

made only during regular business hours on business days after twenty-four (24) hours notice to the occupants of the Individual Air Space Unit wherein such repairs are to be made, except where the occupants have no objections to earlier entry for repairs. In emergency situations the occupants of the affected Individual Air Space Unit shall be warned of impending entry as early as is reasonably possible.

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

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

11.9 Future Easements. To the extent reasonably necessary, Declarant and its successors shall be entitled to easements across or under the Property for purposes of ingress and egress and for the installation and maintenance of utilities. The easements created by this Section 11.9 shall be for the benefit of all of the property included in the Planned Unit Development, in which the Property is located. To the extent required, Declarant shall have the right on behalf of the Association, to prepare, execute and record written easements created by this Section 11.9.

ARTICLE TWELVE

RESTRICTIVE COVENANTS

12.1 Residential Use. Subject to Section 12.2 hereof, Condominium Units shall be used for residential purposes only, including uses related to the convenience and enjoyment of such residential use. No structures of a temporary character, trailer, shack, barn or other outbuilding shall be used or permitted to be kept or stored on any portion of the Project at any time, either temporarily or permanently.

12.2 Declarant's Use. Notwithstanding anything to the contrary contained in this Declaration, it shall be expressly permissible and proper for Declarant, its employees, agents, and contractors to perform such reasonable activities, and to maintain upon portions of the Project, such facilities as Declarant deems reasonably necessary or incidental to the construction, sale or leasing of Condominium Units and development of the Project, specifically including without limiting the generality of the foregoing, maintaining business offices, storage areas, construction yards and equipment, signs, model units, sales and leasing offices, parking areas and lighting facilities; provided,

however, that the rights retained by Declarant in this Section 12.2 shall terminate upon conveyance by Declarant of the last Condominium Unit to the first purchaser thereof (other than Declarant). Declarant shall at any one time maintain only one sales or leasing office, one management office and one construction office, and said offices may be located in a Condominium Unit, in a temporary building or trailer and may be relocated from time to time by the Declarant. Declarant shall be entitled to maintain sales and leasing models in such number and locations as it deems proper. Notwithstanding the foregoing, Declarant shall not perform any activity or maintain any facility on any portion of the Project in such a way as to unreasonably interfere with or disturb any Owner, or to unreasonably interfere with the use, enjoyment or access of such Owner, his family members, guests or invitees of and to his Condominium Unit, the Common Elements or facilities, the parking areas or to a public right of way.

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

12.4 Use of Common Elements Subject to the rights of Declarant as provided in this Declaration, there shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written approval of the Association. No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand unattended in any portion of the Common Elements. Except for those improvements erected or installed by Declarant in its construction and completion of the Project, nothing shall be altered on, constructed in or removed from the Common Elements without the prior written approval of the Board of Directors of the Association.

12.5 Exterior Changes Except for those improvements erected or installed by Declarant in its construction and completion of the Project, no exterior additions to, alterations or decoration of any Condominium Building, including but not limited to any structural alterations to any Condominium Unit or Common Element, nor any changes in fences, hedges, decks, patios, walls or other structures, nor any change in the color or stain of the exterior, including the exteriors of all doors and decks, nor installation of window mounted air conditioning units or any exterior television, radio or other communication antennas of any type, shall be commenced, erected, placed or maintained, without the prior written approval of the Board of Directors of the Association.

12.6 Interior Changes and Use Restrictions. No Owner of any Condominium shall make or order any modification or alteration within his Unit affecting any bearing wall or other Common Element without the prior written approval of the Association. No Owner shall cause to be installed or used in his Unit items which shall place a greater load upon the Unit floor than 60 pounds per square foot the "live floor load limit." In particular any use of waterbeds is at the sole risk of the Unit Owner and the Declarant shall not in any way be responsible for any damage or nuisance caused thereby.

12.7 Signs and Advertising. Except as hereinafter provided, no signs (except one (1) sign of not more than six (6) square feet per Condominium Unit advertising that the Condominium Unit is for sale or for rent), advertising, billboards, unsightly objects or nuisances of any kind shall be placed, erected or permitted to remain in or on any Condominium Unit, nor shall any sign(s) be permitted in or on the Common Elements, without the prior written approval of the Association. Notwithstanding the foregoing, reasonable signs, advertising, or billboards used by the Declarant in connection with its sale or rental of Condominium Units, or otherwise in connection with its development of the Project, shall be permissible, provided that such use by the Declarant shall not interfere with the Owners' use and enjoyment of the Common Elements, their Condominium Units, or their ingress and egress from a public way to the Common Elements or their Condominium Units.

12.8 Commercial Vehicles. Subject to Sections 11.7 and 12.2 hereof, no commercial vehicles, boats, trailers, campers, recreational vehicles or trucks shall be parked within the Project except while temporarily engaged in transport to or from a Condominium Unit, and except such construction vehicles and equipment which may be necessary or incidental to the construction of improvements within the Property by Declarant. For the purposes of this Section 12.8, a 3/4-ton or smaller vehicle, commonly known as a pickup truck, shall not be deemed to be a commercial vehicle or truck. Notwithstanding the foregoing, any prohibited vehicles, boats, etc., may be stored within a garage.

12.9 Abandoned or Inoperable Vehicles. No abandoned or inoperable automobiles or vehicles of any kind, except as hereinafter provided, shall be stored or parked on any portion of the Project, except within a Garage Unit. An "abandoned or inoperable vehicle" shall be defined as any automobile, truck, motorcycle, boat, trailer, camper, housetrailer, self-contained motorized recreational vehicle, or other similar vehicle, which has not been driven under its own propulsion for a period of two (2) weeks or longer, or any vehicle which does not have an operable propulsion system installed therein; provided, however, that the foregoing restrictions shall not include otherwise permitted vehicles parked by Owners while on vacation or during a period of illness, so long as the Owners provide written notice to the Association of the same. In the event the Association shall determine that a vehicle is an abandoned or inoperable vehicle, then a written notice describing said vehicle shall be personally delivered to the owner thereof (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner thereof cannot be reasonably ascertained), and if the abandoned or inoperable vehicle is not removed within 72 hours thereafter, the Association shall have the right to remove the vehicle at the sole expense of the owner thereof.

12.10 Leases. The term "lease", as used herein, shall include any agreement for the leasing or rental of a Condominium Unit and shall specifically include, without limitation, a month-to-month rental. The Owner of a Condominium Unit shall have the right to lease his Condominium Unit under the following conditions:

(a) All leases shall be in writing.

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

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

(d) No Condominium Unit shall be rented by its Owner for transient or hotel purposes.

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

12.12 Patios. Any decks, balconies or patios of any Condominium Unit shall be kept in a clean, sightly and orderly condition, and the hanging of garments or cleaning of rugs or other household items thereon or the use thereof for storage purposes is expressly prohibited.

12.13 Garage Doors. All garage doors shall remain closed except during periods of ingress and egress from the garage.

ARTICLE THIRTEEN

DAMAGE, DESTRUCTION, OBSOLESCENCE OR CONDEMNATION

13.1 Association as Attorney-in-Fact. This Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the Project in the event of its destruction, damage, obsolescence or condemnation, including the repair, replacement and improvement of any Condominium Units, Condominium Buildings, Common Elements or other portions of the Project which have been destroyed, damaged, condemned or become obsolete. Title to any Condominium Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by

any grantee of a deed or other instrument of conveyance from the Declarant or from any Owner or grantor shall constitute appointment of the attorney-in-fact herein provided. All of the Owners irrevocably constitute and appoint the Association as their true and lawful attorney in their name, place and stead, for the purpose of dealing with the Project upon its damage, destruction, obsolescence or condemnation, as is hereinafter provided. As attorney-in-fact, the Association by its President and Secretary or Assistant Secretary, or its other duly authorized officers and agents, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or other instruments with respect to the interest of an owner which are necessary and appropriate to exercise the powers herein granted. In the event that the Association is dissolved or becomes defunct, a meeting of the Owners shall be held within thirty (30) days after either such event. At such meeting a new attorney-in-fact, to deal with the Project upon its destruction, damage, obsolescence or condemnation, shall be appointed. Such appointment must be approved by the Owners representing an aggregate ownership interest of sixty-seven percent (67%) or more of the Common Elements and at least sixty-seven percent (67%) of the First Mortgagees (based upon one vote for each Condominium Unit encumbered).

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

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

(b) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), such damage or destruction shall be promptly repaired and reconstructed by the Association as attorney-in-fact, using the proceeds of insurance and the proceeds of a special assessment, to be made, notwithstanding anything to the contrary contained in Section 7.6 hereof, without a vote of the Owners, against all of the Owners and their Condominium Units. Such special assessment shall be assessed against all Condominium Units in accordance with Section 7.6 hereof, and shall be due and payable not sooner than thirty (30) days after written notice thereof. The Association shall have full authority, right and power, as attorney-in-fact, to cause the repair, replacement or restoration of the improvement(s), using all of the insurance proceeds for such

purpose, notwithstanding the failure of an Owner to pay the aforesaid special assessment. The special assessment provided for herein shall be a debt of each Owner and a lien on his Condominium Unit, and may be enforced and collected as provided in Section 7.9 hereof, including the provisions therein pertaining to the payment of interest, late charges, costs and expenses. Assessments for common expenses shall not be abated during the period of insurance adjustment and repair and reconstruction.

(c) Notwithstanding the foregoing provision of this Section 13.2 but subject to the provisions of Article Sixteen hereof, the Owners may agree not to repair or reconstruct the improvements; in such event, the Association shall forthwith record a notice in the office of the Clerk and Recorder of the City and County of Denver, Colorado, setting forth such facts and upon the recordation of such notice executed by the Association President and Secretary or Assistant Secretary, the entire Project shall be sold by the Association pursuant to the provisions of this Section, as attorney-in-fact for all of the Owners, free and clear of the provisions contained in this Declaration, the Condominium Map, and the Articles of Incorporation and Bylaws of the Association. In the event such a sale of the Project is attempted, those Condominium Units which have been substantially or totally destroyed shall be demolished within 45 days of the decision to sell the Project and the land upon which they stood shall be attractively replanted and restored. All such costs wherefore shall become part of the assessment for common expenses shared by all owners as provided in Article Seven hereof. Assessments for common expenses shall not be abated during the period prior to sale. The insurance settlement proceeds shall be collected by the Association, combined with all sale proceeds, and all such proceeds shall be divided into portions by the Association, each portion representing one Condominium Unit, with the amount of each portion to be reasonably, and in good faith, allocated by the Board of Directors of the Association to each Condominium Unit based on the comparative value of the Condominium Units as they existed immediately prior to the damage and destruction, using such evidence of the appraised values as is then available, including but not limited to recent appraisals of the Property, portions thereof, or comparable property. Such divided proceeds shall be paid into separate accounts, with each such account in the name of the Association and further identified by the Condominium Unit designation and the name of the Owner(s) and First Mortgagee thereof. From each separate account, the Association, as attorney-in-fact, shall forthwith use and disburse the total amount of each such account without contribution from one account to another, toward payment of the liens encumbering the Condominium Unit represented by such separate account, in the following order:

- (1) For payment of taxes and special assessment liens in favor of any assessing entity;
- (2) For payment of the lien of any First Mortgage;
- (3) For payment of unpaid Association common expense assessments, other assessments, charges and fees, and all costs, expenses and fees incurred by the Association, including customary expenses of sale;
- (4) For payment of junior liens and encumbrances in the order of and to the

extent of their priority; and

(5) The balance remaining, if any, shall be paid to the Owner(s) of the Condominium Unit.

13.3 Obsolescence.

(a) Sixty-seven percent (67%) of the Owners may agree that the Common Elements are obsolete and adopt a plan for the renewal and reconstruction thereof. If a plan for renewal or reconstruction is adopted, which plan must have the approval or consent of at least sixty-seven percent (67%) of the First Mortgagees, then notice of such plan shall be recorded in the City and County of Denver, Colorado, and the expenses of renewal and reconstruction shall be payable by all of the Owners as a common expense, whether or not they have previously consented to the plan of renewal and reconstruction. The aforesaid common expense assessment for the renewal and reconstruction of the Common Elements shall be a debt of each Owner and a lien on his Condominium Unit, and may be enforced and collected as provided in Section 7.9 hereof.

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

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

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

(b) In the event that the entire Project is taken, condemned, sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant thereto shall terminate. The Condemnation Award shall be apportioned among the Owners by the Board of Directors of the

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

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

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

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

ARTICLE FOURTEEN

BURDENS AND BENEFITS OF DECLARATION

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

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

ARTICLE FIFTEEN

AMENDMENT OF DECLARATION

15.1 Amendment. Except for those matters governed by Sections 15.2, 15.3 and 16.1(b) hereof, the provisions of this Declaration may be amended, in whole or in part, at any time and from time to time, by an instrument (which instrument may be executed in identical counterparts, subject to the provisions of Section 18.11 hereof) approved in writing by not less than fifty-one percent (51%) of the Members.

15.2 Technical Amendment. Declarant hereby reserves and is granted the right and power to record technical amendments to this Declaration, the Articles of Incorporation and/or Bylaws of the Association, at any time prior to the conveyance of the last Condominium Unit in the Project by Declarant to the first Owner thereof (other than Declarant) or seven (7) years from the date this Declaration is recorded in the City and County of Denver, Colorado, whichever occurs first, for the purposes of correcting spelling, grammar, dates, typographical errors, or as may otherwise be necessary to clarify the meaning of any provisions of any of such documents.

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

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

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

ARTICLE SIXTEEN

FIRST MORTGAGEES

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

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

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

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

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

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

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

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

(B) determining the pro rata share of ownership of each Condominium

Unit in the Common Elements;

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

(4) partition or subdivide any Condominium Unit; or

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

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

(1) voting rights;

(2) increases in assessments that raise the previously assessed amount by more than 25%, assessments, assessment liens or the priority of such liens;

(3) reserves for maintenance, repair and replacement of those elements of the Common Elements which must be maintained, repaired or replaced on a periodic basis;

(4) responsibility for maintenance and repair, of any portion of the Project;

(5) allocation of interests in the general or Limited Common Elements, or rights to their use.

(6) boundaries of any Condominium Unit;

(7) convertibility of Condominium Units into Common Elements or of Common Elements into Condominium Units;

(8) expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project;

- (9) insurance, including but not limited to fidelity bonds;
- (10) leasing of Condominium Units;
- (11) imposition of any restriction on the right of any Owner to sell or transfer his Condominium Unit;
- (12) any decision by the Association to assume self-management of the Association, when professional management has previously been required by any First Mortgagee or any insurer or guarantor of a First Mortgage;
- (13) any restoration or repair of the Project, after a partial condemnation or damage due to an insurable hazard, other than substantially in accordance with this Declaration, the Articles of Incorporation and Bylaws of the Association;
- (14) any action to terminate the legal status of the Project after substantial destruction or condemnation; or
- (15) any provisions which are for the express benefit of First Mortgagees, or insurers or guarantors of First Mortgages.

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

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

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

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

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

16.3 Audit. The First Mortgagees shall be entitled to have an audited financial statement prepared at their expense if one is not otherwise available. However, FNMA and/or FHLMC may

require the Association to prepare and furnish within a reasonable time an audited financial statement for the immediately preceding fiscal year. The cost of said audited financial statements shall be paid by the Owner or Owners whose First Mortgagee has requested the same.

ARTICLE SEVENTEEN

ANNEXATIONS

17.1 Annexations by Declarant. The Declarant shall have and hereby specifically reserves the right until seven (7) years after the date of recording of this Declaration in the City and County of Denver, Colorado, to annex to the Property from time to time any portion or portions of the property described on Exhibit E attached hereto and incorporated herein by this reference, and to subject such additional property to the terms and provisions of this Declaration. No assurances are made by the Declarant that the annexations will be undertaken in any particular order or that all of the property described in Exhibit E will ultimately be annexed by the Declarant. Each such annexation shall be effected in two stages: (a) by recording in the City and County of Denver, Colorado, of a Statement of Intention to Annex, which document shall provide the following: (i) the number of additional Condominium Units which Declarant intends to annex to this Declaration, if any; (ii) the undivided interest in the Common Elements which shall be appurtenant to each such Condominium Unit upon the annexation thereof; (iii) a percentage or fraction of the common expenses of the Association which shall be allocable to the Condominium Units; (iv) upon the recordation of such Statement of Intention to Annex, each Condominium Unit enumerated in such document shall be and constitute a "Condominium Unit," as defined in this Declaration, but only for purposes of voting the Association membership votes appurtenant thereto and determining the total number of Association votes, as provided in Article Five hereof, and for purposes of the payment of assessments and the obligations incident thereto, as provided in Article Seven hereof; (v) upon the recording of a supplemental Condominium Map in the office of the Clerk and Recorder of the City and County of Denver, Colorado, showing the Condominium Units described in such Statement of Intention to Annex, all of the property described in such supplemental Condominium Map shall be annexed for all purposes to this Declaration; and (vi) may contain other provisions in the discretion of the Declarant; and (b) upon the recording of such supplemental Condominium Map, as aforesaid, all of the property described therein shall thereupon, for all purposes, be annexed to this Declaration and be subject to all provisions contained herein. Improvements which are constructed by Declarant on any property annexed by Declarant shall be consistent, in terms of quality of construction, with improvements constructed on the Property by Declarant prior to such annexation, unless construction of improvements inconsistent in quality, as aforesaid, has been approved by FNMA or FHLMC. Annexation, merger or consolidation, if any, will increase the number of members of the Association if said annexation includes Condominium Units. However, some annexations may not include any Condominium Units. Any Supplemental Condominium Map recorded pursuant to this Section 17.1 shall be recorded prior to the conveyance by Declarant of the first Condominium Unit in the real property described therein.

17.2 Modification of Undivided Interests. Upon the Declarant's annexation of any additional

property to this Declaration by the recording of a Statement of Intention to Annex and a supplemental Condominium Map thereof, the undivided interest in the Common Elements appurtenant to each Condominium Unit (including all Common Elements located on the property described on Exhibit A attached hereto, all Common Elements located on the additional property contained in such annexation and all Common Elements contained in any other property annexed to this Declaration prior to such annexation) shall automatically be adjusted as reflected in the Statement of Intention to Annex. Such adjustment of undivided interest in the Common Elements appurtenant to a Condominium Unit shall be automatic and no further documentation need be filed of record or further action need be taken by the Declarant, any Owner or any First Mortgagee to reflect such modification in undivided interests. The minimum number of Condominium Units in the Project shall be 22, and the maximum number of additional Condominium Units which may be contained in properties annexed to this Declaration shall not exceed 14 for a maximum number of 36 Condominium Units which may be subject to this Declaration.

17.3 New Additions of General and Limited Common Elements. Annexations to this Declaration pursuant to this Article Seventeen will contain new additions to the General and Limited Common Elements, which additions may contain any or all of the types of General and Limited Common Elements described in Sections 1.3 and 1.12 hereof. Notwithstanding any such annexation, each Owner (regardless of whether such Owner is the owner of a Condominium Unit enumerated in Exhibit B attached hereto or is the owner of a Condominium Unit contained in annexed property) shall remain fully liable in accordance with Article Seven hereof with respect to his obligations for the payment of assessments, charges and fees of the Association, including the expenses for such new General and Limited Common Elements. Annexation of additional Condominium Units to this Declaration will increase the number of Members and, hence, lessen the relative voting power of each Owner.

ARTICLE EIGHTEEN

MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

18.11 Counterparts. This Declaration, any Statements of Intention to Annex or any documents of consent, may be executed in several counterparts and all counterparts so executed shall constitute one document binding on all signatories thereof, notwithstanding that all signatories have not executed the original or the same counterpart. In the event that any such document is executed in counterparts, those pages from the counterparts on which signatures and/or certificates of notaries public appear may be attached to the original instrument for the recordation thereof, provided that such recorded document shall also contain a certification of the Secretary of the Association that all counterparts, as executed, are identical.

18.12 Compulsory Arbitration. All controversies, claims and matters of difference, including all questions as to whether the right to arbitrate any question exists, excepting those matters for which this Declaration specifically provides another method of settlement or enforcement, arising between or among the Members, the Owners, the Association, the Board and any agent or committee of the Association or Board, shall be settled by arbitration in Denver, Colorado, according to the rules and practices of the American Arbitration Association from time to time in force, except that if such rules and practices shall conflict with the Colorado Rules of Civil Procedure or any other provision of Colorado law then in force, such Colorado rules and provisions shall govern. This submission and agreement to arbitrate shall be specifically enforceable. Arbitration may proceed in the absence of either party if notice of the proceedings has been given to such party. The parties agree to abide by all awards rendered in such proceedings. Such awards shall be final and binding on all parties to the extent and in the manner provided by the Colorado Rules of Civil Procedure, and the costs of arbitration including reasonable attorney's fees shall be borne by the losing party thereto unless the arbitrators specify otherwise. All awards of the arbitrators may be filed with the Clerk of the District Court of the City and County of Denver, State of Colorado, as a basis of declaratory or other judgment and for the issuance of execution, and, at the election of the party making such filing, with the clerk of one or more other courts, state or federal, having jurisdiction over the party against whom such an award is rendered or its property. No party shall be considered in default hereunder during the pendency of arbitration proceedings relating to such default.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal this 10th day of March 1999.

FAIRVIEW PARTNERS, LLC
a Colorado limited liability company

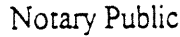
By: Harold F. Harmer
Harold F. Harmer, Manager

)

) ss.

)

this 14th day of March, 1999
 Part of LLC, a Colorado limited liability company



My commission expires:

12117-99

EXHIBIT A
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
FAIRVIEW PLACE RESIDENCES

PHASE 1 LEGAL DESCRIPTION

ALL OR PARTS OF LOTS 4-8 AND 13-18, BLOCK 24, HIGHLAND PARK, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 12, BLOCK 24, HIGHLAND PARK, ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST FAIRVIEW PLACE; THENCE S78°13'12"E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 204.09 FEET TO THE POINT OF BEGINNING; THENCE N11°47'48"E A DISTANCE OF 108.71 FEET; THENCE N78°16'39"W A DISTANCE OF 114.01 FEET; THENCE N11°45'12"E A DISTANCE OF 38.91 FEET; THENCE S79°47'01"E A DISTANCE OF 159.03 FEET TO THE EAST LINE OF SAID LOT 6; THENCE CONTINUING S79°47'01"E A DISTANCE OF 52.51 FEET; THENCE S67°20'16"E A DISTANCE OF 13.46 FEET; THENCE S14°06'07"E A DISTANCE OF 9.99 FEET; THENCE S79°47'01"E A DISTANCE OF 30.00 FEET TO THE EAST LINE OF SAID LOT 4; THENCE S11°25'59"W ALONG SAID EAST LINE A DISTANCE OF 20.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE S79°47'01"E ALONG SAID NORTH LINE A DISTANCE OF 23.00 FEET; THENCE S45°45'17"E A DISTANCE OF 7.49 FEET; THENCE S11°47'21"W A DISTANCE OF 119.17 FEET TO THE SOUTH LINE OF SAID LOT 18; THENCE N78°13'12"W ALONG THE SOUTH LINE OF SAID LOTS 15 THROUGH 18 A DISTANCE OF 174.45 FEET TO THE POINT OF BEGINNING; CONTAINING 29,932 SQUARE FEET OR .0687 ACRES, MORE OR LESS.

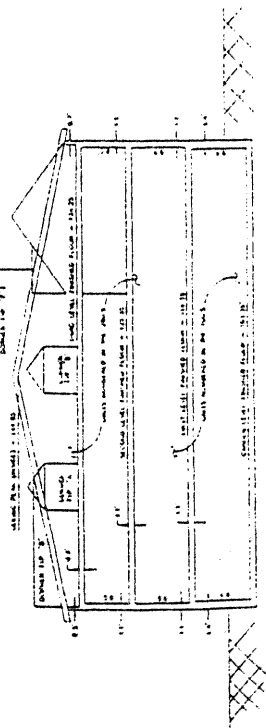
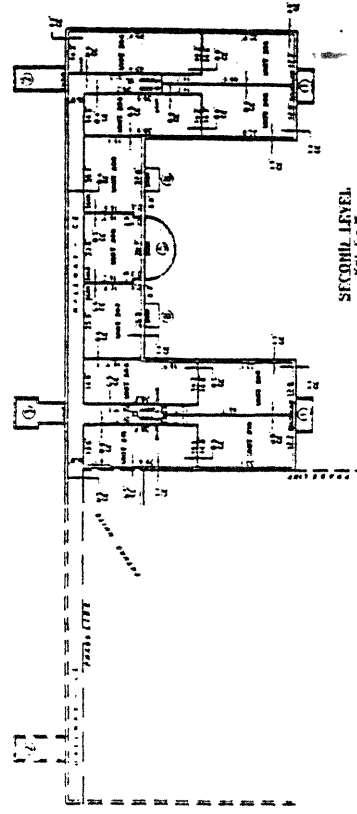
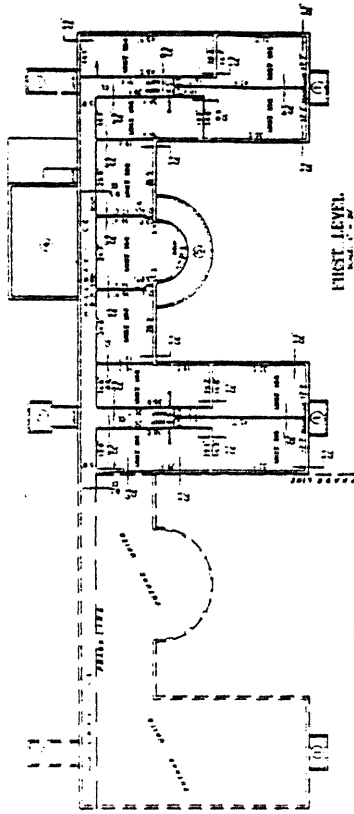
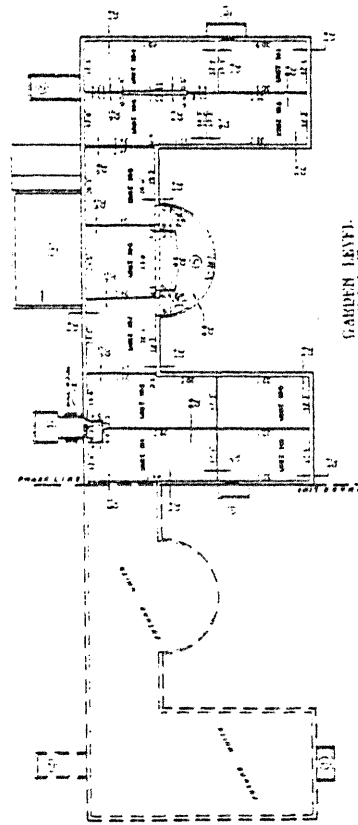
EXHIBIT B
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
FAIRVIEW PLACE RESIDENCES

<u>Condominium Unit No.</u>	<u>Undivided Interest in Common Elements Appurtenant to the Condominium Unit and Percentage of Association Common Expenses Allocable to the Condominium Unit</u>
201	.0441
202	.0453
203	.0520
204	.0552
205	.0463
206	.0648
207	.0454
208	.0512
209	.0463
210	.0463
211	.0501
301	.0345
302	.0345
303	.0503
304	.0487
305	.0381
306	.0370
307	.0374
308	.0505
309	.0352
310	.0380
311	.0488

FAIRVIEW PLACE RESIDENCES

PLANS 1 CURVED AREA L&P
ALL OR PARTS OF LOTS 4 - 8 AND 13 - 18 OF BLOCK 2A, HIGHLAND PARK
IN THE NW 1/4 OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M.
CITY AND COUNTY OF DENVER, STATE OF COLORADO

SHEET 3 OF 3



ELEVATION OF PORCHES

EAST ELEVATION

THIRD FLOOR



EXHIBIT D
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
FAIRVIEW PLACE RESIDENCES

EASEMENTS

1. Easement granted to Mile Hi Cablevision in instrument recorded July 18, 1983 at Reception No. 32192.
2. Easements for ingress and egress as set forth in Agreement recorded March 14, 1939 in Book 5275 at Page 381.
3. Terms, provisions, conditions, obligations and agreements as contained in Ordinance relating to Zoning recorded October 6, 1995 at Reception No. 950124171.
4. Easement contained in Section 11.9 of this Declaration which grants rights of ingress and egress and for the installation and maintenance of utilities to all parties who have a legal interest in any property which is a part of the Planned Unit Development in which the Property is located.

EXHIBIT E
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
FAIRVIEW PLACE RESIDENCES

Legal Description of Entire Property:

ALL OF LOTS 6 - 8 AND LOTS 12 - 19 AND PARTS OF LOTS 4, 5 & 20, BLOCK 24, HIGHLAND PARK, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 12, ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST FAIRVIEW PLACE; THENCE N11°25'59"E ALONG THE WEST LINE OF SAID LOT 12 A DISTANCE OF 195.75 FEET TO A POINT OF CURVE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST BELROS PLACE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CHORD WHICH BEARS N89°52'20"E, A CENTRAL ANGLE OF 10°23'41" AND A RADIUS OF 1126.50 FEET, A DISTANCE OF 204.37 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE S84°55'45"E A DISTANCE OF 50.34 FEET TO THE EAST LINE OF SAID LOT 6; THENCE S11°25'59"W ALONG SAID EAST LINE A DISTANCE OF 91.90 FEET; THENCE S79°47'01"E A DISTANCE OF 52.51 FEET; THENCE S67°20'16"E A DISTANCE OF 13.46 FEET; THENCE S14°06'07"E A DISTANCE OF 9.99 FEET; THENCE S79°47'01"E A DISTANCE OF 30.00 FEET TO THE EAST LINE OF SAID LOT 4; THENCE S11°25'59"W ALONG SAID EAST LINE A DISTANCE OF 20.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE S79°47'01"E ALONG SAID NORTH LINE A DISTANCE OF 23.00 FEET; THENCE S45°45'17"E A DISTANCE OF 17.87 FEET; THENCE S79°47'01"E A DISTANCE OF 62.02 FEET TO THE EAST LINE OF SAID LOT 19; THENCE S08°27'18"W A DISTANCE OF 115.46 FEET TO THE SOUTH LINE OF SAID LOT 20; THENCE N78°13'12"W ALONG THE SOUTH LINE OF SAID LOTS 12 THROUGH 20 A DISTANCE OF 456.01 FEET TO THE POINT OF BEGINNING;

CONTAINING 82,986 SQUARE FEET OF 1,905 ACRES, MORE OR LESS.

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FAIRVIEW PLACE RESIDENCES

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FAIRVIEW PLACE RESIDENCES (the "Declaration") is made this 13th day of May, 1999, by Fairview Partners, LLC, a Colorado limited liability company (hereinafter called "Declarant").

WITNESSETH:

WHEREAS, Declarant caused the Declaration to be recorded on March 18, 1999 at Reception No. 9900048195 in the office of the Clerk and Recorder for the City and County of Denver, State of Colorado; and

WHEREAS, pursuant to Paragraph 15.2 of the Declaration, the Declarant is granted the right to record technical amendments to the Declaration.

NOW, THEREFORE, pursuant to and in compliance with Paragraph 15.2 of the Declaration, the Declarant hereby publishes and declares as follows:

1. Paragraph 7.1 of the Declaration is replaced in its entirety by the following:

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

2. Exhibits B and B-1 are replaced in their entirety by the Amended Exhibit B and Amended Exhibit B-1 attached hereto.

IN WITNESS WHEREOF, the Declarant has executed this document as of this 13th day
of May, 1999.

FAIRVIEW PARTNERS, LLC,
a Colorado limited
liability company

By: Harold F. Harmer
Harold F. Harmer, Manager

STATE OF COLORADO)

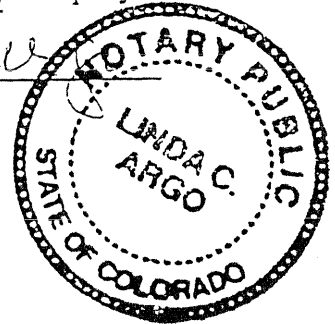
) ss.

CITY AND COUNTY OF DENVER)

THE ABOVE AND FOREGOING AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR FAIRVIEW PLACE RESIDENCES
was acknowledged before me this 13th day of May, 1999, by Harold F.
Harmer, Manager of Fairview Partners, LLC, a Colorado limited liability company.

Linda C. Argo
Notary Public

My commission expires: 12-17-99



AMENDED EXHIBIT B
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
FAIRVIEW PLACE RESIDENCES

Undivided Interest in Common Elements
Appurtenant to the Condominium Unit
and Percentage of Association Common Expenses

Condominium
Unit No. Allocable to the Condominium Unit

101	.0441
102	.0453
103	.0520
104	.0552
105	.0463
106	.0648
107	.0454
108	.0512
109	.0463
110	.0463
111	.0501
201	.0345
202	.0345
203	.0503
204	.0487
205	.0381
206	.0370
207	.0374
208	.0505
209	.0352
210	.0380
211	.0488

AMENDED EXHIBIT B-1
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
FAIRVIEW PLACE RESIDENCES

UNDIVIDED INTEREST IN COMMON ELEMENTS
AND PERCENTAGE OF ASSOCIATION COMMON EXPENSES
AFTER ANNEXATION OF ADDITIONAL 14 RESIDENTIAL CONDOMINIUM UNITS

Unit Number	Interest	Unit Number	Interest	Unit Number	Interest
101	.0270	113	.0406	207	.0230
102	.0278	114	.0268	208	.0310
103	.0319	115	.0326	209	.0216
104	.0337	116	.0264	210	.0233
105	.0284	117	.0284	211	.0300
106	.0397	118	.0327	212	.0230
107	.0278	201	.0212	213	.0235
108	.0314	202	.0212	214	.0219
109	.0284	203	.0309	215	.0312
110	.0284	204	.0299	216	.0206
111	.0307	205	.0234	217	.0223
112	.0278	206	.0228	218	.0287

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FAIRVIEW PLACE RESIDENCES

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FAIRVIEW PLACE RESIDENCES (the "Declaration") is made this 13th day of May, 1999, by Fairview Partners, LLC, a Colorado limited liability company (hereinafter called "Declarant").

WITNESSETH:

WHEREAS, Declarant caused the Declaration to be recorded on March 18, 1999 at Reception No. 9900048195 in the office of the Clerk and Recorder for the City and County of Denver, State of Colorado; and

WHEREAS, pursuant to Paragraph 15.2 of the Declaration, the Declarant is granted the right to record technical amendments to the Declaration.

NOW, THEREFORE, pursuant to and in compliance with Paragraph 15.2 of the Declaration, the Declarant hereby publishes and declares as follows:

1. Paragraph 7.1 of the Declaration is replaced in its entirety by the following:

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

2. Exhibits B and B-1 are replaced in their entirety by the Amended Exhibit B and Amended Exhibit B-1 attached hereto.

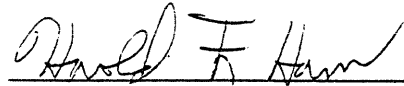
of insurance policies. No indemnification shall be provided for acts constituting gross negligence, nor for fraud, nor for more reprehensible conduct. In the event of a settlement, the settlement shall be approved by the insurance carrier and paid for by the insurance carrier out of the insurance proceeds. The foregoing rights shall not be exclusive of other rights to which such director or officer may be entitled.

ARTICLE XVI
MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall end on the last day of January every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. Conflict of Documents. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in case of any conflict between the Articles of Incorporation and the Declaration, the Declaration shall control.

IN WITNESS WHEREOF, we the undersigned, being all of the directors of FAIRVIEW PLACE RESIDENCES CONDOMINIUM ASSOCIATION, INC., have hereunto set our hands this 10th day of March, 1999.

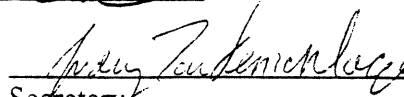


President

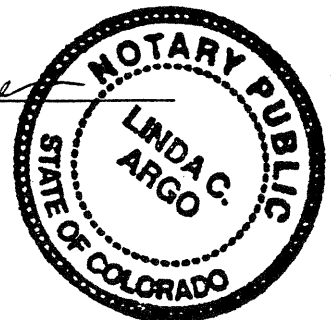
I, the undersigned, do hereby certify: THAT I am the duly elected and acting Secretary of FAIRVIEW PLACE RESIDENCES CONDOMINIUM ASSOCIATION, INC., a Colorado nonprofit corporation, and

THAT the foregoing Bylaws constitute the Bylaws of said Association, as duly adopted at a meeting of the Members thereof, held March 10, 1999, and that as of the date hereinafter subscribed, said Bylaws are in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 10th day of March, 1999.



Secretary



IN WITNESS WHEREOF, the Declarant has executed this document as of this 13th day of May, 1999.

FAIRVIEW PARTNERS, LLC,
a Colorado limited
liability company

By: Harold F. Harmer
Harold F. Harmer, Manager

STATE OF COLORADO)

) ss.

CITY AND COUNTY OF DENVER)

THE ABOVE AND FOREGOING AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FAIRVIEW PLACE RESIDENCES was acknowledged before me this 13th day of May, 1999, by Harold F. Harmer, Manager of Fairview Partners, LLC, a Colorado limited liability company.

Linda C. Argo
Notary Public

My commission expires: 12-17-99

