Section 3.3 Authority of the Association. The business affairs of the Condominium Community shall be managed by the Association. The Association shall be governed by the applicable provisions of the Act, this Declaration, the condominium maps, its Articles of Incorporation and Bylaws, and any Rules and Regulations adopted by the Executive Board. The Executive Board may, by written resolution, delegate authority to a manager or managing agent for the Association, provided no such delegation shall relieve the Board of final responsibility.

Section 3.4 Specific Powers. The Association shall have the powers, authority and duties as necessary and proper to manage the business and affairs of the Condominium Community. The Association shall have all of the powers, authority and duties permitted or set forth in the Act, including the right to purchase any Unit. The Association shall have the power to assign its right to future income, including the right to assign its right to receive Common Expense Assessments, but only upon the affirmative vote of a majority of all of the Unit Owners.

Section 3.5 Allocated Interests/Restriction on Changes in Size of Units. The ownership interest, Common Expense liability and votes in the Association allocated to each Unit are set as follows:

- (a) the undivided interest in Common Elements associated with each residential building, as set forth in Exhibit A;
- (b) the undivided interest in the Common Elements associated with the Recreational Building, as set forth in Exhibit A;
- (c) the percentage of liability for Common Expenses, as set forth in Exhibit A; and

(d) one (1) vote per Unit, for a total of four hundred thirty-four (434) votes in the Association.

No Unit shall be increased or decreased by size.

Section 3.6 Association Agreements. Any agreement for professional management of the Condominium Community may not exceed one (1) year. Any such agreement must provide for termination by either party without cause and without payment of a termination fee or penalty upon thirty (30) days' written notice.

Section 3.7 Indemnification. To the full extent permitted by law, each officer and director of the Association shall be and hereby are indemnified by the Unit Owners and the Association against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon them in any proceeding to which they may be a party, or in which they may become involved, by reason of being or having been an officer or director of the Association, or any settlements thereof, whether or not they are an officer or director of the Association at the time such expenses are incurred; except in such cases wherein such officer or director is adjudged guilty of willful misconduct or wrongdoing in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Executive Board approves such settlement and reimbursement as being in the best interests of the Association.

ARTICLE 4 UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 4.1 Number of Units. The number of Units initially included in the Condominium Community is four hundred thirty-four (434).

Section 4.2 Identification of Units/Unit Descriptions. The identification of each Unit is shown on the condominium maps. Every contract for sale, deed, lease, security interest, will or other legal instrument shall legally describe a Unit by its identifying lot number, followed by the name of the Community, with reference to the map and the Declaration. Reference to the Declaration and a condominium map in any instrument shall be deemed to include any supplement(s) or amendment(s) to the Declaration and condominium maps, without specific references thereto.

Section 4.3 Unit Boundaries.

(a) The following are designated as boundaries of each Unit, as defined below and as depicted on the map:



(i) Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceilings, extended to an intersection with the vertical perimeter boundaries. Space above ceilings to which access is needed for repair and maintenance of the Unit and Common Elements above the Unit are Limited Common Elements to the Unit.

(ii) Lower Boundaries. The horizontal plane of the undecorated or unfinished upper surfaces of the floors, extended to an intersection with the vertical perimeter boundaries.

(iii) Vertical Perimeter Boundaries. The planes defined by the interior unfinished surface of all perimeter walls, the exterior unfinished surface of doors to the Common Elements, the exterior surface of closed exterior windows and doors of a Unit, and the vertical planes indicated by boundary lines as shown on the plat or map.

(b) Inclusions. Each Unit includes the spaces, bathroom and kitchen fixtures, air conditioning equipment (wherever located), and Improvements, Betterments and Upgrades lying within the boundaries described above (excluding lanais) as depicted on the map. Except when specifically excluded by other provisions of this Declaration or by a condominium map, each Unit includes the portions of all electrical switches, wiring, pipes, ducts, conduits, smoke detector or security systems and communications, television, telephone and electrical receptacles and boxes serving that Unit exclusively and lying within the upper, lower, and vertical perimeter boundaries described above.

(c) Exclusions. Except when specifically included by other provisions of this Declaration or by a condominium map, the following are excluded from each Unit: lanais, the spaces and improvements lying outside the upper, lower, and vertical perimeter boundaries described above, support walls, the exterior finished surface of the building in which Units are located, building entry foyers, all heating system components wherever located including, without limitation, thermostats, control valves, pipes, radiators, and baseboard housings serving Units exclusively, and any chutes, pipes, flues, ducts, wires, conduits, and other facilities running through or within any interior wall or partition for the purpose of furnishing utility and other service to other Units and the Common Elements.

Section 4.4 Units to be Maintained. Unit Owners are responsible for the maintenance, repair and replacement of the improvements and properties located within their Unit boundaries which are not specifically the obligation of the Association to maintain, replace and keep in good repair, including Betterments and Upgrades. Owner responsibilities include drywall to the extent drywall adjoins a vertical perimeter boundary of a Unit. Owner responsibilities also include exterior windows, entry doors, lanai windows and lanai doors and associated screens. Each Unit and lanai, at all times, shall be kept in a clean, sightly, and sanitary condition by the Unit Owner. No bicycles, kayaks, sport or recreational equipment, trash, litter, junk boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed upon or within any Unit so that the same are visible from any neighboring Unit, or any



street. The Association, and its agents, shall have the authority to enter, replace, maintain, repair and clean up Units which do not conform to the provisions of this Section, and to charge and collect from the Unit Owners thereof all reasonable costs related thereto as an Assessment under this Declaration.

Section 4.5 Lanais and Lanai Maintenance. Lanais, which are Limited Common Elements exclusively serving individual Units, shall be maintained, repaired, replaced and improved by the Association. Unit Owners shall be responsible for the maintenance, repair, replacement and improvement of lanai doors, windows and screens. Lanai doors may not be removed by a Unit Owner or resident. Should a Unit Owner enclose or otherwise customize their lanai without prior written permission, the Association may, within the time frame allowed by law, require the then Unit Owner to restore the lanai to its original condition and/or, the Association may require the Unit Owner to then be responsible for the maintenance, repair, replacement and improvement of the lanai, to the substantially same standard as which the Association maintains, repairs, replaces and improves lanais that are subject to the Association's maintenance responsibilities.

Section 4.6 Association Maintenance. The Association shall be responsible for:

- (a) the improvement, maintenance, repair, upkeep and reconstruction, and replacement of the Common Elements and of the Limited Common Elements (excluding lanai windows, lanai doors and all associated screens);
- (b) the maintenance, repair and replacement of lanai structures and railings;
- (c) the improvement, maintenance, repair, upkeep, reconstruction, replacement and operation of the main water and sewer lines which serve more than one Unit;
- (d) the maintenance, repair, and replacement of certain designated perimeter fences and perimeter landscaping;
- (e) the maintenance, repairs, upkeep, reconstruction and replacement of the storm drainage channels, water quality measures and storm sewers constructed as part of the Community, unless an agreement with a governmental authority provides otherwise;
- (f) the payment of expenses which may be incurred by virtue of maintenance, repair or replacement as set forth on the recorded plat and final development plan, agreement with or requirement of any local governmental authority, the City and County of Denver or other government authorities; and
- (g) operational expenses of the Association.

The Executive Board of the Association shall have the right to determine the specifications, scope, extent, nature and parameters of the Association's maintenance responsibilities, but not less than that designated in subparagraphs (a) through (g) of this Section.

Section 4.7 Approval Required for Costly Capital Additions or Alterations. Unless required by law, and except in the event of an emergency, there shall be no capital additions, alterations or improvements by the Association in any one (1) calendar year of or to the Common Elements or Limited Common Elements requiring an expenditure in excess of Fifty Thousand Dollars (\$50,000), increased by a compounded two percent (2%) per year since the year 2000, without the prior approval of a majority of all of the Unit Owners. Such approval is not required for expenditures toward maintenance, repair, upkeep, or necessary reconstruction and replacement of Common Elements or Limited Common Elements.

Section 4.8 Common Elements. The Real Estate described in the condominium maps as Common Elements are the Common Elements.

Section 4.9 Limited Common Elements.

(a) In the event a Common Expense is associated with the maintenance, repair or replacement of a Limited Common Element, that Common Expense shall not be assessed against the Unit or Units to which the Limited Common Element is assigned.

(b) The following portions of the Common Elements are examples of Limited Common Elements assigned to the Units as stated:

(i) If a chute, flue, pipe, duct, wire, conduit, bearing wall, bearing column or other fixture lies partially within and partially outside the designated boundaries of a Unit, the portion serving only the Unit is a Limited Common Element, allocated solely to the Unit, the use of which is limited to that Unit and any portion serving more than one Unit is a Limited Common Element to those Units and any portion serving only the Common Elements is a part of the Common Elements.

(ii) Designated or assigned parking spaces and storage lockers within the vertical perimeter boundaries of each building containing Units.

Section 4.10 Division and Combination of Units. No Unit Owner shall be permitted to subdivide a Unit or to combine Units.

Section 4.11 Unit Owners' Easements of Enjoyment. Every Unit Owner shall have a right and easement access to their Unit and of enjoyment in and to any Common Elements and such easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(a) The right of the Association to promulgate and publish rules and regulations with which each Unit Owner and their tenants, invitees, licensees and guests shall strictly comply.



(b) The right of the Association to suspend the voting rights and rights to use the Common Elements by a Unit Owner for any period during which any Assessment against their Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations.

(c) The right, power and authority of the Association to grant any easement, right-of-way, license, lease, dedication, transfer or conveyance or grant of any similar interest affecting the Common Elements, to the extent permitted by the Act.

(d) The right of the Association to close or limit the use of the Common Elements while maintaining, repairing and making replacements in the Common Elements.

Section 4.12 Delegation of Use. Any Unit Owner may delegate their right of enjoyment to the Common Elements and facilities to the members of their family, their tenants, guests, or contract purchasers who reside at their Unit, and must abide by all current Rules and Regulations.

ARTICLE 5

COVENANT FOR COMMON EXPENSE ASSESSMENTS

Section 5.1 Creation of Association Lien and Personal Obligation to Pay Common Expense Assessments. Each Unit Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual Common Expense Assessments, insurance Assessments (assessed in proportion to risk); utility Assessments (assessed in proportion to usage), and such other Assessments as imposed by the Association. Such Assessments, including fees, charges, late charges, attorney fees, fines and interest charged by the Association shall be the personal obligation of the Unit Owner of such Unit at the time when the Assessment or other charges became or fell due. The Association annual Common Expense Assessments and such other Assessments as imposed by the Association, including fees, charges, late charges, attorney fees, fines and interest charged by the Association, shall be a charge on each Unit and shall be a continuing lien upon the Unit against which each such Assessment or charge is made. If any Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due. The personal obligation to pay any past due sums due the Association shall not pass to a successor in title unless expressly assumed by them. No Unit Owner may become exempt from liability for payment of the Common Expense Assessments by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the Common Expense Assessments are made. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted by any reason including, without limitation, any claim that the Association or the Executive Board is not properly exercising its duties and powers under this Declaration.

Section 5.2 Apportionment of Common Expenses. Except as provided in this Declaration, all Common Expense Assessments shall be assessed against all Units in accordance with the percentage of liability for Common Expenses, as set forth in Exhibit A.

Section 5.3 Annual Assessment. The Common Expense Assessment may be made on an annual basis against all Units and shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such Assessment year. The budget shall be submitted to the Unit Owners for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws, as the Bylaws may be amended from time-to-time. The budget shall be deemed ratified in the absence of a veto by votes of Owners representing not less than a majority of all votes in the Association. Common Expense Assessments shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Executive Board. The omission or failure of the Executive Board to levy the Assessment for any period shall not be deemed a waiver, modification or a release of the Unit Owners from their obligation to pay.

Section 5.4 Effect of Non-Payment of Assessments. Any Assessment, charge or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within ten (10) days after the due date thereof, as established by the Executive Board, shall bear interest at the rate established by the Executive Board, on a per annum basis from the due date, and the Association may assess a reasonable late charge thereon as determined by the Executive Board. Failure to make payment within sixty (60) days of the due date thereof shall cause the total amount of such Unit Owner's Common Expense Assessment for the remainder of that fiscal year to become immediately due and payable at the option of the Board. Further, the Association may bring an action at law or in equity, or both, against any Unit Owner personally obligated to pay such overdue Assessments, charges or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Unit Owner's Unit. An action at law or in equity by the Association against a Unit Owner to recover a money judgment for unpaid Assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving, the Association's lien therefor. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent Assessment, charges or fees, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Unit at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, vote the Association votes appurtenant to ownership thereof, convey or otherwise deal with the same. If a foreclosure action is filed to foreclose any Assessment lien, and a Unit Owner abandons or leaves vacant his or her Unit, the Board may take possession and rent said Unit or apply for the appointment of a receiver for the Unit without prior notice to the Unit Owner. The rights of the Association shall be expressly subordinate to the rights of any holder of a first lien security interest as set forth in its deed of trust or mortgage (including any assignment of rents), to the extent permitted under the Act.



Section 5.5 Lien Priority. The lien of the Association under this Section is prior to all other liens and encumbrances on a Unit except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) a first lien security interest on the Unit (except as allowed by the Act with regard to the limited lien priority allowed to the Association); and (3) liens for real estate taxes and other governmental assessments or charges against the Unit. This Section does not affect the priority of mechanics' or materialmen's liens. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. Sale or transfer of any Unit shall not affect the lien for said Assessments or charges except that sale or transfer of any Unit pursuant to foreclosure of any first lien security interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of Assessment charges as provided by applicable state law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Unit from continuing liability for any Assessment charges thereafter becoming due, nor from the lien thereof.

Section 5.6 Owner's Negligence or Misconduct. In the event that the need for maintenance, repair, or replacement of the Common Elements, Limited Common Elements, Units, or any portion thereof, is caused through or by the negligent or willful act or omission or misconduct of an Owner, or the Owner's agents, employees, guests, customers, or invitees, including, but not limited to, damage from water overflowing from a tub, toilets, or water damage from a washing machine, dishwasher or hose, then the deductible or uninsured portion of that loss incurred by the Association for such maintenance, repair, or replacement shall be a personal obligation of such Owner, at the election of the Board of Directors. If such deductible or uninsured portion of that loss, as incurred by the Association, are determined by the Board of Directors to be due from an Owner, and are not paid to the Association within seven (7) days after the Association shall have given notice to the Owner of such expenses, costs, and fees, then the failure to so pay shall be a default by the Owner under the provisions of this Declaration. Such expenses, costs, and fees shall automatically become an Assessment determined and levied against such Unit, and the Association may proceed in accordance with the applicable provisions of Article 5 hereof.

Section 5.7 Contributed Capital (Assessment Reserves). Each Owner is required to deposit at time of initial purchase and thereafter to maintain with the Association three times the amount of the current monthly installment of the annual Common Expense Assessment as determined by the Executive Board from time to time, which sum shall be used by the Managing Agent or Board as a reserve for paying such Owner's monthly installments, for capital repairs and/or replacements, purchase of equipment and for extraordinary Common Expenses. Such advance payment does not relieve an Owner from making the regular monthly installment payments as the same come due. Upon the sale of a condominium Unit, an Owner shall be entitled to a credit from his grantee for three times the current Assessment amount. Failure to so maintain said fund shall constitute a default on behalf of an Owner. Said fund shall be invested in accordance with a prudent investment policy of the Association adopted by the Board of Directors, that does not place principal at risk. Contributed capital funds shall not be commingled with capital reserve funds.

Section 5.8 Capital Reserves. The Association shall maintain a capital reserve funding plan which estimates the amount and timing of future capital expenditures. This plan shall be reviewed, budgeted, and funded annually. Capital reserve funds shall be invested in accordance with a prudent investment policy, adopted by the Board, that does not place principal at risk. These funds shall not be commingled with the contributed capital funds (Assessment reserves).

ARTICLE 6

COVENANTS AND RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

All Real Estate within the Condominium Community shall be held, used and enjoyed subject to the following limitations and restrictions. The strict application of the following limitations and restrictions in any specific case may be modified or waived, in whole or in part, by the Executive Board or an appropriate committee (subject to review by the Executive Board) if such strict application would be unreasonable or unduly harsh under the circumstances. Any such modification or waiver must be in writing or must be contained in written guidelines or rules.

Section 6.1 Use/Occupancy. No Unit within the Condominium Community shall be used for any purpose other than as allowed by the local zoning codes. Units shall not be used for any purpose other than a residential dwelling. Commercial and business uses with any adverse external effect on the nature, perception, operation or ambiance of the Condominium Community as a first class residential community, as reasonably determined by the Executive Board of the Association, are prohibited, unless approved by the Association, and allowed pursuant to restrictions of record and by local zoning ordinances and regulations.

Section 6.2 Leasing and Occupancy. Any Unit Owner shall have the right to lease or allow occupancy of a Unit upon such terms and conditions as the Unit Owner may deem advisable, subject to restrictions of record, the terms of this Declaration, and any Rules and Regulations adopted by the Association.

All leases or rental agreements must be for at least one (1) year, shall be in writing, a copy of which shall be delivered to the Executive Board or the Association's managing agent prior to the effective date of the lease, and shall provide that the lease or rental agreement is subject to the terms of this Declaration, the Bylaws of the Association, the Articles of Incorporation and the Rules and Regulations of the Association. All leases and rental agreements of Units shall state that the failure of the tenant, renter or guest to comply with the terms of the Declaration or Bylaws of the Association, Articles of Incorporation or the Rules and Regulations of the Association shall constitute a default of the lease or rental agreement and of this Declaration and such default shall be enforceable by either the Association or the landlord, or by both of them. All occupants of a Unit shall be subject to the right of the Association to remove and/or evict the occupant for failure of the occupant to comply with the terms of the Declaration, Bylaws, Articles of Incorporation or the Rules and Regulations of the Association.



Except as restricted in this Declaration, and such Rules and Regulations as the Association may promulgate, the right to lease or allow occupancy of a Unit shall not be restricted.

Section 6.3 Restrictions on Animals and Pets. No more than two (2) household pets may be kept, maintained or harbored in a Unit, *if* the animal is not obnoxious to other Owners or occupants. In that case, the Unit Owner or person having control of the animal shall be given a written notice to correct the problem; or, if not corrected, that Unit Owner, upon a second written notice, will be required to remove the animal from the Condominium Community. The written notices provided for herein shall be issued by the authorized representative of the Association; or, if there is no authorized representative then by one or more of the members of the Executive Board of the Association. Animals may not be kept for any commercial purposes. Unit Owners shall hold the Association harmless from any claim resulting from any action of their animals. Seeing eye dogs and hearing ear dogs will be permitted for those persons holding certificates of necessity.

“Household pets” are defined as only: dogs, cats, birds, and a reasonable number of fish. All other animals, including without limitation, goats, gerbils, rabbits, chickens, ducks, geese, ferrets, pigs, reptiles, primates, or any animals traditionally considered wild or exotic, are not household pets and are prohibited.

Section 6.4 Antennae. Subject to federal statutes or regulations governing condominium communities, no exterior television or other antennae, microwave dish, satellite dish, satellite antenna, satellite earth station or similar device of any type shall be erected, installed or maintained on the Common Elements of the Condominium Community except by the Association. Any exterior television or other antennae, microwave dish, satellite dish, satellite earth station or similar device of any type erected, installed or maintained by an Owner is still subject to reasonable and valid safety restrictions, and reasonable restrictions as to screening of the device from view by neighboring Units. All costs associated with the installation or maintenance of any exterior television or other antennae, microwave dish, satellite dish, satellite earth station or similar device of any type by an Owner, including costs of repair, replacement, improvement and maintenance of the structure to which such exterior television or other antennae, microwave dish, satellite dish, satellite earth station or similar device of any type is affixed, erected and/or installed upon, shall be the sole responsibility of that Owner.

Section 6.5 Nuisances. No nuisance shall be permitted within the Condominium Community, nor any use, activity or practice which is the source of unreasonable annoyance or embarrassment to, or which unreasonably offends or disturbs, any Unit Owner or which may unreasonably interfere with the peaceful enjoyment or possession or the proper use of a Unit or Common Element, or any portion of the Condominium Community by Unit Owners. Further, no improper, offensive or unlawful use shall be permitted within the Condominium Community or any portion thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Condominium Community or a portion thereof shall be observed.

Section 6.6 Vehicular Parking, Storage, and Repairs. Vehicular parking upon the Common Elements and Limited Common Elements shall be regulated by the Board of Directors.



Section 6.7 Parking Allocations. Parking spaces within the vertical perimeter boundaries of each building containing Units are Limited Common Elements appurtenant to certain designated Units. All other parking spaces shall be used by the Owners or their guests for self-service parking purposes on a "first come, first served" basis. The Owner of the Unit to which a parking space designated as a Limited Common Element has been allocated may rent such Limited Common Element parking space, but only to a resident within the Association.

Section 6.8 Restrictions on Parking and Storage of Vehicles. The following vehicles may not be parked or stored within the Community: commercial vehicles, trucks (a 3/4 ton or smaller vehicle, commonly known as a pickup truck, shall not be deemed to be a truck), oversized vehicles, trailers, camping trailers, boat trailers, hauling trailers, boats or accessories thereto, self-contained motorized recreational vehicles, or other oversized types of vehicles or equipment as prohibited by rule or regulation. Any such vehicle may be parked as a temporary expedience, for up to twenty-four (24) hours, for loading, delivery of goods or services, or emergency. This restriction shall not apply to trucks or other commercial vehicles temporarily located within the Community which are necessary for construction or for the maintenance of the Common Elements, Units, or any improvement located thereon.

Section 6.9 Restriction on Abandoned and Inoperable Vehicles. No abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked within the Community. An "abandoned or inoperable vehicle" shall be defined by Colorado statutes governing inoperable or abandoned vehicles on public streets, or as defined by rule or regulation adopted by the Executive Board of the Association. In the event that the Association shall determine that a vehicle is an abandoned or inoperable vehicle, then a written notice describing said vehicle shall be personally delivered to the Unit Owner thereof or shall be conspicuously placed upon the vehicle. If the abandoned or inoperable vehicle is not removed within seventy-two (72) hours after providing such notice, the Association shall have the right to remove the vehicle, and the owner thereof shall be solely responsible for all towing and storage charges.

Section 6.10 Restriction on Maintenance and Servicing of Vehicles. No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat, may be performed or conducted in the Community.

Section 6.11 Restriction on Use of Drives and Parking Areas. Driveways and parking spaces (designated as either a Limited Common Element or as a part of Common Elements) are restricted to use for access or as a parking space for vehicles.

Section 6.12 Restriction on Parking in Fire Lanes. Parking in fire lanes (as designated by the Association or as designated by local government or a local fire protection authority) shall not be permitted.

Section 6.13 Use of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written approval of the Association. Nothing shall be altered on, constructed in, or removed from the Common Elements without the prior written approval of the Association.

Section 6.14 No Annoying Lights, Sounds or Odors. No light shall be emitted from any portion of the Condominium Community which is unreasonably bright or causes unreasonable glare, and no sound or odor shall be emitted from any portion of the Condominium Community which would reasonably be found to be noxious or offensive. Without limiting the generality of the foregoing, no exterior spot lights, searchlights, speakers, horns, whistles, bells or other light or sound devices shall be located or used on any portion of the Condominium Community except with the prior written approval of the Executive Board.

Section 6.15 Restrictions on Clotheslines and Storage. No clotheslines, drying areas, service yards, shops, equipment, storage or storage areas shall be installed, allowed, kept, maintained or permitted in the Condominium Community.

Section 6.16 No Hazardous Activities. No activity shall be conducted on any portion of the Condominium Community which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any portion of the Condominium Community and no open fires shall be lighted or permitted on any portion of the Condominium Community.

Section 6.17 Compliance with Insurance Requirements. Nothing shall be done or kept on the Condominium Community which may result in a material increase in the rates of insurance or would result in the cancellation of any insurance maintained by the Association.

Section 6.18 No Unsightliness. All unsightly conditions, structures, facilities, equipment, objects and conditions shall be enclosed within an approved structure.

Section 6.19 Restriction on Signs and Advertising Devices. No sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere within the Condominium Community except such sign or signs as may be approved in writing by the Executive Board.

Section 6.20 No Restrictions on Sale of a Unit. The right of a Unit Owner to sell, transfer or otherwise convey their Unit shall not be subject to any right of first refusal or similar restriction and such Unit may be sold free of any such restrictions.

Section 6.21 No Restrictions on Mortgaging of a Unit. There are no restrictions on the right of the Unit Owners to mortgage or otherwise encumber their Unit. There is no requirement for the use of a specific lending institution or particular type of lender.

Section 6.22 Restrictions on Structural Alterations and Exterior Changes. No structural alterations or changes to any Unit or any Common Elements or Limited Common Elements shall be done by any Owner, without the prior written approval of the Association.



(a) Unit Owners are advised that the original construction of the buildings included post tensioned cables, in the floors and ceilings. These cables are installed and then subjected to high tension, to support the buildings and the structure. Any floor or ceiling penetration within a Unit may damage the post tensioned cables, placing the structure of that building in risk, and placing those performing the penetration at risk.

(b) Modifications to the exterior of a building, or to the Common Elements may not be constructed, erected, placed or installed within the Condominium Community unless complete plans and specifications thereto shall have been first submitted to and approved in writing by the Executive Board.

(c) If a chute, flue, pipe, duct, wire, conduit, bearing wall, bearing column, or other fixture located within the boundaries of a Unit is a Limited Common Element appurtenant to another Unit or a Common Element, such item(s) shall not be disturbed or relocated by the Unit Owner.

Section 6.23 Laundry Facilities. Owners may not add laundry facilities including washers and/or dryers, to their Units unless the Unit was originally designed by the builder to accommodate laundry facilities.

Section 6.24 Map and Plat Restrictions. The restrictions included on the condominium maps and the plat for the Real Estate are incorporated herein by this reference.

Section 6.25 Rules and Regulations. In furtherance of the provisions of this Declaration, and the general plan, Rules and Regulations concerning and governing the Condominium Community or any portion thereof may be adopted, amended, or repealed from time-to-time by the Executive Board, or its successors and assigns. The Executive Board may establish and enforce penalties for the infraction thereof.

ARTICLE 7

INSURANCE/CONDEMNATION

Section 7.1 General Provisions on Association Insurance Carried. The Association shall obtain and maintain in full force and effect, to the extent reasonably available and at all times, the insurance coverage set forth herein and as set forth in the Act for common interest communities created under and subject to all provisions of the Act. The insurance to be carried shall be provided by financially responsible and able companies duly authorized to do business in the State of Colorado. The Association shall maintain, to the extent reasonably available, insurance policies with the following terms or provisions:

(a) All policies of insurance shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of a Unit Owner and shall provide that such policies may not be canceled or modified without at least thirty (30) days' prior written notice to all of the Unit Owners, holders of first lien security interests and the Association.

(b) If requested, duplicate originals of all policies and renewals thereof, together with proof of payments of premiums, shall be delivered to any Eligible Holder of a first lien security interest at least ten (10) days prior to the expiration of the then-current policies.

(c) All liability insurance shall be carried in blanket form, naming the Association, the Board, the manager or managing agent, if any, the officers of the Association, holders of first lien security interests, their successors and assigns and Unit Owners as insureds.

(d) Prior to obtaining any policy of casualty insurance or renewal thereof, pursuant to the provisions hereof, the Board may obtain an appraisal from a duly qualified real estate or insurance appraiser, which appraiser shall reasonably estimate the full replacement value of the Units and the Common Elements, without deduction for depreciation, review any increases in the cost of living, and/or consider other factors, for the purpose of determining the amount of the insurance to be effected pursuant to the provisions hereof. In no event shall any casualty insurance policy contain a co-insurance clause.

(e) Unit Owners are advised by the Association to carry insurance on the Betterments, Upgrades and personal property and general liability in their Unit for their benefit and at their expense. The liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any insurance carried by Unit Owners. The policies of insurance carried by the Association shall be primary, even if a Unit Owner has other insurance that covers the same loss or losses as covered by policies of the Association. The Association's insurance coverage, as specified in this Declaration, and under the Act, does not obviate the need for Unit Owners to obtain insurance for their own benefit.

(f) All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Unit 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 the Unit 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 Unit Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

(g) All blanket hazard insurance policies shall contain a standard non-contributory mortgage clause in favor of each holder of first lien security interests, and their successors and assigns, which shall provide that the loss, if any thereunder, shall be payable to the Association for the use and benefit of such holders of first lien security interests, and their successors and assigns, as their interests may appear of record in the records of the office of the Clerk and Recorder of the County of Denver, State of Colorado.

Section 7.2 Association Hazard Insurance on the Units and Common Elements. The Association shall obtain and maintain hazard insurance covering full replacement cost, loss, damage or destruction by fire or other casualty to the Units and the Common Elements and the other property of the Association. The hazard insurance of the Association shall include installations in the Units to the standard and quality of original non-upgraded construction, including, by way of example, but not limited to, bathroom and kitchen fixtures, built-in cabinets, counters, cupboards, dishwashers, large primary ovens/ranges, air conditioners, and wall, floor and window coverings, and excluding Betterments and Upgrades. If obtainable, the Association shall also obtain the following and any additional endorsements deemed advisable by the Executive Board: (a) an Inflation guard endorsement, (b) a Construction Code endorsement, (c) a demolition cost endorsement, (d) a contingent liability from operation of building laws endorsement, (e) an increased cost of construction endorsement.

Section 7.3 Owner Insurance Responsibilities. Unit Owners are specifically responsible for insurance coverage for Betterments and Upgrades added to a Unit and also for personal property in a Unit including, by way of example, refrigerators, ice makers, built in microwave ovens, clothes washers, clothes dryers, and portable appliances. Owners are also responsible for general liability insurance within a Unit.

Section 7.4 Liability Insurance. The Association shall obtain adequate comprehensive policy of public liability and property damage liability insurance covering all of the Units and the Common Elements, including structural coverage of the Units, in such limits as the Board may determine from time-to-time, but not in any amount less than Two Million Dollars (\$2,000,000) per injury, per person, and per occurrence, and in all cases 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 uses of the Condominium Community. All liability insurance shall name the Association as the insured. If there are steam boilers in operation on the Condominium Community, or if the Community has central heating or cooling, there must be in force boiler explosion and machinery coverage insurance providing for not less than Two Million Dollars (\$2,000,000) per accident, per location.

Section 7.5 Fidelity Insurance. The Association shall obtain adequate fidelity coverage or fidelity bonds to protect against dishonest acts on the parts of its officers, directors, trustees and employees and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The clause "officers, directors, trustees and employees" shall not include any officer, director, agent or employee of any independent, professional manager or managing agent heretofore or hereafter employed by the Association. The fidelity coverage or bonds should be in an amount sufficient to cover the maximum funds that will be in the control of the Association, its officers, directors, trustees and employees.

Section 7.6 Worker's Compensation and Employer's Liability Insurance. The Association shall obtain worker's compensation and employer's liability insurance and all other similar insurance with respect to its employees in the amounts and forms as may now or hereafter be required by law.



Section 7.7 Officers' and Directors' Personal Liability Insurance. The Association shall obtain officers' and directors' personal liability insurance to protect the officers and directors, and to the extent reasonably affordable, committee members, from personal liability in acting on behalf of the Association.

Section 7.8 Other Insurance. The Association may obtain insurance against such other risks, of similar or dissimilar nature as it shall deem appropriate with respect to the Association responsibilities and duties.

Section 7.9 Insurance Premium. Except as assessed in proportion to risk, insurance premiums for the above provided insurance shall be a Common Expense to be included as a part of the annual Assessments levied by the Association.

Section 7.10 Managing Agent Insurance. The manager or managing agent, if any, shall be adequately insured for the benefit of the Association and shall maintain and submit evidence of such coverage to the Association. The Association may indemnify its managing agent, except for that agent's intentional acts or omissions or negligence outside the scope of their duties and obligations to the Association, or outside of direction from or of the Association.

Section 7.11 Waiver of Claims Against Association. As to all policies of insurance maintained by or for the benefit of the Association and Unit Owners, the Association and the Unit Owners hereby waive and release all claims against one another and the Board to the extent of the insurance proceeds available, whether or not the insured damage or injury is caused by the negligence of or breach of any agreement by and of said persons.

Section 7.12 Annual Insurance Review. The Board shall review the insurance carried by and on behalf of the Association at least annually, for the purpose of determining the amount of insurance required.

Section 7.13 Adjustments by the Association. Any loss covered by an insurance policy described above shall be adjusted by the Association, and the insurance proceeds for that loss shall be payable to the Association and not to any holder of a first lien security interest. The Association shall hold any insurance proceeds in trust for the Association, Unit Owners and holders of first lien security interests as their interests may appear. The proceeds must be distributed first for the repair or restoration of the damaged property, and the Association, Unit Owners and holders of first lien security interest are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored.

Section 7.14 Duty to Repair. Any portion of the Condominium Community for which insurance is required under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association or Unit Owner, at the Unit Owner's option as to whether the repair is done by the Association or the Unit Owner, except as provided in the Act.



Section 7.15 Condemnation and Hazard Insurance Allocations and Distributions. In the event of a distribution of condemnation proceeds or hazard insurance proceeds to the Unit Owners, the distribution shall be as the parties with interests and rights are determined or allocated by record and pursuant to the provisions of the Act for common interest communities created under and subject to all provisions of the Act.

Section 7.16 Deductibles. The Association may establish written, nondiscriminatory policies and procedures relating to the payment of the deductible amount for claims made against insurance policies carried by the Association. Further, any deductible on these claims may be required by the Association to be borne by the Owner who is responsible for the repair and maintenance of the property which is damaged or destroyed, may be apportioned among the Owners sharing in a joint duty of repair and maintenance, and/or may be partly or wholly borne by the Association, at the election of the Board of Directors. Additionally, the Association may determine that a loss, either in the form of a deductible to be paid by the Association or an uninsured loss, resulted from the act or negligence of one or more Owners as provided for in Article 5 of this Declaration. Upon that determination by the Association, any such loss or portion thereof may be assessed to the Owner(s) in question in such amount(s) as the Board of Directors deems appropriate.

ARTICLE 8

SPECIAL RIGHTS OF HOLDERS OF FIRST LIEN SECURITY INTERESTS

Section 8.1 General Provisions. The provisions of this Article are for the benefit of holders, insurers, or guarantors of holders of first lien security interests recorded within the Condominium Community. To the extent applicable, necessary or proper, the provisions of this Article apply to both this Declaration and to the Articles and Bylaws of the Association. A holder, insurer or guarantor of a first lien security interest who has delivered a written request to the Association containing its name, address, the legal description and the address of the Unit upon which it holds a security interest shall be considered an "Eligible Holder."

Section 8.2 Special Rights. Eligible Holders shall be entitled to: (a) timely written notice from the Association of any default by a mortgagor of a Unit in the performance of the mortgagor's obligations under this Declaration, the Articles of Incorporation, the Bylaws or the Rules and Regulations, which default is not cured within sixty (60) days after the Association learns of such default; (b) examine the books and records of the Association during normal business hours; (c) receive a copy of financial statements of the Association, including any annual audited financial statement; (d) receive written notice of all meetings of the Executive Board or Members of the Association; (e) designate a representative to attend any such meetings; (f) written notice of any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; (g) written notice of abandonment or termination of the Association of the plan contemplated under this Declaration; (h) thirty (30) days' written notice prior to the effective date of any proposed, material amendment to this Declaration, the Articles of Incorporation, or the Bylaws; (i) thirty (30) days' written notice prior to the effective date of termination of professional management of the Association when professional management had been required previously by an Eligible Holder; and (j) immediate written



notice as soon as the Association receives notice or otherwise learns of any damage to the Common Elements or to the Unit on which the Eligible Holder holds a security interest, if the cost of reconstruction exceeds Twenty Thousand Dollars (\$20,000) and as soon as the Association receives notice or otherwise learns of any condemnation or eminent domain proceedings or other proposed acquisition with respect to any portion of the Common Elements or any Units.

Section 8.3 Special Approvals. Unless at least sixty-seven percent (67%) of the Eligible Holders of first lien security interests (based on one (1) vote for each mortgage owned) of Units in the Association and requisite Unit Owners have given their approval, neither the Association nor any Member shall: (a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements or any improvements thereon which are owned, directly or indirectly, by the Association (except that the granting of access easements, utility easements, drainage easements and water facilities easements or easements for other public purposes consistent with the intended use of such Real Estate by the Association shall not be deemed within the meaning of this provision); (b) change the method of determining the obligations, Assessments or other charges which may be levied against Members or the method of allocating distributions of hazard insurance policy proceeds or condemnation awards; (c) by act or omission change, waive or abandon any scheme or regulation, or enforcement thereof, pertaining to architectural approval of improvement of Units, including the architectural design of the exterior appearance of Units, or the upkeep of the Common Elements; (d) fail to maintain the casualty, fire and extended coverage insurance as elsewhere provided in this Declaration; (e) use hazard insurance proceeds for losses other than the repair, replacement or reconstruction of the improvements which were damaged or destroyed; (f) take action to terminate the legal status of the Condominium Community after substantial destruction or condemnation occurs; (g) amend any material provision of this Declaration; and (h) establish self-management by the Association when professional management has previously been required by the legal documents for the Condominium Community or by an Eligible Holder. An amendment shall not be deemed material if it is for the purpose of correcting technical errors, or for clarification only. If an Eligible Holder of a first lien security interest receives written request for approval of the proposed act, omission, change or amendment by certified or registered mail, with a return receipt requested, and does not deliver or post to the requesting party a negative response within thirty (30) days, it shall be deemed to have approved such request.

Section 8.4 Right to Pay Taxes and Insurance Premiums. Any holder of a first lien security interest shall be entitled to pay any taxes or other charges which are in default and which may or have become a lien against a Unit or any of the Common Elements and may pay any overdue premiums on hazard insurance policies or secure new hazard insurance coverage for the Common Elements or Units, and the holder of a first lien security interest making such payments shall be entitled to immediate reimbursement therefor from the Association.

ARTICLE 9

GENERAL PROVISIONS

Section 9.1 Compliance and Enforcement.

(a) Every Owner and occupant of a Unit shall comply with the Governing Documents. Each Owner shall have the right to enforce applicable covenants and restrictions, as set forth in this Declaration, by bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

(b) The Association, acting through the Board, may enforce all applicable provisions of this Declaration, and may impose sanctions for violation of the Governing Documents. Such sanctions may include, without limitation:

(i) imposing reasonable monetary fines, after notice and opportunity for a hearing, which fine shall constitute a lien upon the violator's Unit. (In the event that any occupant, guest, or invitee of a Unit violates the Governing Documents and a fine is imposed, at the Board's discretion, the fine may first be assessed against the violator; provided, however, if the fine is assessed against the violator and is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board);

(ii) suspending the right to vote;

(iii) exercising self-help (including, but not limited to, performing such maintenance responsibilities which are the Owner's responsibility under this Declaration and assessing all costs incurred by the Association against the Unit and the Owner as an Assessment) or taking action to abate any violation of the Governing Documents;

(iv) requiring an Owner, at the Owner's expense, to remove any structure or Betterments or Upgrades on such Owner's Unit in violation of the Governing Documents and to restore the Unit to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed, at the Owner's expense, and any such action shall not be deemed a trespass;

(v) without liability to any person, the Association precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration from continuing or performing any further activities in the Community;

(vi) levying specific Assessments to cover costs incurred by the Association to bring a Unit into compliance with the Governing Documents; and

(vii) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

(c) In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, or otherwise fails to comply with the Governing Documents, the Association may record a notice of violation against the Owner and the Unit.

(d) All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action.

(e) The decision of the Association to pursue enforcement action in any particular case shall be left to the Board's discretion, subject to the duty to exercise judgment and be reasonable, and further restricted in that the Board shall not be arbitrary or capricious in taking enforcement action. A decision of the Association to pursue enforcement action shall not be construed as a waiver of the Association's right to enforce such provisions at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule. Without limiting the generality of the foregoing, the Board may determine that, under the circumstances of a particular case:

(i) the Association's legal position is not strong enough to justify taking any or further action;

(ii) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; or

(iii) that it is not in the Association's best interests, based upon hardship, expense or other reasonable criteria, to pursue enforcement action.

Section 9.2 Severability. Each of the provisions of this Declaration shall be deemed independent and severable. If any provision of this Declaration or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Declaration which can be given effect without the invalid provisions or applications.

Section 9.3 Term of Declaration. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.



Section 9.4 Amendment of Declaration by Unit Owners Except as otherwise provided in this Declaration, and subject to provisions elsewhere contained in this Declaration requiring the consent of others, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended or repealed at any time and from time-to-time upon approval of at least sixty-seven percent (67%) of the votes in the Association and with the written consent of the Association. Except to the extent expressly permitted in this Declaration or the Act, no amendment may increase the number of Units in the Community, or change the boundaries of any Unit or the Allocated Interests of a Unit, or the uses to which any Unit is restricted, without compliance with the Act. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of the County of Denver, State of Colorado of a certificate setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Association.

Section 9.5 Captions All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any paragraph, section or article hereof.

Section 9.6 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development of the Units and of promoting and effectuating the fundamental concepts as set forth in the recitals of this Declaration. This Declaration shall be construed and governed under the laws of the State of Colorado.

Section 9.7 Singular Includes the Plural. Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine and neuter.

IN WITNESS WHEREOF, the undersigned, being the President and the Secretary of Morningside Homeowners Association, Inc., hereby certify that a) the Association has obtained written approval of this Amended, Restated and Consolidated Declaration from at least eighty percent (80%) of the Owners, and from eighty percent (80%) of the first lien security interest holders, as evidenced by written instruments filed with the records of the Association, or b) that this Amended, Restated and Consolidated Declaration has been approved by Order of Court, pursuant to the process authorized by statute.

MORNINGSIDE HOMEOWNERS
ASSOCIATION, INC.,
a Colorado nonprofit corporation

By: Robert J. Bierling
President

**EXHIBIT A
TO AMENDED, RESTATED
AND CONSOLIDATED DECLARATION
OF THE MORNINGSIDE CONDOMINIUMS**

Phase 1 of the Morningside Condominiums, as recorded in the real property records of the City and County of Denver on March 7, 1973 at Reception No. 024513.

Building C Unit Number	aka	Undivided Interest in Common Elements in Phase 1	Undivided Interest in Recreational Building	Common Expense Liability Allocations Within the Community as a Whole
81	C101	2.20	0.2273	0.19381
82	C102	2.20	0.2273	0.19381
83	C103	2.60	0.2273	0.22980
84	C104	2.60	0.2273	0.22980
85	C105	2.60	0.2273	0.22980
86	C106	1.80	0.2273	0.15933
87	C107	2.60	0.2273	0.22980
88	C108	3.40	0.2273	0.30028
89	C109	2.20	0.2273	0.19381
90	C110	2.20	0.2273	0.19381
91	C201	2.20	0.2273	0.19381
92	C202	2.20	0.2273	0.19381
93	C203	3.00	0.2273	0.25278
94	C204	2.60	0.2273	0.22980
95	C205	3.00	0.2273	0.25278
96	C206	1.80	0.2273	0.15933
97	C207	2.60	0.2273	0.22980
98	C208	3.40	0.2273	0.30028
99	C209	2.20	0.2273	0.19381
100	C210	2.20	0.2273	0.19381
101	C301	2.20	0.2273	0.19381
102	C302	2.20	0.2273	0.19381
103	C303	3.00	0.2273	0.25278
104	C304	2.60	0.2273	0.22980
105	C305	3.00	0.2273	0.25278
106	C306	1.80	0.2273	0.15933
107	C307	2.60	0.2273	0.22980
108	C308	3.40	0.2273	0.30028
109	C309	2.20	0.2273	0.19381
110	C310	2.20	0.2273	0.19381
111	C401	2.20	0.2273	0.19381
112	C402	2.20	0.2273	0.19381
113	C403	3.00	0.2273	0.25278
114	C404	2.60	0.2273	0.22980



Building C Unit Number	aka	Undivided Interest in Common Elements in Phase 1	Undivided Interest in Recreational Building	Common Expense Liability Allocations Within the Community as a Whole
115	C405	3.00	0.2273	0.25278
116	C406	1.80	0.2273	0.15933
117	C407	2.60	0.2273	0.22980
118	C408	3.40	0.2273	0.30028
119	C409	2.20	0.2273	0.19381
120	C410	2.20	0.2273	0.19381

Phase 2 of the Morningside Condominiums, as recorded in the real property records of the City and County of Denver on June 29, 1973 at Reception No. 073216.

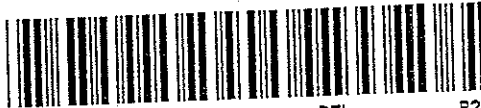
Building B Unit Number	aka	Undivided Interest in Common Elements in Phase 2	Undivided Interest in Recreational Building	Common Expense Liability Allocations Within the Community as a Whole
41	B101	2.20	0.2273	0.19381
42	B102	2.20	0.2273	0.19381
43	B103	2.60	0.2273	0.22980
44	B104	2.60	0.2273	0.22980
45	B105	2.60	0.2273	0.22980
47	B107	2.60	0.2273	0.22980
48	B108	3.40	0.2273	0.30028
49	B109	2.20	0.2273	0.19381
50	B110	2.20	0.2273	0.19381
51	B201	2.20	0.2273	0.19381
52	B202	2.20	0.2273	0.19381
53	B203	3.00	0.2273	0.25278
54	B204	2.60	0.2273	0.22980
55	B205	3.00	0.2273	0.25278
56/46	B206	3.60	0.4546	0.31866
57	B207	2.60	0.2273	0.22980
58	B208	3.40	0.2273	0.30028
59	B209	2.20	0.2273	0.19381
60	B210	2.20	0.2273	0.19381
61	B301	2.20	0.2273	0.19381
62	B302	2.20	0.2273	0.19381
63	B303	3.00	0.2273	0.25278
64	B304	2.60	0.2273	0.22980
65	B305	3.00	0.2273	0.25278
67	B307	2.60	0.2273	0.22980
68	B308	3.40	0.2273	0.30028
69	B309	2.20	0.2273	0.19381
70	B310	2.20	0.2273	0.19381



Building B Unit Number	aka	Undivided Interest in Common Elements in Phase 2	Undivided Interest in Recreational Building	Common Expense Liability Allocations Within the Community as a Whole
71	B401	2.20	0.2273	0.19381
72	B402	2.20	0.2273	0.19381
73	B403	3.00	0.2273	0.25278
74	B404	2.60	0.2273	0.22980
75	B405	3.00	0.2273	0.25278
76/66	B406	3.60	0.4546	0.31866
77	B407	2.60	0.2273	0.22980
78	B408	3.40	0.2273	0.30028
79	B409	2.20	0.2273	0.19381
80	B410	2.20	0.2273	0.19381

Phase 3 of the Morningside Condominiums, as recorded in the real property records of the City and County of Denver on November 7, 1973 at Reception No. 024499, as amended by a document recorded on December 13, 1973 at Reception No. 038041.

Building A Unit Number	aka	Undivided Interest in Common Elements in Phase 3	Undivided Interest in Recreational Building	Common Expense Liability Allocations Within the Community as a Whole
1	A101	2.20	0.2273	0.19381
2	A102	2.20	0.2273	0.19381
3	A103	2.60	0.2273	0.22980
4	A104	2.60	0.2273	0.22980
5	A105	2.60	0.2273	0.22980
6	A106	1.80	0.2273	0.15933
7	A107	2.60	0.2273	0.22980
8	A108	3.40	0.2273	0.30028
9	A109	2.20	0.2273	0.19381
10	A110	2.20	0.2273	0.19381
11	A201	2.20	0.2273	0.19381
12	A202	2.20	0.2273	0.19381
13	A203	3.00	0.2273	0.25278
14	A204	2.60	0.2273	0.22980
15	A205	3.00	0.2273	0.25278
16	A206	1.80	0.2273	0.15933
17	A207	2.60	0.2273	0.22980
18	A208	3.40	0.2273	0.30028
19	A209	2.20	0.2273	0.19381
20	A210	2.20	0.2273	0.19381
21	A301	2.20	0.2273	0.19381
22	A302	2.20	0.2273	0.19381
23	A303	3.00	0.2273	0.25278



Building A Unit Number	aka	Undivided Interest in Common Elements in Phase 3	Undivided Interest in Recreational Building	Common Expense Liability Allocations Within the Community as a Whole
24	A304	2.60	0.2273	0.22980
25	A305	3.00	0.2273	0.25278
26	A306	1.80	0.2273	0.15933
27	A307	2.60	0.2273	0.22980
28	A308	3.40	0.2273	0.30028
29	A309	2.20	0.2273	0.19381
30	A310	2.20	0.2273	0.19381
31	A401	2.20	0.2273	0.19381
32	A402	2.20	0.2273	0.19381
33	A403	3.00	0.2273	0.25278
34	A404	2.60	0.2273	0.22980
35	A405	3.00	0.2273	0.25278
36	A406	1.80	0.2273	0.15933
37	A407	2.60	0.2273	0.22980
38	A408	3.40	0.2273	0.30028
39	A409	2.20	0.2273	0.19381
40	A410	2.20	0.2273	0.19381

Phase 4 of the Morningside Condominiums, as recorded in the real property records of the City and County of Denver on May 21, 1974 at Reception No. 095315, as amended by a document recorded on October 29, 1974 at Reception No. 054901.

Building D Unit Number	aka	Undivided Interest in Common Elements in Phase 4	Undivided Interest in Recreational Building	Common Expense Liability Allocations Within the Community as a Whole
121	D101	2.20	0.2273	0.19381
122	D102	2.20	0.2273	0.19381
123	D103	2.60	0.2273	0.22980
124	D104	2.60	0.2273	0.22980
125	D105	2.60	0.2273	0.22980
126/136	D106	3.60	0.4546	0.31866
127	D107	2.60	0.2273	0.22980
128	D108	3.40	0.2273	0.30028
129	D109	2.20	0.2273	0.19381
130	D110	2.20	0.2273	0.19381
131	D201	2.20	0.2273	0.19381
132	D202	2.20	0.2273	0.19381
133	D203	3.00	0.2273	0.25278
134	D204	2.60	0.2273	0.22980
135	D205	3.00	0.2273	0.25278
137	D207	2.60	0.2273	0.22980



Building D Unit Number	aka	Undivided Interest in Common Elements in Phase 4	Undivided Interest in Recreational Building	Common Expense Liability Allocations Within the Community as a Whole
138	D208	3.40	0.2273	0.30028
139	D209	2.20	0.2273	0.19381
140	D210	2.20	0.2273	0.19381
141	D301	2.20	0.2273	0.19381
142	D302	2.20	0.2273	0.19381
143	D303	3.00	0.2273	0.25278
144	D304	2.60	0.2273	0.22980
145	D305	3.00	0.2273	0.25278
147	D307	2.60	0.2273	0.22980
148	D308	3.40	0.2273	0.30028
149	D309	2.20	0.2273	0.19381
150	D310	2.20	0.2273	0.19381
151	D401	2.20	0.2273	0.19381
152	D402	2.20	0.2273	0.19381
153	D403	3.00	0.2273	0.25278
154	D404	2.60	0.2273	0.22980
155	D405	3.00	0.2273	0.25278
156/146	D406	3.60	0.4546	0.31866
157	D407	2.60	0.2273	0.22980
158	D408	3.40	0.2273	0.30028
159	D409	2.20	0.2273	0.19381
160	D410	2.20	0.2273	0.19381

Phase 5 of the Morningside Condominiums, as recorded in the real property records in the City and County of Denver on January 20, 1975 at Reception No. 081970.

Building E Unit Number	aka	Undivided Interest in Common Elements in Phase 5	Undivided Interest in Recreational Building	Common Expense Liability Allocations Within the Community as a Whole
161	E101	2.38	0.2273	0.22023
162	E102	2.38	0.2273	0.22023
163	E103	2.52	0.2273	0.22980
164	E104	2.52	0.2273	0.22980
165	E105	2.52	0.2273	0.22980
166	E106	1.75	0.2273	0.15933
167	E107	2.52	0.2273	0.22980
168	E108	3.29	0.2273	0.30028
169	E109	2.38	0.2273	0.22023
170	E110	2.38	0.2273	0.22023
171	E201	2.38	0.2273	0.22023
172	E202	2.38	0.2273	0.22023



Building E Unit Number	aka	Undivided Interest in Common Elements in Phase 5	Undivided Interest in Recreational Building	Common Expense Liability Allocations Within the Community as a Whole
173	E203	2.76	0.2273	0.25278
174	E204	2.52	0.2273	0.22980
175	E205	2.76	0.2273	0.25278
176	E206	1.75	0.2273	0.15933
177	E207	2.52	0.2273	0.22980
178	E208	3.29	0.2273	0.30028
179	E209	2.38	0.2273	0.22023
180	E210	2.38	0.2273	0.22023
181	E301	2.38	0.2273	0.22023
182	E302	2.38	0.2273	0.22023
183	E303	2.76	0.2273	0.25278
184	E304	2.52	0.2273	0.22980
185	E305	2.76	0.2273	0.25278
187	E307	2.52	0.2273	0.22980
188	E308	3.29	0.2273	0.30028
189	E309	2.38	0.2273	0.22023
190	E310	2.38	0.2273	0.22023
191	E401	2.38	0.2273	0.22023
192	E402	2.38	0.2273	0.22023
193	E403	2.76	0.2273	0.25278
194	E404	2.52	0.2273	0.22980
195	E405	2.76	0.2273	0.25278
196/186	E406	3.50	0.4546	0.31866
197	E407	2.52	0.2273	0.22980
198	E408	3.29	0.2273	0.30028
199	E409	2.38	0.2273	0.22023
200	E410	2.38	0.2273	0.22023

Phase 6 of the Morningside Condominiums, as recorded in the real property records of the City and County of Denver on July 7, 1976 at Reception No. 072311, as amended by a document recorded on July 26, 1976 at Reception No. 079731.

Building F Unit Number	aka	Undivided Interest in Common Elements in Phase 6	Undivided Interest in Recreational Building	Common Expense Liability Allocations Within the Community as a Whole
201	F101	2.38	0.2273	0.22023
202	F102	2.38	0.2273	0.22023
203	F103	2.52	0.2273	0.22980
204	F104	2.52	0.2273	0.22980
205	F105	2.52	0.2273	0.22980
206	F106	1.75	0.2273	0.15933



Building F Unit Number	aka	Undivided Interest in Common Elements in Phase 6	Undivided Interest in Recreational Building	Common Expense Liability Allocations Within the Community as a Whole
207	F107	2.52	0.2273	0.22980
208	F108	3.29	0.2273	0.30028
209	F109	2.38	0.2273	0.22023
210	F110	2.38	0.2273	0.22023
211	F201	2.38	0.2273	0.22023
212	F202	2.38	0.2273	0.22023
213	F203	2.76	0.2273	0.25278
214	F204	2.52	0.2273	0.22980
215	F205	2.76	0.2273	0.25278
216	F206	1.75	0.2273	0.15933
217	F207	2.52	0.2273	0.22980
218	F208	3.29	0.2273	0.30028
219	F209	2.38	0.2273	0.22023
220	F210	2.38	0.2273	0.22023
221	F301	2.38	0.2273	0.22023
222	F302	2.38	0.2273	0.22023
223	F303	2.76	0.2273	0.25278
224	F304	2.52	0.2273	0.22980
225	F305	2.76	0.2273	0.25278
227	F307	2.52	0.2273	0.22980
228	F308	3.29	0.2273	0.30028
229	F309	2.38	0.2273	0.22023
230	F310	2.38	0.2273	0.22023
231	F401	2.38	0.2273	0.22023
232	F402	2.38	0.2273	0.22023
233	F403	2.76	0.2273	0.25278
234	F404	2.52	0.2273	0.22980
235	F405	2.76	0.2273	0.25278
236/226	F406	3.50	0.4546	0.31866
237	F407	2.52	0.2273	0.22980
238	F408	3.29	0.2273	0.30028
239	F409	2.38	0.2273	0.22023
240	F410	2.38	0.2273	0.22023

Phase 7 of the Morningside Condominiums, as recorded in the real property records of the City and County of Denver on June 15, 1977 at Reception No. 008390.

Building K Unit Number	aka	Undivided Interest in Common Elements in Phase 7	Undivided Interest in Recreational Building	Common Expense Liability Allocations Within the Community as a Whole
381	K101	1.60	0.2273	0.22597



Building K Unit Number	aka	Undivided Interest in Common Elements in Phase 7	Undivided Interest in Recreational Building	Common Expense Liability Allocations Within the Community as a Whole
382	K102	1.60	0.2273	0.22597
383	K103	1.70	0.2273	0.22980
384	K104	1.70	0.2273	0.22980
385	K105	1.70	0.2273	0.22980
386	K106	1.10	0.2273	0.15933
387	K107	1.70	0.2273	0.22980
388	K108	2.10	0.2273	0.30028
389	K109	1.60	0.2273	0.22597
390	K110	1.60	0.2273	0.22597
391	K201	1.60	0.2273	0.22597
392	K202	1.60	0.2273	0.22597
393	K203	1.80	0.2273	0.25546
394	K204	1.70	0.2273	0.22980
395	K205	1.80	0.2273	0.25546
396	K206	1.10	0.2273	0.15933
397	K207	1.70	0.2273	0.22980
398	K208	2.10	0.2273	0.30028
399	K209	1.60	0.2273	0.22597
400	K210	1.60	0.2273	0.22597
401	K301	1.60	0.2273	0.22597
402	K302	1.60	0.2273	0.22597
403	K303	1.80	0.2273	0.25546
404	K304	1.70	0.2273	0.22980
405	K305	1.80	0.2273	0.25546
406	K306	1.10	0.2273	0.15933
407	K307	1.70	0.2273	0.22980
408	K308	2.10	0.2273	0.30028
409	K309	1.60	0.2273	0.22597
410	K310	1.60	0.2273	0.22597
411	K401	1.60	0.2273	0.22597
412	K402	1.60	0.2273	0.22597
413	K403	1.80	0.2273	0.25546
414	K404	1.70	0.2273	0.22980
415	K405	1.80	0.2273	0.25546
416	K406	1.30	0.2273	0.18519
417	K407	1.70	0.2273	0.22980
418	K408	2.10	0.2273	0.30028
419	K409	1.60	0.2273	0.22597
420	K410	1.60	0.2273	0.22597
421	K501	1.60	0.2273	0.22597
422	K502	1.60	0.2273	0.22597
423	K503	1.80	0.2273	0.25546



Building K Unit Number	aka	Undivided Interest in Common Elements in Phase 7	Undivided Interest in Recreational Building	Common Expense Liability Allocations Within the Community as a Whole
424	K504	1.70	0.2273	0.22980
425	K505	1.80	0.2273	0.25546
426	K506	1.30	0.2273	0.18519
427	K507	1.70	0.2273	0.22980
428	K508	2.10	0.2273	0.30028
429	K509	1.60	0.2273	0.22597
430	K510	1.60	0.2273	0.22597
431	K601	1.60	0.2273	0.22597
432	K602	1.60	0.2273	0.22597
433	K603	1.80	0.2273	0.25546
434	K604	1.70	0.2273	0.22980
435	K605	1.80	0.2273	0.25546
436	K606	1.30	0.2273	0.18519
437	K607	1.70	0.2273	0.22980
438	K608	2.10	0.2273	0.30028
439	K609	1.60	0.2273	0.22597
440	K610	1.60	0.2273	0.22597

Phase 8 of the Morningside Condominiums, as recorded in the real property records of the City and County of Denver on March 13, 1978 at Reception No. 026129.

Building G Unit Number	aka	Undivided Interest in Common Elements in Phase 8	Undivided Interest in Recreational Building	Common Expense Liability Allocations Within the Community as a Whole
241	G101	2.43	0.2273	0.22597
242	G102	2.43	0.2273	0.22597
243	G103	2.48	0.2273	0.22980
244	G104	2.48	0.2273	0.22980
245	G105	2.48	0.2273	0.22980
246	G106	1.72	0.2273	0.15933
247	G107	2.48	0.2273	0.22980
248	G108	3.22	0.2273	0.30028
249	G109	2.43	0.2273	0.22597
250	G110	2.43	0.2273	0.22597
251	G201	2.43	0.2273	0.22597
252	G202	2.43	0.2273	0.22597
253	G203	2.76	0.2273	0.25546
254	G204	2.48	0.2273	0.22980
255	G205	2.76	0.2273	0.25546
256	G206	1.72	0.2273	0.15933



Building G Unit Number	aka	Undivided Interest in Common Elements in Phase 8	Undivided Interest in Recreational Building	Common Expense Liability Allocations Within the Community as a Whole
257	G207	2.48	0.2273	0.22980
258	G208	3.22	0.2273	0.30028
259	G209	2.43	0.2273	0.22597
260	G210	2.43	0.2273	0.22597
261	G301	2.43	0.2273	0.22597
262	G302	2.43	0.2273	0.22597
263	G303	2.76	0.2273	0.25546
264	G304	2.48	0.2273	0.22980
265	G305	2.76	0.2273	0.25546
266	G306	1.72	0.2273	0.15933
267	G307	2.48	0.2273	0.22980
268	G308	3.22	0.2273	0.30028
269	G309	2.43	0.2273	0.22597
270	G310	2.43	0.2273	0.22597
271	G401	2.43	0.2273	0.22597
272	G402	2.43	0.2273	0.22597
273	G403	2.76	0.2273	0.25546
274	G404	2.48	0.2273	0.22980
275	G405	2.76	0.2273	0.25546
276	G406	1.72	0.2273	0.15933
277	G407	2.48	0.2273	0.22980
278	G408	3.22	0.2273	0.30028
279	G409	2.43	0.2273	0.22597
280	G410	2.43	0.2273	0.22597

Phase 9 of the Morningside Condominiums, as recorded in the real property records of the City and County of Denver on July 28, 1978 at Reception No. 091212.

Building H Unit Number	aka	Undivided Interest in Common Elements in Phase 9	Undivided Interest in Recreational Building	Common Expense Liability Allocations Within the Community as a Whole
281	H101	2.43	0.2273	0.22597
282	H102	2.43	0.2273	0.22597
283	H103	2.48	0.2273	0.22980
284	H104	2.48	0.2273	0.22980
285	H105	2.48	0.2273	0.22980
286	H106	1.72	0.2273	0.15933
287	H107	2.48	0.2273	0.22980
288	H108	3.22	0.2273	0.30028
289	H109	2.43	0.2273	0.22597



Building H Unit Number	aka	Undivided Interest in Common Elements in Phase 9	Undivided Interest in Recreational Building	Common Expense Liability Allocations Within the Community as a Whole
290	H110	2.43	0.2273	0.22597
291	H201	2.43	0.2273	0.22597
292	H202	2.43	0.2273	0.22597
293	H203	2.76	0.2273	0.25546
294	H204	2.48	0.2273	0.22980
295	H205	2.76	0.2273	0.25546
296	H206	1.72	0.2273	0.15933
297	H207	2.48	0.2273	0.22980
298	H208	3.22	0.2273	0.30028
299	H209	2.43	0.2273	0.22597
300	H210	2.43	0.2273	0.22597
301	H301	2.43	0.2273	0.22597
302	H302	2.43	0.2273	0.22597
303	H303	2.76	0.2273	0.25546
304	H304	2.48	0.2273	0.22980
305	H305	2.76	0.2273	0.25546
306	H306	1.72	0.2273	0.15933
307	H307	2.48	0.2273	0.22980
308	H308	3.22	0.2273	0.30028
309	H309	2.43	0.2273	0.22597
310	H310	2.43	0.2273	0.22597
311	H401	2.43	0.2273	0.22597
312	H402	2.43	0.2273	0.22597
313	H403	2.76	0.2273	0.25546
314	H404	2.48	0.2273	0.22980
315	H405	2.76	0.2273	0.25546
316	H406	1.72	0.2273	0.15933
317	H407	2.48	0.2273	0.22980
318	H408	3.22	0.2273	0.30028
319	H409	2.43	0.2273	0.22597
320	H410	2.43	0.2273	0.22597

Phase 10 of the Morningside Condominiums, as recorded in the real property records of the City and County of Denver on December 27, 1978 at Reception No. 063521, as amended by a document recorded on March 26, 1979 at Reception No. 003351.



Building J Unit Number	aka	Undivided Interest in Common Elements in Phase 10	Undivided Interest in Recreational Building	Common Expense Liability Allocations Within the Community as a Whole
321	J101	1.60	0.2271	0.22597
322	J102	1.60	0.2271	0.22597
323	J103	1.70	0.2271	0.22980
324	J104	1.70	0.2271	0.22980
325	J105	1.70	0.2271	0.22980
326	J106	1.10	0.2271	0.15933
327	J107	1.70	0.2271	0.22980
328	J108	2.10	0.2271	0.30028
329	J109	1.60	0.2271	0.22597
330	J110	1.60	0.2271	0.22597
331	J201	1.60	0.2271	0.22597
332	J202	1.60	0.2271	0.22597
333	J203	1.80	0.2271	0.25546
334	J204	1.70	0.2271	0.22980
335	J205	1.80	0.2271	0.25546
336	J206	1.10	0.2271	0.15933
337	J207	1.70	0.2271	0.22980
338	J208	2.10	0.2271	0.30028
339	J209	1.60	0.2271	0.22597
340	J210	1.60	0.2271	0.22597
341	J301	1.60	0.2271	0.22597
342	J302	1.60	0.2271	0.22597
343	J303	1.80	0.2271	0.25546
344	J304	1.70	0.2271	0.22980
345	J305	1.80	0.2271	0.25546
346	J306	1.10	0.2271	0.15933
347	J307	1.70	0.2271	0.22980
348	J308	2.10	0.2271	0.30028
349	J309	1.60	0.2271	0.22597
350	J310	1.60	0.2271	0.22597
351	J401	1.60	0.2271	0.22597
352	J402	1.60	0.2271	0.22597
353	J403	1.80	0.2271	0.25546
354	J404	1.70	0.2271	0.22980
355	J405	1.80	0.2271	0.25546
356	J406	1.30	0.2271	0.18519
357	J407	1.70	0.2271	0.22980
358	J408	2.10	0.2271	0.30028
359	J409	1.60	0.2271	0.22597
360	J410	1.60	0.2271	0.22597



Building J Unit Number	aka	Undivided Interest in Common Elements in Phase 10	Undivided Interest in Recreational Building	Common Expense Liability Allocations Within the Community as a Whole
361	J501	1.60	0.2271	0.22597
362	J502	1.60	0.2271	0.22597
363	J503	1.80	0.2271	0.25546
364	J504	1.70	0.2271	0.22980
365	J505	1.80	0.2271	0.25546
366	J506	1.30	0.2271	0.18519
367	J507	1.70	0.2271	0.22980
368	J508	2.10	0.2271	0.30028
369	J509	1.60	0.2271	0.22597
370	J510	1.60	0.2271	0.22597
371	J601	1.60	0.2271	0.22597
372	J602	1.60	0.2271	0.22597
373	J603	1.80	0.2271	0.25546
374	J604	1.70	0.2271	0.22980
375	J605	1.80	0.2271	0.25546
376	J606	1.30	0.2271	0.18519
377	J607	1.70	0.2271	0.22980
378	J608	2.10	0.2271	0.30028
379	J609	1.60	0.2271	0.22597
380	J610	1.60	0.2271	0.22597



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City & County of Denver

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EXHIBIT B

COURT ORDER

[attached]



DISTRICT COURT, CITY AND COUNTY OF DENVER, STATE OF COLORADO

Court Address: 1437 Bannock Street
Denver, CO 80202

Phone Number: 720-865-8301

Petitioner:

MORNINGSIDE HOMEOWNERS ASSOCIATION,
a Colorado nonprofit corporation

Attorney: Jerry C.M. Orten, Esq.
Carrie E. Henriksen, Esq.
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ckelly@ortenhindman.com
Atty. Reg. Nos.: 11440; 34235

▲ COURT USE ONLY ▲

Case Number: 02CV8675

Div.: Ctrm.: 19

ORDER APPROVING AMENDED, RESTATED AND CONSOLIDATED DECLARATION, PURSUANT TO C.R.S. §38-33.3-217(7)

THIS MATTER comes before the Court for hearing on February 13, 2003. After reviewing the pleadings filed in the matter and considering the statements of Counsel, the Court makes the following Findings of Fact and Conclusions of Law, and

ORDERS THAT:

Findings of Fact and Conclusions of Law

1. Morningside Homeowners Association ("Association") seeks to amend the Condominium Declaration for Morningside initially recorded in the real property records of the City and County of Denver, Colorado, at Reception No. 024513, on March 7, 1973, as amended ("Declaration").



2. The Association notified its owners of the proposed Amended, Restated and Consolidated Declaration of the Morningside Condominiums (the "Proposed Amendment") on August 31, 2002, September 26, 2002 and October 2, 2002. Additionally, owners were encouraged to vote on the Proposed Amendment in the October 2002 newsletter and via postcards sent those owners who had not voted as of October 18, 2002.

3. The members of the Association discussed the Proposed Amendment (as submitted to the Court and attached to the Petition) at meetings of the Association held on September 26, 2002, held October 3, 2002, held twice on October 7, 2002, held twice on October 8, 2002, held twice on October 14, 2002, held twice on October 15, 2002 and held twice on October 17, 2002.

4. The Association has complied with the notice and meeting requirements set forth in Section 38-33.3-217(7)(a)(I) and (II).

5. All of the owners required by the Declaration to approve the Proposed Amendment have voted for or consented to the Proposed Amendment, pursuant to C.R.S. §38-33.3-217(7)(a)(III).

6. Based on the Certificate of Mailing filed in this case, Notice of the Petition was mailed to all of the owners of units within the Association, all first mortgagees, the Federal Housing Administration, the Veterans Administration, and to the Declarant.

7. A hearing regarding the petition was held, as referred to above, before this Court.

8. The Association has satisfied all of the requirements of C.R.S. §38-33.3-217(7).

9. The Proposed Amendment presented to the Court does not terminate the Declaration. The preponderance of the evidence and application of plain language of the Declaration indicates that the Proposed Amendment is an amendment, and not a termination.

10. The Proposed Amendment presented to the Court does not change the allocated interests of the owners.

11. Based upon these Findings of Fact and Conclusions of Law and pursuant to the requirements of C.R.S. §38-33.3-217(7)(e) and (f), it is hereby:

ORDERED that the Amended, Restated and Consolidated Declaration of the Morningside Condominiums is approved by this Court and shall be binding upon all owners and shall have the same legal effect as if were adopted pursuant to the amendment requirements set forth in the Declaration upon recording with the Clerk and Recorders' office for the City and County of Denver of the Amended, Restated and Consolidated Declaration of the Morningside Condominiums with this Order attached.

DONE this 13th day of February, 2003.

BY THE COURT:


DISTRICT COURT JUDGE

DISTRICT COURT
City & County of Denver, Colo.
Certified to be full, true and correct
copy of the original. City custody

FEB 13 2003

CLERK OF THE DISTRICT COURT

By

Deputy Clerk

