

# WASH PARK NORTH CONDOMINIUMS

## RULES AND REGULATIONS

August 4, 2010

## MEMORANDUM

TO: Homeowners and Tenants  
FROM: Board of Directors of Wash Park North Condominium, Inc.  
DATE: August 4, 2010  
SUBJECT: Rules and Regulations of Wash Park North Condominiums

Welcome to Wash Park North Condominiums! Please find attached a set of Rules and Regulations that your Board of Directors has adopted in the sincere best interest for the preservation of pleasant, quality living for all members and tenants and to keep common expenditures as low as possible. These rules and regulations are in addition to the Declaration of Covenants, Conditions, and Restrictions (CCRs) and other adopted policies of the Association. As a reminder, gas and water is included as part of each unit's HOA dues, and we encourage you to conserve these resources as the amount used has a direct impact on dues assessed. We solicit your efforts and cooperation in making Wash Park North Condominiums a place where all can be proud to call home.

We ask that you read the attached carefully. All homeowners are to provide a copy of these Rules and Regulations to prospective tenants before they sign a lease. Please interview and screen your tenants carefully. It is only with your cooperation that the peace and comfort for the residents and the quality of your investment can be protected.

A tenant should contact his/her homeowner should something inside the condo require attention. In order to keep maintenance fees/rents to a minimum, each of us must cooperate in this endeavor.

Should you observe anyone in violation of the Rules and Regulations, please describe the violation in writing and present it to a member of the Board or mail it to the Managing Agent. No action shall be taken unless a written complaint is submitted to the Board. Your name will not be quoted as the informer. Violation and complaint forms are available in the adopted Policy for Covenant Rule Enforcement.

These rules and regulations will be enforced in accordance with the adopted policies of the Association, and fines will be imposed by the Board as they deem necessary. These rules and regulations, where applicable, are subject to the City and County of Denver zoning code, ordinances, and regulations and may be enforced by the locality without regard to any remedies pursued by the Association. Additionally,

I. Any fine assessed by the Board, if not voluntarily paid by the scheduled assessment due date, will be added to the account of the violating homeowner.

II. The Board shall have the power, upon finding a violation of the Rules and Regulations, to suspend the voting rights of the owner, provided the owner and tenant have received proper notice of the infraction.

III. If the Board is forced to bring legal action to abate the conduct of the offender, the offender shall be subject to liability for costs, expert witness fees and the Association's attorney's fees.

Attachment

**WASH PARK NORTH CONDOMINIUMS**  
**RULES AND REGULATIONS**

**RULES PERTAINING TO THE LEASING OF UNITS**

The Board of Directors desires to formally proclaim Rules and Regulations regarding leasing of individual units at Wash Park North Condominiums:

THEREFORE, the following Rules and Regulations shall apply:

I. A unit owner is required to provide written notice to the Managing Agent of any change of unit owner's address if different from the address of the unit.

II. A unit owner is responsible for fully advising his/her tenant of the Rules and Regulations and providing such tenant with a complete copy of the most current version of the Rules and Regulations and to stress compliance before signing the lease. Tenants residing at Wash Park North are subject to all Rules and Regulations. The owner shall be subject to fines and termination of rights to use the common elements as well as be subject to fines levied by the Association.

III. There shall be no short-term leasing. All leases shall be in writing and all initial leases must be for a minimum duration period of six (6) months.

IV. Residency of a unit is subject to Federal, State, and Local laws and ordinances.

V. An owner who leases his/her unit shall supply a copy of the lease to the Managing Agent each time a change in the lease occurs along with the full names and ages of all tenants and disclosing the type of pets (on the Pet Registration form), a background check, vehicle descriptions and license plate numbers. This information is to be sent to the Managing Agent within ten (10) days of execution. There may be a \$100.00 fine imposed to the unit owner if a copy of this information is not received by the Managing Agent within the prescribed time limit.

VI. When an owner leases his unit, the right to use the common areas and facilities ceases for the owner and becomes available to the tenant for the period of the tenancy.

VII. No work of any kind shall be done upon the exterior building walls, roof, entryways, balconies, decks, or upon the general or limited common elements by a unit owner, family members, guests, resident, tenants or lessees without the prior written permission of the Board of Directors.

VIII. All owners/tenants, lessees, residents must register each vehicle residing (parking on the premises) with the Managing Agent. Any non-registered vehicles, or those vehicles parking in any designed handicap parking space without display of a current handicap parking permit, will be towed at the vehicle owner's expense. The attached vehicle registration form may be used for this purpose.

IX. No landscaping or gardening will be permitted in the general or common areas of the

premises without prior express written permission of the Board of Directors.

X. A unit owner planning to remodel or repair his/her unit is required to submit a plan and specifications to the Board for approval prior to commencement of any remodeling or repair work. Any work that requires hammering, sawing, or drilling must be done Monday through Saturday, excluding legal holidays, between the hours of 8:00 a.m. and 7:00 p.m.

XI. No owners, family members, guests, residents, tenants/lessees shall install wiring for electrical or telephone equipment for any other purpose, nor shall any television or radio antenna, machines or air conditioning units be installed on the exterior of the buildings (except for those rooftop air conditioning units already installed) including part of the balcony, or that protrude through the walls or roof of a building, without prior written approval of the Board of Directors.

XII. Disposition of garbage shall be only by the use of the garbage disposal located in each kitchen sink. All trash and newspapers shall be securely bagged in plastic bags and deposited in the designated trash receptacles maintained by the Association. Trash and any recycling service shall only be provided in accordance with those services provided by the City and County of Denver to all owners. No oversized or heavy items may be disposed of in the dumpster area. All additional charges imposed by the City of Denver for any excess trash will be assessed to the owner of the unit responsible for the cost.

XIV. Outside doors leading to any common area, including the entry door and main floor garage doors that access parking spaces 1 -3 shall remain closed at all times. Do not let unknown persons have access into the building.

### **BALCONIES, PATIOS, DECKS, LIMITED AND GENERAL COMMON AREAS**

The Board of Directors desires to formally proclaim Rules and Regulations regarding the use of balconies, patios, hallways, common areas and limited common areas.

THEREFORE, the following Rules and Regulations shall apply:

I. The balconies, patios, decks and limited and general common areas shall be used only for their intended purposes and shall not be used for hanging laundry or any other articles, or for cleaning rugs, household articles or other items.

II. Balconies, patios and decks shall not be used as storage areas for personal property.

III. Balcony, patio, and deck iron railings shall be maintained by the unit owner and the only paint color permitted shall be black in a satin or glossy finish.

IV. All patios, balconies, decks and limited and general common areas will be kept clean and neat at all times.

V. The common element deck shown as "Deck CE" on the Fourth Floor Loft Plan as depicted on Sheet 3 of the recorded Wash Park North Condominiums map shall be for maintenance use only.

VI. All parking and storage spaces are common elements and all spaces, including parking, bike storage, lockers, or other storage shall be assigned to a unit owner by the Board of Directors in its sole discretion. The Association shall maintain the common areas; however, each unit owner or tenant utilizing any of the common elements does so at their own risk and understands and agrees the HOA has no responsibility for any personal property stored in the common areas, including but not limited to parking of vehicles and the contents stored within, storage of bicycles, personal property in storage lockers, locks, etc. Each unit owner or its tenant should have insurance for all personal property whether stored in the unit or within common areas.

VII. At the Board's sole discretion, certain common element storage may be made available for lease on a first come first served basis. The Managing Agent shall maintain a reservation waiting list of those owners or tenants that desire to lease such available space in the future. The Managing Agent shall contact the unit owner or tenant by reservation order as space becomes available. If a unit owner or tenant becomes more than two (2) months past due on any storage lease payment, the Board may, after 3 days notice of intent to evict, remove the contents of such storage and lease the storage space to another unit owner or tenant. The established monthly rate shall be prorated to day of use. HOA income generated from leasing of storage spaces can be used towards operating expenses or as the Board deems fit.

VIII. No "For Sale" signs or "For Rent" signs may be placed on the general common elements. Signs may be placed only within the interior of the unit.

IX. The only items permitted on balconies, patios, and decks are one (1) propane barbeque grill, one (1) set of regulation patio furniture, and plants. All grills and patio furniture shall be maintained in a neat and clean condition. No open fire pits are permitted.

X. Unit owners, family members, their guests, residents, tenants or lessees shall not use sidewalks, driveways, parking garage, entrances, hallways, stairwells and passageways as play areas or for bicycling or skating.

XI. No glass bottles are permitted on the entry patio or parking garage areas. Food or beverages brought into these areas must be in plastic, metal or paper containers.

XII. Keep common areas clean by putting paper and refuse into the containers provided.

XIII. No smoking will be permitted in any general common areas.

XIV. No running, riding bicycles, skateboards, roller skates, scooters or Frisbees are permitted in the common areas at any time.

XV. No screaming or yelling in common areas. This disturbs the residents living in adjacent units.

XVI. Rules pertaining to loud noises or inappropriate behavior of guests apply to all residents, tenants, and guests.

XVII. Transistor radios, CD or other music players (whether portable or from automobile), computers, or TV sets must be played at a volume so as not to unreasonably disturb

others.

XVIII. An owner shall be responsible for the acts of his/her tenants, guests or family members. Any damage to any general common element and area shall be billed to the owner of the unit responsible for the costs to repair such damage.

XIX. Access to the front entry door, garage parking areas, and storage rooms shall be by pass key or controller only. For the safety of all unit owners and tenants, the front entry door, garage doors, and any door leading to a common area shall be kept closed at all times. Each unit owner shall be required to place a \$15 key deposit with the HOA at all times. The deposit will be charged with the initial dues and retained by the HOA. Replacement keys will be billed against the deposit account.

XX. The Association shall contract for snow removal on general common areas. The unit owner shall be responsible for snow removal within 24 hours from the cessation of each storm from all patios, decks, and balconies that are a limited common element to a particular unit. The unit owner shall be responsible for all costs to repair damages to a general or limited common element due to failure to comply with this regulation.

#### **RULES PROHIBITING LOUD, DISTURBING, OFFENSIVE NOISES OR ACTIVITIES**

The Board of Directors desires to formally proclaim Rules and Regulations prohibiting loud, disturbing, offensive noises or activities;

THEREFORE, the following Rules and Regulations shall apply:

I. No loud disturbing noises or activities shall be conducted in any unit or any portion of the common areas.

II. Special care shall be taken not to disturb the peace and tranquility of any resident at any time and especially between the hours of 9:00 p.m. and 7:00 a.m.

III. At all times, TVs, stereos and other noisemaking devices must be operated so as not to disturb the peace and tranquility of any resident. Such noisemaking devices must be operated so that no noise is audible outside the operator's unit, especially between the hours of 9:00 p.m. and 7:00 a.m. This also applies to car radios and stereos.

IV. No loud parties or loud activities shall be conducted in any unit, including patios, decks, and balconies, or in any portion of the common areas which disturb the peace and tranquility of any resident.

V. In addition, the Board of Directors shall have the power, upon finding a violation of the above rules, to fine the owner and to suspend the voting rights of the owner for up to 60 days per infraction, provided the owner or tenant has had notice in writing.

Wash Park North HOA  
November 7, 2015

Revision to Rules and Regulations Regarding Pets

Revised rule number II, page 5 (Approved by the board of directors at a duly called meeting on January 14<sup>th</sup>, 2014.)

Not more than two (2) domestic pets per unit may be kept. Of those, only one may be a dog. Pets should be kept in the unit and are not allowed to roam freely in the common areas of the building. If an animal becomes obnoxious to other residents, the owner/tenant shall be given written notice by the Managing Agent to correct the problem. If not corrected, the owner/tenant will be required to remove the animal from the premises. Rules and Regulations established by the City and County of Denver will be strictly adhered to by an animal owner. Also refer to Section 10.5 of the CCRs entitled "**Household Pets**". Any owner that purchased a unit prior to the implementation of this rule change will be grandfathered in and allowed to keep two domestic pets, of any combination (subject to the terms and provisions of the HOA Rules and Regulations...), for as long as they remain owners of the unit.

Revised rule number II, page 5 (Approved by the board of directors on November 7, 2015)

Not more than two (2) domestic pets per unit may be kept for owners; not more than one (1) pet may be kept by tenants. Absolutely no Pit bull, Pit bull mixes or Pit bull types shall be permitted and are prohibited in the City of Denver. Under Denver's Ordinance Sec. 8-55, pit bull breeds (American Pit Bull Terrier, American Staffordshire Terrier, or Staffordshire Bull Terrier) are banned in the City and County of Denver. No Cane Corsos, Doges De Bordeaux, or Chows shall be permitted in the building.

Pit bull mixes or type dogs are defined as any dog displaying the majority of physical traits of any one or more of the above breeds, or any dog exhibiting those distinguishing (physical) characteristics, which substantially conform to the standards established by American Kennel Club or United Kennel Club.

Vicious and / or aggressive dogs of other breeds not listed (regardless of size or weight) that lunge, snarl, or otherwise try to or do attack other pets and/or humans, shall be removed from the premises by owner immediately upon formal complaint. If an animal becomes obnoxious to other residents, or otherwise repeatedly disturbs the peace, the owner/tenant shall be given written notice by the Managing Agent to correct the problem. If not corrected per timeline agreed to by the Board, the owner/tenant will be required to remove the animal from the premises. Pets should be kept in the unit and are not allowed to roam freely in the common areas of the building. Pet owners must provide yearly vaccination records of each pet to the Managing Agent. New pets must get along with existing pets in the building. New pet owners have a duty to socialize new pets with existing pets in the building in a thoughtful and caring manner. Rules and Regulations established by the City and County of Denver will be strictly adhered to by an animal owner. Also refer to Section 10.5 of the CCRs entitled "**Household Pets**".

## **RULES AND REGULATIONS REGARDING PETS**

The Board of Directors wishes to formally proclaim Rules and Regulations regarding pets at Wash Park North.

THEREFORE, the following Rules and Regulations shall apply:

I. Absolutely no pet snakes, pet pigs or reptiles shall be kept, maintained or harbored on the premises. No exception to this rule is acceptable.

II. Not more than two (2) domestic pets per unit may be kept and no large dogs such as German shepherds, police dogs, Rottweilers, Rhodesian Ridgebacks, Pitbulls, Chows, Doberman Pinschers, Labrador retrievers are permitted. Dogs such as Bishon, Chihuahua, miniature poodle, Pomeranian are acceptable. Pets are to be kept inside units at all times. If an animal becomes obnoxious to other residents, the owner/tenant shall be given written notice by the Managing Agent to correct the problem. If not corrected, the owner/tenant will be required to remove the animal from the premises. Rules and Regulations established by the City and County of Denver will be strictly adhered to by an animal owner. Also refer to Section 10.5 of the CCRs entitled "*Household Pets.*"

III. When on or in the common areas an animal must be on a leash and must be attended by the animal owner. Common areas shall mean, for the purpose of this regulation, all hallways, stairways, landscaped areas, elevators, storage areas, parking areas, and trash enclosures. Owners are required to immediately clean up all animal droppings.

IV. No animal may be located or confined to any stationary object in the common areas. No animal may be left on a balcony or patio unattended. No animal shall be chained to a deck, patio or balcony railing as a mean of containment.

V. Owners are responsible for any property damage, injury or disturbance that a pet being kept within their unit may cause or inflict.

VI. No animal shall be permitted to bark, howl, whine or make other noises for such time as it disturbs the peace and tranquility for other residents.

VII. All pets must be registered on the enclosed form that must be completed and turned in to the Managing Agent within 3 days after pet is brought into a unit. Tenants/Owners who fail to register their pets will be subject to fines.

## **VEHICULAR TRAFFIC POLICIES**

The Board of Directors desires to formally proclaim Rules and Regulations regarding the use of driveways and parking areas within Wash Park North that it may equitably and consistently enforce die Declarations and By-laws.

THEREFORE, the following Rules and Regulations shall apply:

I. All owners and tenants must register their vehicle(s) with the Managing Agent upon



occupancy using the enclosed form.

II. Any common sidewalks, driveways, entrances, stairwells, halls and passageways shall not be obstructed or used by any unit owner or owners, family members, guests, tenants/lessees or residents for any other purpose than ingress or egress from the units.

III. No vehicle or vehicles belonging to or under the control of a unit owner or owners, family members, guests, tenants/lessees, residents or employees of a unit owner shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from any part of the premises, including elevator, other parking space, etc. This regulation shall be strictly observed.

IV. No inoperable vehicle or non-registered vehicles shall be stored in designated parking areas or limited common areas. No vehicle repair shall be done in the designated parking areas or limited common areas. No changing of oil is permitted in any parking place. A parking place where a vehicle has leaked an excessive amount of oil or fluid must be cleaned by the vehicle owner. Otherwise, if Wash Park North maintenance personnel have to clean it up, there will be a \$50.00 charge to the owner/tenant.

V. Parking of recreational vehicles such as motor homes, trailers, campers, boats or related equipment or accessories will not be permitted in the common parking areas.

VI. The speed limit for garage entrance and parking areas within Wash Park North shall be ten (10) miles per hour.

VII. The Board of Directors shall cause stop and yield signs to be erected at its discretion.

VIII. All guests' cars must utilize on street parking.

IX. Unlicensed vehicles or vehicles with expired license plate "tags" are not allowed to be parked in the common areas. Such vehicles will be towed from the complex by the Association at the owner's expense.

X. Children will not be permitted to ride bicycles, skateboards, scooters, or play in the parking garage areas.

XI. Vehicle owners parked illegally in a "striped" no-parking area of the will be subject to a fine. Vehicle owners illegally parked in an assigned parking space may have the vehicle towed by the owner/tenant of that assigned parking space at the vehicle owner's expense.

**WASH PARK NORTH CONDOMINIUMS  
DOG REGISTRATION FORM**

**UNIT NO:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PET OWNER:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**DOG'S NAME:** \_\_\_\_\_

**BREED:** \_\_\_\_\_

**COLOR:** \_\_\_\_\_

**WEIGHT:** \_\_\_\_\_ **AGE:** \_\_\_\_\_

**LICENSE NO:** \_\_\_\_\_

**RABIES TAG NO:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**Mail to: Wash Park North Managing Agent**

**c/o** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# **WASH PARK NORTH CONDOMINIUMS**

## **VEHICLE REGISTRATION FORM**

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**Resident/Tenant Name:**

**Date:**

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**Unit Number:**

**Telephone Number:**

---

**(Make) 1.                      (Model)                      (Color)                      (License Number)**

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**(Make) 3.                      (Model)                      (Color)                      (License Number)**

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**(Make) 4.                      (Model)                      (Color)                      (License Number)**

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**(Make) 5.                      (Model)                      (Color)                      (License Number)**

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How many parking spaces have you been assigned: One \_\_\_\_\_ Two \_\_\_\_\_

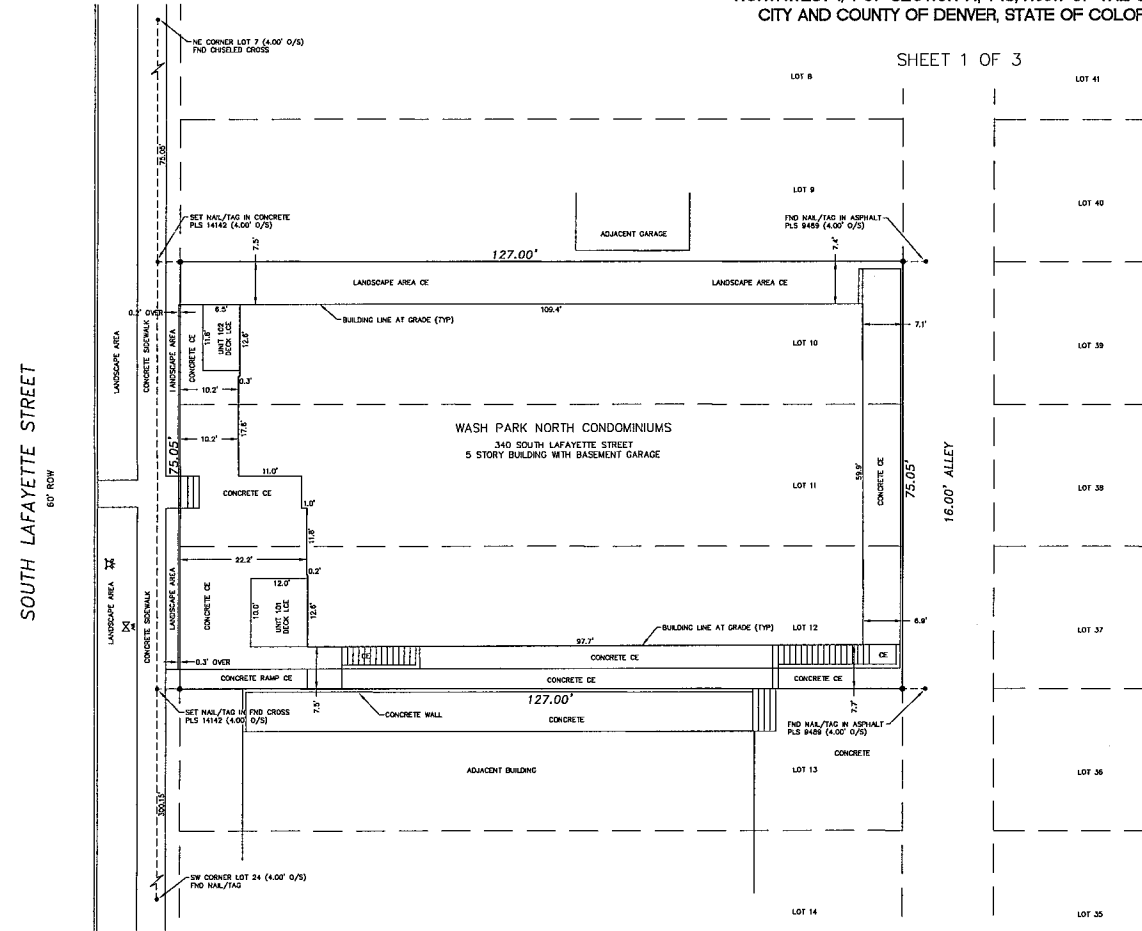
Provide your assigned parking space numbers (1 thru 23) \_\_\_\_\_ and \_\_\_\_\_

**NOTE:** Please update this information on a new form and provide to the Managing Agent when you purchase/replace a vehicle.

# WASH PARK NORTH CONDOMINIUMS

LOTS 10 THRU 12, BLOCK 7, FITZGERALD'S SUBDIVISION LOCATED IN THE NORTHWEST 1/4 OF SECTION 14, T4S, R68W OF THE 6TH P.M. CITY AND COUNTY OF DENVER, STATE OF COLORADO

SHEET 1 OF 3



### LEGAL DESCRIPTION:

LOTS 10 TO 12, INCLUSIVE, IN BLOCK 7, FITZGERALD'S SUBDIVISION OF BLOCK 7, 8 AND 9, LAKE VIEW, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

### DECLARANT'S CERTIFICATE:

WASH PARK NORTH, LLC AS THE OWNER OF THE ABOVE DESCRIBED PROPERTY, AS THE SAME IS DEFINED IN THE CONDOMINIUM DECLARATION OF WASH PARK NORTH CONDOMINIUM ASSOCIATION, INC., RECORDED ON \_\_\_\_\_ 2010, AT RECEPTION NO. \_\_\_\_\_, IN THE RECORDS OF THE CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER, COLORADO, AS AMENDED AND SUPPLEMENTED ("DECLARATION"), FOR THE HEREIN DESCRIBED PROPERTY, DOES HEREBY CERTIFY THAT THIS CONDOMINIUM MAP WAS PREPARED PURSUANT TO THE DECLARATION IN ORDER TO SUBMIT THE HEREIN DESCRIBED PROPERTY TO THE CONDOMINIUM FORM OF OWNERSHIP PURSUANT TO THE COLORADO COMMON INTEREST OWNERSHIP ACT, C.R.S. 38-33.3-101 AT SEC. 1973, AS AMENDED AND SUPPLEMENTED.

WASH PARK NORTH, LLC

BY: \_\_\_\_\_ AS: \_\_\_\_\_

STATE OF COLORADO }  
COUNTY OF } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_

DAY OF \_\_\_\_\_ 2010, A.D. BY \_\_\_\_\_

AS \_\_\_\_\_ OF WASH PARK NORTH, LLC.

WITNESS MY HAND AND OFFICIAL SEAL NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

ADDRESS \_\_\_\_\_

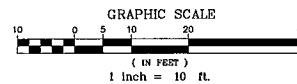
### NOTES:

- 1) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY RUBINO SURVEYING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD, RIGHT OF WAY OR TITLE OF RECORD. RUBINO SURVEYING RELIED UPON SECURITY TITLE GUARANTY CO., COMMITMENT NO. \_\_\_\_\_ DATED \_\_\_\_\_ 2010.
- 2) DIMENSIONS FROM PROPERTY LINE TO BUILDINGS ARE TO EXTERIOR WALLS OF THE BUILDINGS AND NOT CANOPIES, EAVES, PATIOS, OR SIMILAR ARCHITECTURAL FEATURES. ANY PORTION OF THE PROPERTY THAT IS NOT A UNIT OR LCE IS A CE.
- 3) LCE DENOTES LIMITED COMMON ELEMENT, CE DENOTES COMMON ELEMENT.
- 4) ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT, IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
- 5) BENCHMARK - CDD NO. BM 360A, CDD BRASS CAP SE CORNER, TOP CURB, AT ALAMEDA AND DOWNING STREET, ELEVATION 5303.35 NAVD 88 DATUM. THIS BENCHMARK WAS USED TO CALCULATE THE ELEVATIONS SHOWN ON SHEET 3.
- 6) THE PROPERTY DESCRIBED AND SHOWN ON THIS CONDOMINIUM MAP IS SUBJECT TO DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS AS SET FORTH BY THE COLORADO COMMON INTEREST OWNERSHIP ACT AND THE DECLARATION.
- 7) STRUCTURAL, UTILITY, AND/OR MECHANICAL COMPONENTS EXISTING IN THE BUILDING ARE COMMON ELEMENTS AND AN EXCLUSION TO THE UNITS AS FURTHER SET FORTH IN THE DECLARATION.
- 8) ALL DIMENSIONS OF UNITS ARE TO UNFINISHED WALL SURFACES. FURTHER DEFINITION OF OWNERSHIP IS OUTLINED IN THE DECLARATION.
- 9) ALL PARKING SPACES ARE CE THAT ARE SUBJECT TO ASSIGNMENT AS PROVIDED IN THE DECLARATION.

### SURVEYOR'S CERTIFICATE:

I, ROBERT J. RUBINO, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF WASH PARK NORTH CONDOMINIUMS WAS MADE UNDER MY SUPERVISION AND THE ACCOMPANYING MAP ACCURATELY AND PROPERLY SHOWS SAID CONDOMINIUMS AND THE SURVEY THEREOF AND STRUCTURAL COMPONENTS OF THE BUILDING SHOWN HEREON ARE SUBSTANTIALLY COMPLETE. FURTHER THIS CONDOMINIUM MAP CONTAINS ALL OF THE INFORMATION REQUIRED BY SECTION 209, ARTICLE 33.3, TITLE 38, COLORADO REVISED STATUTES 1973, AS AMENDED AND SUPPLEMENTED.

ROBERT J. RUBINO \_\_\_\_\_ DATE \_\_\_\_\_  
PLS 14142



prepared by:  
RUBINO SURVEYING  
3312 AIRPORT ROAD  
BOULDER, COLORADO 80301  
(303) 484-3315

DATE: 3/11/10 REV: 3/13/10 REV: 6/09/10 REV: 6/10/10 REV: 6/12/10 REV: 6/24/10

### CLERK AND RECORDER'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS CONDOMINIUM MAP WAS FILED FOR RECORD IN MY OFFICE AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2010, AT RECEPTION NO. \_\_\_\_\_ IN CONDOMINIUM BOOK \_\_\_\_\_ AT PAGES \_\_\_\_\_

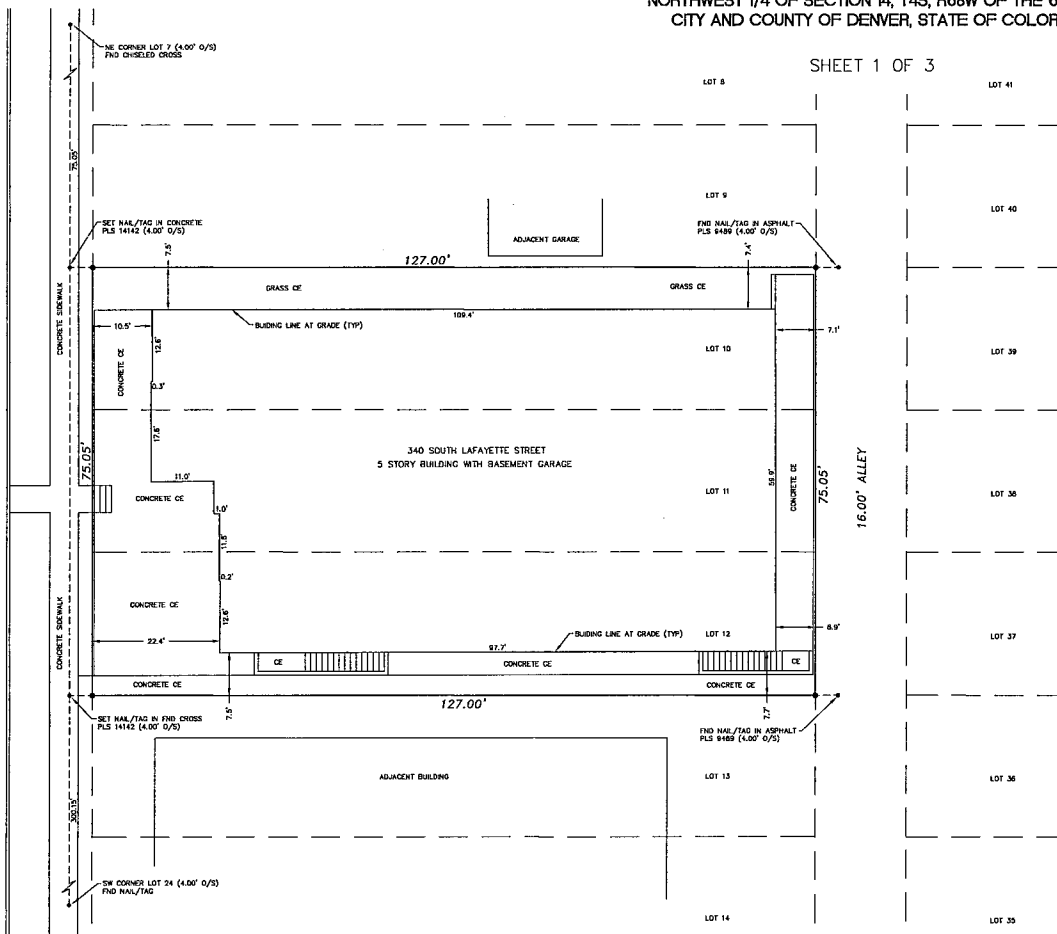
DENVER COUNTY CLERK AND RECORDER \_\_\_\_\_ DEPUTY \_\_\_\_\_

# 340 SOUTH LAFAYETTE CONDOMINIUMS

LOTS 10 THRU 12, BLOCK 7, FITZGERALD'S SUBDIVISION LOCATED IN THE NORTHWEST 1/4 OF SECTION 14, T4S, R68W OF THE 6TH P.M. CITY AND COUNTY OF DENVER, STATE OF COLORADO

SHEET 1 OF 3

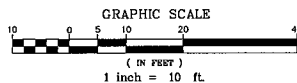
SOUTH LAFAYETTE STREET  
60' ROW



**SURVEYOR'S CERTIFICATE:**

I, ROBERT J. RUBINO, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF 340 SOUTH LAFAYETTE CONDOMINIUMS WAS MADE UNDER MY SUPERVISION AND THE ACCOMPANYING MAP ACCURATELY AND PROPERLY SHOWS SAID CONDOMINIUMS AND THE SURVEY THEREOF AND STRUCTURAL COMPONENTS OF THE BUILDING SHOWN HEREON ARE SUBSTANTIALLY COMPLETE. FURTHER THIS CONDOMINIUM MAP CONTAINS ALL OF THE INFORMATION REQUIRED BY SECTION 209, ARTICLE 33.3, TITLE 36, COLORADO REVISED STATUTES 1973, AS AMENDED AND SUPPLEMENTED.

ROBERT J. RUBINO \_\_\_\_\_ DATE \_\_\_\_\_  
PLS 14142



prepared by:  
RUBINO SURVEYING  
3312 AIRPORT ROAD  
BOULDER, COLORADO 80301  
(303) 484-0815

DATE: 3/11/10

**LEGAL DESCRIPTION:**

LOTS 10 TO 12, INCLUSIVE, IN BLOCK 7, FITZGERALD'S SUBDIVISION OF BLOCK 7, 8 AND 9, LAKE VIEW, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

**DECLARANT'S CERTIFICATE:**

CITYWIDE BANKS AS THE OWNER OF THE ABOVE DESCRIBED PROPERTY, AS THE SAME IS DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF 340 SOUTH LAFAYETTE CONDOMINIUMS, RECORDED ON \_\_\_\_\_ 2010, AT RECEPTION NO. \_\_\_\_\_ IN THE RECORDS OF THE CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER, COLORADO, AS AMENDED AND SUPPLEMENTED ("DECLARATION"), FOR THE HEREIN DESCRIBED PROPERTY, DOES HEREBY CERTIFY THAT THIS CONDOMINIUM MAP WAS PREPARED PURSUANT TO THE DECLARATION IN ORDER TO SUBMIT THE HEREIN DESCRIBED PROPERTY TO THE CONDOMINIUM FORM OF OWNERSHIP PURSUANT TO THE COLORADO COMMON INTEREST OWNERSHIP ACT, C.R.S. 38-33.1-101 AT SEC. 1973, AS AMENDED AND SUPPLEMENTED.

CITYWIDE BANKS

BY: \_\_\_\_\_ AS: \_\_\_\_\_

STATE OF COLORADO } SS  
COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2010, A.D. BY AS \_\_\_\_\_ OF CITYWIDE BANKS.

WITNESS MY HAND AND OFFICIAL SEAL NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

ADDRESS \_\_\_\_\_

**NOTES:**

- 1) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY RUBINO SURVEYING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD, RIGHT OF WAY OR TITLE OF RECORD. RUBINO SURVEYING RELIES UPON SECURITY TITLE GUARANTY CO., COMMITMENT NO. \_\_\_\_\_ DATED \_\_\_\_\_ 2010.
- 2) DIMENSIONS FROM PROPERTY LINE TO BUILDINGS ARE TO EXTERIOR WALLS OF THE BUILDINGS AND NOT CANOPIES, EAVES, PATIOS, OR SIMILAR ARCHITECTURAL FEATURES. ANY PORTION OF THE PROPERTY THAT IS NOT A UNIT OR LCE IS A CE.
- 3) LCE DENOTES LIMITED COMMON ELEMENT, CE DENOTES COMMON ELEMENT.
- 4) ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
- 5) BENCHMARK - CCD NO. RM 360A, CCD BRASS CAP SE CORNER, TOP CURB, AT ALAMEDA AND DOWNING STREET, ELEVATION 5303.35 NAVD 88 DATUM.
- 6) SITE BENCHMARK - CHISELED SQUARE, TOP OF CURB, 4' SOUTH OF SOUTH PROPERTY LINE EXTENDED, ELEVATION 5312.65.
- 7) THE PROPERTY DESCRIBED AND SHOWN ON THIS CONDOMINIUM MAP IS SUBJECT TO DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS AS SET FORTH BY THE COLORADO COMMON INTEREST OWNERSHIP ACT AND THE DECLARATION.
- 8) STRUCTURAL, UTILITY, AND/OR MECHANICAL COMPONENTS EXISTING IN THE BUILDING ARE COMMON ELEMENTS AND AN EXCLUSION TO THE UNITS AS FURTHER SET FORTH IN THE DECLARATION.
- 9) ALL DIMENSIONS OF UNITS ARE TO UNFINISHED WALL SURFACES. FURTHER DEFINITION OF OWNERSHIP IS OUTLINED IN THE DECLARATION.

**CLERK AND RECORDER'S CERTIFICATE**

THIS IS TO CERTIFY THAT THIS CONDOMINIUM MAP WAS FILED FOR RECORD IN MY OFFICE AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2010, AT RECEPTION NO. \_\_\_\_\_ IN CONDOMINIUM BOOK \_\_\_\_\_ AT PAGES \_\_\_\_\_

DENVER COUNTY CLERK AND RECORDER \_\_\_\_\_ DEPUTY \_\_\_\_\_