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DECLARATION

T.H. @ MILE-HI

THIS AMENDED DECLARATION (hereinafter referred to as the "Declaration") is made as of this 6th day, of March, 2002, by Denver Rental Company.com, L.L.C., a Colorado Limited Liability Company, the owner of real property located in the City and County of Denver, State of Colorado, known as 3049-3089 West 18th Avenue, Denver, Colorado and 1800-1816 Grove Street, Denver, Colorado, as more fully described in Exhibit A, attached hereto, and by this reference, made a part hereof (the "property")

RECITALS

THAT WHEREAS, Denver Rental Company.com, L.L.C., a Colorado Limited Liability Company ("Declarant") is the owner of real property located in the City and County of Denver, State of Colorado, known as 3049-3089 East 18th Avenue, Denver, Colorado and 1800-1816 Grove Street, Denver, Colorado, as more fully described in Exhibit A, attached hereto, and by this reference, made a part hereof (the "Property"); and,

WHEREAS, upon the Property there is constructed a building containing a total of twelve residential dwelling units and a separate building containing one dwelling unit (each such residential dwelling unit hereinafter being referred to singularly as a "townhome" and collectively as the "Townhomes"), a portion of the larger building being utilized to house a washing machine and dryer, for the use of the Owners of the Townhomes and a gas hot water heater, which provides hot water to each of the (hereinafter referred to as the "Laundry Room"); and,

WHEREAS, a portion of the Property is utilized for the parking of motor vehicles (the "Parking Area")(the driveway over which the Parking Area is reached shall be included within the definition of Parking Area herein); and,

WHEREAS, the Declarant desires to create fifteen individual parcels out of the Property, on thirteen of which will be located a Townhome, on one of which will be located the Laundry Room, together with front and

Parking Area, being the fifteenth such parcel; and,

WHEREAS, to that end, the Declarant has commissioned the preparation of the Plat of Townhomes At Mile Hi, a Planned Community (the "Plat"), which has been recorded in the records of the Denver County Clerk and Recorder's Office, a copy of which is attached hereto as Exhibit C, which Plat depicts the location and placement of the Townhomes and their front and back yards, the Laundry Room and the Parking Area; and,

WHEREAS, the Plat creates thirteen new legal descriptions for the portion of the Property on which the twelve of the Townhomes and the Laundry Room, with their front and back yards, are located, and a legal description for the portion of the property on which the remaining Townhome is located, being labeled thereon as Parcels A through N, hereinafter being referred to as Lots A through N, with reference to the addresses of the Townhomess as follows: 3055 East 18th Avenue, Denver, Colorado (hereinafter referred to as "Lot A"); 3059 East 18th Avenue, Denver, Colorado (hereinafter referred to as "Lot B"); 3061 East 18th Avenue, Denver, Colorado (hereinafter referred to as "Lot C"); 3065 East 18th Avenue, Denver, Colorado (hereinafter referred to as "Lot D"); 3073 East 18th Avenue, Denver, Colorado (hereinafter referred to as "Lot E"); 3081 East 18th Avenue, Denver, Colorado (hereinafter referred to as "Lot F"); 3089 East 18th Avenue, Denver, Colorado (hereinafter referred to as "Lot G"); 1800 Grove Street, Denver, Colorado (hereinafter referred to as "Lot H"); 1804 Grove Street, Denver, Colorado (hereinafter referred to as "Lot I"); 1808 Grove Street, Denver, Colorado (hereinafter referred to as "Lot J"); 1810 Grove Street, Denver, Colorado (hereinafter referred to as "Lot K"); 1816 Grove Street, Denver, Colorado (hereinafter referred to as "Lot L"); 3049 West 18th Avenue, Denver, Colorado (hereinafter referred to as "Lot M"; and, 3051 West 18th Avenue, Denver, Colorado (hereinafter referred to as "Lot N" or the "Laundry Room"), all as more fully described in Exhibit B, which, by this reference, is made a part hereof; and,

WHEREAS, the Plat creates one new legal description for the Parking Area, being labeled thereon as Parcel O, hereinafter being referred to as "Lot O", as more fully

described in Exhibit C, which, by this reference, is made a part hereof; and,

WHEREAS, the Declarant will convey Lots A through M separately and Lots N and O to a homeowner's association, the Townhomes At Mi Hi Homeowner's Association, Inc., a Colorado Non-Profit Corporation (the "association"), to be created by the Declarant, of which each Owner of a Townhome will become a Member, which Association shall have the responsibility for said Lots upkeep, maintenance, repair and replacement, including, without limitation, upkeep, maintenance, repair and replacement of the hot water heater, the washer and dryer, the Owners of the Townhomes, through the payment of Assessments, a provided for herein, from which Assessments the gas and electric charges will be paid; said Owner having the right to utilize assigned parking spaces upon the Parking Area, as hereinafter set forth, the Association having responsibility for the upkeep, maintenance, repair and replacement of the Parking Area; and,

WHEREAS, the Declarant has, or will, deposit a copy of the Plat with the Denver County Surveyor's, Surveyor's Land Survey/Right of Way Surveys and has, or will, file a copy with the Denver Assessor's Office with a request for the assignment of fifteen new real property tax schedule numbers for the Lots; and,

WHEREAS, the east wall of the Laundry Room located on Lot N and the west wall of the Townhome located on Lots A form a common wall (a "Party Wall") and a boundary between portions of Lots N and A; and,

WHEREAS, the east wall of the Townhome located on Lot A and the west wall of the Townhome located on Lot B form a common wall (a "Party Wall") and a boundary between portions of Lots A and B; and,

WHEREAS, the east wall of the Townhome located on Lot B and the west wall of the Townhome located on Lot C form a common wall (a "Party Wall") and a boundary between portions of Lots B and C; and,

WHEREAS, the east wall of the Townhome located on Lot C and the west wall of the Townhome located on Lot D form a common wall (a "Party Wall") and a boundary between portions of Lots C and D; and,

WHEREAS, the east wall of the Townhome located on Lot E and the west wall of the Townhome located on Lot F form a common wall (a "Party Wall") and a boundary between portions of Lots E and F; and,

WHEREAS, the east wall of the Townhome located on Lot F and the west wall of the Townhome located on Lot G form a common wall (a "Party Wall") and a boundary between portions of Lots F and G; and,

WHEREAS, the north wall of the Townhome located on Lot G and the south wall of the Townhome located on Lot H form a common wall (a "Party Wall") and a boundary between portions of Lots G and H; and,

WHEREAS, the north wall of the Townhome located on Lot H and the south wall of the Townhome located on Lot I form a common wall (a "Party Wall") and a boundary between portions of Lots H and I; and,

WHEREAS, the north wall of the Townhome located on Lot I and the south wall of the Townhome located on Lot J form a common wall (a "Party Wall") and a boundary between portions of Lots I and J; and,

WHEREAS, the north wall of the Townhome located on Lot J and the south wall of the Townhome located on Lot K form a common wall (a "Party Wall") and a boundary between portions of Lots J and K; and,

WHEREAS, the north wall of the Townhome located on Lot K and the south wall of the Townhome located on Lot L form a common wall (a "Party Wall") and a boundary between portions of Lots K and L (Collectively, hereinafter, the Party Walls between the Laundry Room and the Townhome located on Lot A and each of the Townhomes shall be referred to as "the Party Wall" with reference to the Lots to which each such Party Wall is a common boundary); and,

WHEREAS, the Townhomes and the Laundry Room on the Lots share a common water tap and water line and a common sewer tap and sewer line; and,

WHEREAS, the Owners of the Townhomes, through the payment of Assessments, a provided for herein, paying for the water and sewer charges; and,

WHEREAS, the telephone, cable television and other utility lines servicing the Townhomes and the Laundry Room located on the Lots do, or may, or may, in the future, need to cross over, under, across or upon the other Lots; and,

WHEREAS, the roofs of the Laundry Room and the Townhomes located on Lots A through L are contiguous with each other, form an uninterrupted roof line and are currently of the same material and color (the "Roofs"); and,

WHEREAS, the Declarant desires to provide that the Association will have the responsibility for the upkeep, maintenance, repair and replacement of the Roofs, the Owners of the Townhomes paying for same through the payment of Assessments, as provided for herein, to the Association; and,

WHEREAS, the Declarant intends that the Owners of each of the Townhomes be provided with at least one parking space (the "Parking Spaces") upon the Parking Area for their exclusive use, as more fully set forth herein; and,

WHEREAS, there is a fence at the rear of the Lot N and Lots A through L, running along the line dividing said Lots, toward the rear of the Lot line (singularly, hereinafter referred to as a "Common Fence", with reference to the Lots which it separates, and collectively as the "Common Fences"), the Common Fences being identified on the Plat by Ax-x-x-@); and,

WHEREAS, the Declarant desires to provide for a shared responsibility between the Owners of the Lots which share a Common Fence for its upkeep, maintenance, repair and replacement; and,

WHEREAS, there is sprinkler system which provides coverage to the front yards on Lots A through L and Lot N (the "Common Sprinkler System"); and,

WHEREAS, the Declarant desires to provide for the responsibility for the upkeep, maintenance, repair and replacement of the Common Sprinkler System by the Association, the Owners of the Townhomes paying for same through the payment of Assessments, as provided for herein, to the Association; and,

WHEREAS, the Declarant desires to provide for the responsibility for the maintenance and upkeep of the landscaped portion of Lots A through L and Lot N, between the front of the Laundry Room and the Townhomes and West 18th Avenue and Grove Street (the "Common Front Yards" and for snow removal from the Parking Area and the sidewalks of the Laundry Room by the Association, the Owners of the Townhomes paying for same through the payment of Assessments, as provided for herein, to the Association; and,

WHEREAS, the Declarant desires to provide for the responsibility for the maintenance, repair, upkeep and replacement of the exteriors and foundations of the Townhomes by the Association, the Owners of the Townhomes paying for same through the payment of Assessments, as provided for herein, to the Association; and,

WHEREAS, the Declarant desires to provide that the Association will maintain insurance coverages, as provided for herein, including coverage of the Parking Area, the Laundry Room and the Townhomes, the Owners of the Townhomes paying for same through the payment of Assessments, as provided for herein, to the Association; and,

WHEREAS, there are sidewalks which are constructed between the right of way along West 18th Avenue or Grove Street and the front porches of the Townhomes located on Lots A and B, Lots C and D, Lots E and F, Lots H and I and Lots J and K, the centers of which are approximately along the lot lines separating said Lots (hereinafter, referred to singularly as a "Common Walk", with reference to the two Lots on which it is constructed, or, collectively as the "Common Walks"), the Common Sidewalks being labeled on the Plat as a "walk"); and,

WHEREAS, the Declarant wishes to provide for a reciprocal, mutual, non-exclusive, perpetual easement for the benefit of the Owners of Lots A and B, Lots C and D, Lots E and F, Lots H and I and Lots J and K over, across, upon over and across that portion of the Lot with which they share a Common Walk to allow for egress and ingress to and from the front door of the Townhome located on their Lot and West 18th Avenue or Grove Street, as the case may be (the "Common Walk Easements"); and,

WHEREAS, the Declarant desires to provide for a shared responsibility by and between the Owners of the Lots .which share a Common Walk for its upkeep, maintenance, repair and replacement; and,

WHEREAS, there are crawlspaces beneath the Townhomes and the Laundry Room; and,

WHEREAS, there are two entrances to the crawlspaces beneath the Townhomes and the Laundry Room, one behind the Townhome located on Lot E and the other, behind the Townhome located on Lot J, said entrances labeled and identified on the Plat as "Crawl Space Access" (hereinafter, referred to as the "Lot E Crawl Space Entrance" and the "Lot J Crawl Space Entrance", respectively); and,

WHEREAS, the Declarant desires to provide for the benefit of Lots N, A, B, C, D and F (the "Benefited Lots"), a perpetual, non-exclusive easement over, upon and across the yard at the back of the Townhome located on Lot E through the Lot E Crawl Space Entrance and through the crawlspace beneath the Townhome located on Lot E, to allow for access to the crawlspaces beneath the Townhomes and the Laundry Room located on said Benefited Lots (the "Lot E Crawlspace Access Easement"); and,

WHEREAS, the Declarant desires to provide for the benefit of Lot C, a perpetual, non-exclusive easement, upon and across the crawlspace beneath the Townhome located on Lot D to allow for access to the crawlspace beneath the Townhome located on Lot C (the "Lot C Crawlspace Easement"); and,

WHEREAS, the Declarant desires to provide for the benefit of Lot B, a perpetual, non-exclusive easement, upon and across the crawlspaces beneath the Townhomes located on Lots D and C to allow for access to the crawlspace beneath the Townhome located on Lot B (the "Lot B Crawlspace Easement"); and,

WHEREAS, the Declarant desires to provide for the benefit of Lot A, a perpetual, non-exclusive easement, upon and across the crawlspaces beneath the Townhomes located on Lots D, C and B to allow for access to the crawlspace beneath the Townhome located on Lot A (the "Lot A Crawlspace Easement"); and,

WHEREAS, the Declarant desires to provide for the benefit of the Lot N, a perpetual, non-exclusive easement, upon and across the crawlspaces beneath the Townhomes located on Lots D, C, B and A to allow for access to the crawlspace beneath the Laundry Room located on Lot N (the "Laundry Room Crawlspace Easement"); and,

WHEREAS, the Declarant desires to provide for the benefit of Lot G, a perpetual, non-exclusive easement, upon and across the crawlspace beneath the Townhome located on Lot F to allow for access to the crawlspace beneath the Townhome located on Lot G (the "Lot G Crawlspace Easement"); and,

WHEREAS, the Declarant desires to provide for the benefit of Lots H, I, K and L (the "Benefited Lots"), a perpetual, non-exclusive easement over, upon and across the yard at the back of the Townhome located on Lot J through the Lot J Crawl Space Entrance and through the crawlspace beneath the Townhome located on Lot J, to allow for access to the crawlspaces beneath the Townhomes located on said Benefited Lots (the "Lot J Crawlspace Access Easement"); and,

WHEREAS, the Declarant desires to provide for the benefit of Lot H, a perpetual, non-exclusive easement, upon and across the crawlspace beneath the Townhome located on Lot I to allow for access to the crawlspace beneath the Townhome located on Lot H (the "Lot H Crawlspace Easement"); and,

WHEREAS, the Declarant desires to provide for the benefit of Lot L, a perpetual, non-exclusive easement, upon and across the crawlspace beneath the Townhome located on Lot K to allow for access to the crawlspace beneath the Townhome located on Lot L (the "Lot L Crawlspace Easement"); and,

WHEREAS, the Declarant desires to provide, for the exclusive use of the Owner of Lot G, a storage closet in the Laundry Room, which said Owner shall have the sole responsibility to repair, maintain and replace; and,

WHEREAS, Declarant desiring to create a common interest community pursuant to the Colorado Common Interest Ownership Act as set forth in Colorado Revised

Statute Section 38-33.3-101 et. seq. (The "Act") on the Property, specifically, a Planned Community, the name of which is Townhomes At Mile Hi, hereby declares that the Property shall be held, sold and conveyed subject to the following covenants, restrictions and easements which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in all or any part of the Property. Additionally, Declarant hereby submits the Property to the provisions of the Act.

NOW THEREFORE, the Declarant hereby subjects and places upon the above described property the following terms and conditions:

ARTICLE ONE
DEFINITIONS

In addition to the definitions set forth the Recitals above, the following words when used in the Declaration shall have the following meanings:

1.1 "**Agency**" means and shall collectively refer to, the Federal National Mortgage Association (FNMA), the Government Mortgage Association (GNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Department of Housing and Urban Development (HUD), the Department of Veteran's Affairs (formerly the Veterans Administration (VA), the Colorado Housing and Finance Authority (CHFA) or any other governmental or quasi-governmental agency or any other public, quasi-public or private entity which performs (or may perform in the future) functions similar to those currently performed by any of such entities.

1.2 "**Articles**" means the Articles of Incorporation for the Townhomes At Mile Hi Homeowner's Association, Inc., a Colorado Non-Profit Corporation, currently on file with the Colorado Secretary of State and any amendments that may be made to those Articles from time to time.

1.3 "**Association**" means the Townhomes At Mile Hi Homeowner's Association, Inc., a Colorado Non-Profit Corporation, and its successors and assigns.

1.4 "**Association Documents**" means this Declaration, the Articles of Incorporation, the Bylaws, and any procedures, rules, regulations or policies adopted under such documents by the Association.

1.5 "**Bylaws**" means the Bylaws adopted by the Association, as amended from time to time.

1.6 "**Common Area**" means Lot N, the Laundry Room, and Lot O, the Parking Area. Title to the Common Area will be held in the name of the Association.

1.7 "**Common Elements**" means the Common Area, as defined in Paragraph 1.6 above. The "Common Elements" shall hereinafter be referred to as the "Common Area".

There shall be no subsequent allocation of any of the Common Elements as Limited Common Elements.

1.8 "**Common Expenses**" means (i) water and sewer charges for the Townhomes; gas and electric charges for the Laundry Room; expenses for the upkeep, repair, maintenance of the Common Sprinkler System, the Common Area; the Roofs; the exteriors and foundations of the Townhomes, including the gutters and downspouts, except for the windows; landscaping of the Common Front Yards; snow removal from the Parking Area and the Laundry Room sidewalk; (ii) management expenses and wages, legal and accounting fees; (iii) all other expenses of administering, servicing, conserving, managing, maintaining, repairing or replacing the Common Area; (iii) insurance premiums for the insurance to be carried by the Association hereunder; (iv) expenses and liabilities incurred by the Association under, or by reason of, this Declaration; (v) payment of any default remaining from a previous assessment period; (vi) creation of a reasonable and adequate contingency or other reserve or surplus fund for insurance deductibles and general, routine maintenance, repairs and replacement of improvements within and upon the Common Area, the Roofs and the Common Sprinkler System, on a periodic basis, as needed; and, (vii) all expenses lawfully determined to be Common Expenses by the Executive Board.

1.9 "**Executive Board**" means the governing body of the Association and may, sometimes, be referred to as the "Board of Directors".

1.10 "**First Mortgage**" means any Mortgage the priority of which is not subject to any monetary lien or encumbrance except liens for taxes or other liens that are given priority by statute.

1.11 "**First Mortgagee**" means any person named as a Mortgagee in any First Mortgage.

1.12 "Owner" means the owner of record, whether one or more persons or entities, of fee simple title to any "Townhome". "Owner" also includes the purchaser under a contract for deed covering a Townhome, with a current right of possession and interest in the Townhome. However, Owner shall not include those having any such interest in a Townhome merely as security for the performance of an obligation.

1.13 "Mortgage" means any mortgage, deed of trust or other document pledging any Townhome or interest therein as security for payment of debt or obligation.

1.14 "Mortgagee" means any person named as mortgagee or beneficiary in any Mortgage, or any successor to the interest of any such person under such Mortgage.

1.15 "Townhome" means the structures constructed upon Lots A through M 1.16 "Unit" means Lots A through M, and shall, hereinafter be referred to as "Lots" A through M, rather than "Units" A through M. The total number of Units in the Project shall be 13.

ARTICLE TWO PARTY WALLS

2.1 The Party Wall shall be shared by the Owner(s) of Lots, between which such Party Wall is a boundary (if there is more than one owner of a Lot, all of the owners of said Lot will be considered one "Party" for purposes of this Declaration. Each such owner shall be jointly and severally liable for the obligations of said Party hereunder.) The Owners shall have the right to the Party Wall jointly, including, to support joists, crossbeams, studs and other structural members as required for the support of the improvements located upon each Lot and for the reconstruction and remodeling of such improvements; provided, however, that such use shall not injure the improvements located upon the opposite side of the Party Wall and shall not impair the structural support of which any such improvement is entitled.

2.2 The cost of repair and maintenance of the interior finished surface of the Party Wall located between the Lots shall the sole expense of the Owners of Lots sharing said Wall.

2.3 If it becomes necessary or desirable to repair or rebuild whole or any part of the Party Wall, the repairing or rebuilding expense shall be borne equally by the Owners of the Lots sharing said Wall, except as is provided for in Paragraph 1.6 below. Any repairing or rebuilding of the Party Wall shall be on the same location, and of the same size, as the original Party Wall or portion thereof and of the same

or similar material of the same quality as that used in the original Party Wall or portion thereof. If either such Party fails or refuses to pay their share of the cost of repair or rebuilding within thirty (30) days after demand by the other, then the other such Party may cause the wall to be repaired or rebuilt and shall be entitled to assess and collect one-half of the costs attributable thereto against and from the non-paying Party and the same shall become and remain a lien against the non-paying Party's Lot, upon which interest shall accrue at the rate of eighteen percent per annum, until fully paid, which shall begin to accrue thirty days after demand. Said lien shall be established, enforced and released in the manner set forth in Article Nine below.

2.4 The cost of the reasonable maintenance of each Party Wall shall be borne equally by Owners of the Lots which share said Wall, except as is provided for in Paragraph 1.6 below. If either such Party fails or refuses to pay their share of the cost of such maintenance within thirty (30) days after demand by the other, then the other Party may undertake such reasonable maintenance and shall be entitled to assess and collect one-half of the costs attributable thereto against and from the non-paying Party and the same shall become and remain a lien against the non-paying Party's Lot, upon which interest shall accrue at the rate of eighteen percent per annum, until fully paid, which shall begin to accrue thirty days after demand. Said lien shall be established, enforced and released in the manner set forth in Article Nine below.

2.5 To the extent that damage to any Party Wall is covered by insurance, the full insurance proceeds shall be used and applied to the extent necessary to repair, restore, or replace the Party Wall. Any insurance proceeds not necessary for such repair, restoration or replacement shall belong solely to the Party who is the owner of the insurance policy under which such payment was made.

2.6 In the event that any Party Wall is destroyed or damaged due to the negligence or intentional act or omission of one of the Owners of the Lots sharing said Wall, for which such Owner is legally liable under general rules of law regarding liability for property damage due to negligence or intentional acts or omissions, then said Party shall be solely responsible

for the cost of the repair, rebuilding or maintenance of the Party Wall. If said Party fails or refuses to pay for such repair, rebuilding or maintenance within thirty (30) days after demand by the other Party, then the other Party may cause the Party Wall to be repaired or rebuilt or may undertake such maintenance and shall be entitled to assess and collect the costs attributable thereto against and from the non-paying Party and shall further be entitled to a lien against the non-paying Party's Lot, upon which interest shall accrue at the rate of eighteen percent per annum, until fully paid, which shall begin to accrue thirty days after demand. Said lien shall be established, enforced and released in the manner set forth in Article Nine below.

2.7 In the exercise of each Party's right and responsibility for the maintenance, repair and rebuilding of the Party Walls, as provided for herein, and in the event any Party Wall, or any portion thereof, as it now exists or following its repair or rebuilding, encroaches upon a Lot, each Owner of the Lot sharing such Wall shall have a perpetual and reciprocal easement in and to that part of the Lot of the such other Party necessary to accommodate such encroachment and to effectuate such repair, rebuilding or maintenance, including, without limitation, the right, with reasonable advance notice and at reasonable times, to enter into the improvements constructed upon the such other Party's Lot to perform work reasonably necessary in the exercise of such right and responsibility.

2.8 No extension or modification of any Party Wall may be made by any Owner sharing said Wall, unless the prior written consent thereto shall have first been obtained from the other Owner sharing said Wall.

2.9 After reasonable notice to the other Owner sharing a Party Wall, the other Owner shall have the right to break through said Party Wall for the purpose of repairing or restoring sewer, water, or other utilities located within said Party Wall, subject, however, to the obligation to restore said Party Wall to its previous cosmetic and structural condition, at such Party's sole expense.

ARTICLE THREE
MEMBERSHIP AND VOTING RIGHTS; ASSOCIATION OPERATIONS

3.1 **The Association and Allocation of Voting Rights**. Every Owner of a Townhome shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Townhome. Each Townhome shall be allocated one vote in the Association, to be exercised by the Owner or Owners thereof.

3.2 **Transfer of Membership**. An Owner shall not transfer, pledge or alienate his membership in the Association in any way, except upon the sale or encumbrance of his Townhome and then only to the purchaser or Mortgagee of his Townhome. The Association shall not create a right of first refusal on any Townhome and the Owners may transfer ownership of their Townhomes free from any such right.

3.3 **Membership**. There shall be one class of membership, and each person or entity who is a record owner of a fee or undivided fee interest in a Townhome shall be a member of this Association. The foregoing is not intended to include persons or entities which hold an interest merely as security for the performance of an obligation. A transfer of membership shall occur automatically upon the transfer of title to any Townhome to which the membership pertains.

3.4 **Board of Directors**. The affairs of the Association shall be managed by a Board of Directors which shall consist of the number of members which is set forth in the Association's Articles of Incorporation, as amended, and/or its Bylaws, as amended. From the date of the formation of the Association until termination of Declarant's control as provided for below, the Declarant shall have the right to appoint and remove all members of the Board of Directors and all officers of the Association. The period of the Declarant's control of the Association shall terminate upon the first to occur of: sixty (60) days after conveyance of 75% of the Townhomes to Owners other than Declarant, or, two (2) years after the first sale of a Townhome to an Owner other than Declarant, which ever occurs earlier.

3.5 **Books and Records**. The Association shall make available for inspection, upon request during

normal business hours or under other reasonable circumstances, to Owners and to First Mortgagees of the Townhomes current copies of the Association Documents and the books, records and financial statements of the Association prepared pursuant to the Bylaws. The Association may charge a reasonable fee for copying such materials. The Association shall maintain such books and records as may be required under the Act.

3.6 **Manager**. The Association may, but, is not required to, employ or contract for the services of a Manager to whom the Executive Board may delegate certain power, functions or duties of the Association, as provided in the Bylaws of the Association. The manager shall not have the authority to make expenditures except as directed by the Executive Board.

3.7 **Rights of Action**. The Association on behalf of itself and any aggrieved Townhome Owner shall be granted a right of action against any and all Townhome Owners for failure to comply with the provisions of the Association Documents, or with decisions of the Executive Board and pursuant to authority granted to the Association in the Association Documents. The Townhome Owners shall have a right of action against the Association for failure to comply with the provisions of the Association Documents, or with decisions of the Executive Board made pursuant to authority granted to the Association in the Association Documents. In any action covered by this section, the Association or any Townhome Owner shall have the right to enforce the Association Documents by any proceeding at law, or, in equity, or, as set forth in the Association Documents, or, by mediation, or binding arbitration, if the parties so agree. The prevailing party in any arbitration, or, judicial proceedings shall be entitled to reimbursement from the non-prevailing party or parties, for all reasonable costs and expenses, including attorneys- fees in connection with such arbitration or judicial relief. Failure by the Association or by any Owner to enforce compliance with any provision of the Association Documents shall not be deemed a waiver of the right to enforce any provision thereafter.

3.8 **Implied Rights and Obligations**. The Association may exercise any right or privilege expressly granted to the Association in the Association Documents, by the Act, or, by the Colorado Non-profit Corporation Act.

3.9 **Notice**. Any notice to an Owner of matters affecting the Property by the Association or another Owner shall be sufficiently given if in writing and delivered personally, by courier, or, private service of delivery, or the third business day after deposit in the mails by registered or certified mail, return receipt requested, at the address of record for real property tax assessment notices with respect to that Owner's Lot.

3.10 **Owner Use and Occupancy Regulation**. The Association shall have, and may exercise, the right to control an Owner's use and occupancy of their respective Townhome in order to assure Townhome Owners of eligibility of the Property for any Agency. In this regard, the Association may adopt rules and regulations with respect to rental of Townhome to non-Owners.

ARTICLE FOUR
ASSESSMENTS

4.1 **Obligation**. Each Owner, including Declarant while an Owner of any Townhome, is obligated to pay to the Association (1) the Annual Assessments; (2) Special Assessments; and (3) Default Assessments.

4.2 **Budget**. Within thirty (30) days after the adoption of any proposed budget for the Association, the Executive Board shall mail, by ordinary first-class mail, or otherwise deliver, a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14), nor, more than sixty (60) days, after mailing or other delivery of the summary. At that meeting at least two-thirds (2/3) of the Owners voting in person, or by proxy, must approve the proposed budget, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the Executive Board. The Executive Board shall adopt a budget for the Property and shall submit the budget to a

their monthly installment, in payment of the portion of current Annual Assessments for which they are responsible, shall be $117.75; the owners of the other two, two-bedroom Townhomes, i.e. the Owners of Lots G and H, shall pay a monthly surcharge, based upon the current Annual Budget, of $15.27 per month, so that, their monthly installment, in payment of the portion of current Annual Assessments for which they are responsible, shall be $155.35, and the Owner of Lot M, shall pay a monthly surcharge, based upon the current Annual Budget, of $6.98, so that, his/her/their/its monthly installment, in payment of the portion of the Annual Assessments for which he/she/they/it are responsible, shall be 71.86. In the event that the amount of the Annual Budget increases, the owners of all of the Townhomes, including, Mr. Trujillo and Mr. Miller shall contribute toward such increase, based upon the allocations as set forth in Paragraph 4.5, above, so that Mr. Trujillo and Mr. Miller shall pay the same amount of increase payable by the owners of the other two-bedroom Townhomes. If, in the event, that the amount of the Annual Budget decreases, such that the deficit created by the reduction of the Annual Assessments payable by the Owners of Lots A and F is reduced, then the amount of the surcharge, as provided for in this Paragraph 4.6, payable by the owners of the other eleven Townhomes shall be reduced proportionally. The foregoing adjustments to the amount of Annual Assessments payable by the owners of the Lots shall be applicable only so long as Mr. Trujillo and/or Mr. Miller are solely in title to this Lot. At such time as Mr. Trujillo conveys, all, or a part, of his interest in Lot A, thereafter the Owner(s) of Lot A shall be responsible for payment of Annual Assessments as is provided for in Paragraph 4.5 above, without reduction. Likewise, at such time as Mr. Miller conveys, all, or a part, of his interest in Lot F, thereafter the Owner(s) of Lot F shall be responsible for payment of Annual Assessments as is provided for in Paragraph 4.5, without reduction. Following the time of the conveyance of all, or a part, of either Mr. Trujillo's interest in Lot A, or, all, or a part, of Mr. Miller's interest in Lot F, and the conveyance of all, or part, of either Mr. Trujillo's interest in Lot A, or, all, or part, of Mr. Miller's interest in Lot F, i.e. the time during which only one of these two Lots is subject to a reduction in their Annual Assessments, as provided for in this Paragraph 4.6, the amount of the deficit created by such reduction will decrease inasmuch as upon any such conveyance the Owner(s) of either Lot A or Lot F, as the case may be, will then not be entitled to such a reduction. Therefore,

4.3 **Annual Assessments**. Annual Assessments made for Common Expenses shall be based upon the estimated cash requirements as the Executive Board shall from time to time determine to be paid by all of the Owners, subject to Paragraph 4.2 above.

Annual Assessments shall be payable in monthly installments on a prorated basis in advance and shall be due on the first day of each month. The omission or failure of the Association to fix the Annual Assessments for any assessment period shall not be deemed a waiver, modification or release of the Owners from their obligation to pay the same. The Association shall have theright, but not the obligation, to make prorated refunds of an Annual Assessments in excess of the actual expenses incurred in any fiscal year.

4.4 **Maximum Annual Assessments.** Until January 1 of the year immediately following the conveyance of the first Townhome to an Owner, the maximum annual assessment for each of the eight, one-bedroom Townhomes shall be $106.17, for each of the four, two-bedroom Townhomes shall be $140.08 and for the "carriage house", i.e. the Townhome constructed on Lot M, $64.88, except as adjusted in accordance with the provisions of Paragraph 4.6 below.

4.5 **Apportionment of Annual Assessments** The percentage of liability for Common Expenses allocated to the Townhomes is based on the proportion of the total square footage of floor area in each Townhome, approximately 841 square feet, for each of the four, two-bedroom Townhomes, approximately 638 square feet, for each of the eight, one-bedroom Townhomes, and 384 square feet for the "carriage house", i.e. the Townhome constructed on Lot M, to the total square footage of the floor area of all of the Townhomes, approximately 8,852. Therefore, the percentage of liability for Common Expenses allocated to each of the four, two-bedroom Townhomes shall be 9.5% of the total Common Expenses; to each of the eight, one-bedroom Townhomes, 7.2% of the total Common Expenses; and, to the Townhome constructed on Lot M, 4.4% of the total Common Expenses. The foregoing approximations of the square footage of the Townhomes are based upon the Declarant's best estimates of same and shall be dispositive and not subject to dispute by the Owners. Notwithstanding the foregoing allocations, the actual amount of Annual Assessments payable by the owners of the Townhomes shall be adjusted in accordance with the provisions of Paragraph 4.6 below.

4.6 **Surcharge of Annual Assessments Payable By Lots B, C, D, E, G, H, I, J, K, L and M and the Reduction of Annual Assessments Payable By Lots A and F.** As of the time of the recording of the within Declaration, two of the Lots, A, also known by street and number, 3055 West 18th Avenue, Denver, Colorado, and Lot F, also known by street and number, 3081 West 18th Avenue, Denver, Colorado had been sold by the Declarant. The current record owner of Lot A, upon which a two-bedroom Townhome is constructed, is Alberto J. Trujillo, who also, in accordance with the provisions of the original Declaration, held title to an undivided 1/13th interest in and to the Common Area. The current record owner of Lot F, upon which a two-bedroom Townhome is constructed, is Wade H. Miller, who also, in accordance with the provisions of the original Declaration, held an undivided 1/13th interest in and to the Common Area. At the time of the purchase of their Lots, it was estimated that Mr. Trujillo's and Mr. Miller's monthly contributions to the common operating expenses", i.e. water, sewer, gas and electric to the Laundry Room, the landscaping of the front yards, snow removal from the Parking Area and the fees of the Management Company, as provided for in the original Declaration, would be $75.00, or $900.00 per year. In partial consideration of Mr. Trujillo's and Mr. Miller's consent and approval of this Declaration and the Plat, and their conveyance of their interest in the Common Area to the Association, the Declarant agreed that so long as they are solely in title to their Lots, and the Common Expenses, as provided for herein, are not increased, their Annual Assessments would be $75.00 per month, or, $900.00 per year. It is the Declarant's intention that the Annual Assessments, based upon the first Annual Budget, as adopted by the Association's Board of Directors, otherwise payable by the owners of the other Lots, i.e. B, C, D, E, G, H, I, J, K, L and M, as provided for in Paragraph 4.5, above, i.e. $106.17 for one-bedroom Townhomes, $140.08 for the other two, two-bedroom Townhomes and $64.88 for the "carriage house", i.e. the Townhome constructed on Lot M, be surcharged, in order to make up the deficit caused by the reduction of the Annual Assessments otherwise payable by Mr. Trujillo and Mr. Miller, which, based upon the current Annual Budget, is $1,561.92 (the Annual Assessments, based upon the current Annual Budget, payable by Mr. Trujillo and Mr. Miller, as the owners of Lots A and F, without a reduction, are $3,361.92, which, based upon their payment, instead, of $1,800.00, creates a deficit of $1,561.92), as follows: The owners of the one-bedroom Townhomes, i.e. the Owners of Lots B, C, D, E, I, J, K, and L, shall pay a monthly surcharge, based upon the current Annual Budget, of $11.58 per month, so that,

H, shall pay a monthly surcharge, based upon the current Annual Budget, of $15.27 per month, so that, their monthly installment, in payment of the portion of current Annual Assessments for which they are responsible, shall be $155.35, and the Owner of Lot M, shall pay a monthly surcharge, based upon the current Annual Budget, of $6.98, so that, his/her/their/its monthly installment, in payment of the portion of the Annual Assessments for which he/she/they/it are responsible, shall be 71.86. In the event that the amount of the Annual Budget increases, the owners of all of the Townhomes, including, Mr. Trujillo and Mr. Miller shall contribute toward such increase, based upon the allocations as set forth in Paragraph 4.5, above, so that Mr. Trujillo and Mr. Miller shall pay the same amount of increase payable by the owners of the other two-bedroom Townhomes. If, in the event, that the amount of the Annual Budget decreases, such that the deficit created by the reduction of the Annual Assessments payable by the Owners of Lots A and F is reduced, then the amount of the surcharge, as provided for in this Paragraph 4.6, payable by the owners of the other eleven Townhomes shall be reduced proportionally. The foregoing adjustments to the amount of Annual Assessments payable by the owners of the Lots shall be applicable only so long as Mr. Trujillo and/or Mr. Miller are solely in title to this Lot. At such time as Mr. Trujillo conveys, all, or a part, of his interest in Lot A, thereafter the Owner(s) of Lot A shall be responsible for payment of Annual Assessments as is provided for in Paragraph 4.5 above, without reduction. Likewise, at such time as Mr. Miller conveys, all, or a part, of his interest in Lot F, thereafter the Owner(s) of Lot F shall be responsible for payment of Annual Assessments as is provided for in Paragraph 4.5, without reduction. Following the time of the conveyance of all, or a part, of either Mr. Trujillo's interest in Lot A, or, all, or a part, of Mr. Miller's interest in Lot F, and the conveyance of all, or part, of either Mr. Trujillo's interest in Lot A, or, all, or part, of Mr. Miller's interest in Lot F, i.e. the time during which only one of these two Lots is subject to a reduction in their Annual Assessments, as provided for in this Paragraph 4.6, the amount of the deficit created by such reduction will decrease inasmuch as upon any such conveyance the Owner(s) of either Lot A or Lot F, as the case may be, will then not be entitled to such a reduction. Therefore,

those affected Townhomes only, and any extraordinary insurance costs incurred as a result of the value of a particular Owner's Townhome or the actions of a particular Owner or Owner's Agents shall be borne by such Owner. Notice in writing of the amount of any such Special Assessments and the time for payment of the Special Assessments shall be given promptly to the Owner, and no payment shall be due less than ten (10) days after such notice shall have been given.

4.8 **Effect of Nonpayment; Assessment Lien.** Any Assessment installment, whether pertaining to any Annual, Special or Default Assessment, which is not paid on or before thirty (30) days after is due date shall be delinquent. If an Assessment installment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

(a) Assess a late charge for each delinquency in such amount as the Association deems appropriate;

(b) Assess an interest charge from the due date at the yearly rate of six (6) points above the prime rate charged by the Association's bank, or such other lawful rate as the Executive Board may establish, not exceeding twenty-one percent (21%) per year;

(c) Suspend the voting rights of the Owner during any period of delinquency;

(d) Accelerate all remaining Assessment installments so that unpaid Assessments for the remainder of the fiscal year shall be due and payable at once;

(e) Bring an action at law against any Owner personally obligated to pay the delinquent Assessments; and,

(f) Proceed with foreclosure as set forth in more detail below.

Assessments chargeable to any Townhome shall constitute a lien on such Townhome. The Association may institute foreclosure proceedings against the defaulting Owner□s Townhome in the manner for foreclosing a mortgage on real property under the laws of the State of Colorado. In the event of any such foreclosure, the Owner shall be liable for the amount of unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, the cost and expenses for filing the notice of the claim and lien, and all reasonable attorney□s fees incurred in connection with the

enforcement of the lien. The Owner shall be required to pay the Association the monthly assessment installments for the Townhome during the period of any foreclosure. The Association shall have the power to bid on a Townhome at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

4.9 **Personal Obligation**. Each Assessment against a Townhome is the personal obligation of the person who owned the Townhome at the time the Assessment became due and shall not pass to successors in title unless they agree to assume the obligation. No Owner may exempt himself from liability for the Assessments by abandonment of his Townhome or by waiver of the use or enjoyment of all or any part of the Common Area. Suit to recover a money judgment for unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, and all reasonable attorney's fees in connection therewith shall be maintainable without foreclosing or waving the Assessment lien provided in this Declaration.

4.10 **Payment by Mortgagee**. Any Mortgagee holding a lien on a Townhome may pay any unpaid Assessment payable with respect to such Townhome, together with any and all costs and expenses incurred with respect to the lien, and upon such payment that Mortgagee shall have a lien on the for the amounts paid with the same priority as the lien of the Mortgage.

4.11 **Statement of Status of Assessment Payment**. Upon payment of a reasonable fee set from time to time by the Executive Board, and upon fourteen (14) days written request to the Association□s registered agent by personal delivery or certified mail, first-class postage prepaid, return receipt, any Owner, assignee of an Owner, Agency, Mortgagee, prospective Mortgagee or prospective purchaser of a Townhome shall be furnished with a written statement setting forth the amount of the unpaid Assessments, if any, with respect to such Townhome. Unless such statement shall be issued by personal delivery or by certified mail, first class postage prepaid, return receipt requested, to the inquiring party, in which event the date of posting shall be deemed the date of delivery, within fourteen (14) days after receipt of the request, the Association shall have no right to assert a lien upon the Townhome over the inquiring party's interest for unpaid Assessment which were due as of the date of the request.

4.12 **Capitalization of the Association**. The

Declarant shall require the first Owner of each Townhome, other than Declarant, to make a non-refundable payment to the Association in the amount of $400.00. Said Working Capital Fund shall be collected and transferred to the Association at the time of closing of the sale by Declarant of each Townhome, as aforesaid, and shall be maintained for the use and benefit of the Association. Upon the transfer of a Townhome, an Owner shall be entitled to a credit from its transferee for any unused portion of its allocated interest in the aforesaid Working Capital Fund. The Working Capital Fund may be used by the Association for emergencies, insurance deductibles in the event of casualty or other loss, capital expenditures for repair or replacement of the Common Area, the Roofs, or, the exterior or foundations of the Townhomes, and such other expenses which do not occur on a regular or on-going basis, as may be determined by a majority of the Executive Board. The initial capital account shall be established upon the conveyance of the first Townhome by Declarant to a third-party purchaser. The working capital account must be maintained by the Association in a segregated account and may not be used by the Declarant to defray any of its expenses, reserve contributions, or construction costs, nor, to make up any budget deficits during the period of Declarant control.

4.13 **Maintenance Accounts; Accounting**. If the Association delegates powers of the Executive Board or its officers relating to collection, deposit, transfer or disbursement of Association funds to other persons or to a manager, then such other persons or manager must (a) maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by the other person or manager, (b) maintain all reserve and working capital accounts of the Association separate from the operational accounts of the Association, (c) provide to the Association no less than once per quarter an accounting for the previous quarter, and, (d) provide to the Association an annual accounting and financial statement of Association funds prepared by the manager, a public accountant or a certified public accountant.

14.14 **Subordination of the Lien to Mortgagees**. The lien for Assessments, as is provided for in this Article, shall be subordinate to the lien of any First Mortgagee. Sale or transfer of any Townhome shall not affect such lien. However, the sale or transfer pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish such lien as to payments, which became due prior to such sale or transfer. No sale or transfer

shall relieve such Townhome from liability for any Assessments thereafter becoming due or from the lien thereof.

ARTICLE FIVE
EASEMENTS

Each Owner hereby grants the other and their agents a perpetual blanket easement upon, across, over and under their Lot for installing, replacing, repairing, and maintaining of all utilities, including, but not limited to, water, sewer, gas, including the meters, telephone, electricity, including the panels, and cable television facilities, if any, as presently exist or as are reasonably necessary in the future to provide utility service to each of the Lots. Any Owner so utilizing such easement has the obligation to promptly restore the Lot to its previous condition, at such Owner's sole expense, except as otherwise provided herein. If such installation, replacement, repair or maintenance was required or necessary as the result of an Owner's negligent or intentional acts or omissions such Owner shall bear the cost thereof.

Furthermore, the Property shall be subject to all easements as shown on any Plat, those of record, those provided in the Act (including easements for encroachment set forth in Section 38.33.3-214 of the Act and an easement for maintenance of any such encroachment), and otherwise as set forth in this Article.

The Owners of the Lots A and B, Lots C and D, Lots E and F, Lots H and I and Lot J and K, and said Owners' tenants, servants, visitors, invitees and licensees and said Owners' successors or assigns, and their tenants, servants, visitors, invitees and licensees, successors and assigns shall have a mutual, perpetual, reciprocal, non-exclusive easement for their benefit over, across and upon that portion of the Lot with which they share a Common Walk, for the purpose of allowing ingress and egress to and from the front porch of the Townhome located on their Lot and West 18th Avenue or Grove Street, as the case may be. Said Owners and said Owners' successors and assigns, so long as, but only when, he/she/they/it are in title their Lot, shall indemnify and hold the Owner of the Lot with it he/she/they/it share a Common Walk and said other Owner's successors and assigns harmless from, and against, any claims of liability or loss from personal injury or property damage

resulting from, or arising out of, the use and occupancy of said easement by said Owner and said Owners' tenants, servants, visitors, invitees and licensees and said Owners successors or assigns, and their tenants, servants, visitors, invitees and licensees.

The Owners of the Lots N, A, B, C, D, F and G (the "Benefited Lots") and said Owners' tenants, servants, visitors, invitees and licensees and said Owners' successors or assigns, and their tenants, servants, visitors, invitees and licensees, shall have a perpetual, mutual, non-exclusive easement over, upon and across the yard at the back of the Townhome located on Lot E through the Lot E Crawlspace Entrance and through the crawlspace beneath the Townhome constructed on Lot E to allow for access to the crawlspaces beneath the Townhomes and the Laundry Room located on said Benefited Lots. The Owners of the Benefited Lots and said Owner's successors and assigns, so long as, but only when, he/she/they/it are in title to their Lot, shall indemnify and hold the Owner of Lot E and said Owner's successors and assigns harmless from and against any claims of liability or loss from personal injury or property damage resulting from, or arising out of, the use and occupancy of said easement by said Owners and said Owners' tenants, servants, visitors, invitees and licensees and said Owners' successors or assigns, and their tenants, servants, visitors, invitees and licensees.

The Owners of the Lots H, I, K and L (the "Benefited Lots") and said Owners' tenants, servants, visitors, invitees and licensees and said Owners' successors or assigns, and their tenants, servants, visitors, invitees and licensees, shall have a perpetual, mutual, non-exclusive easement over, upon and across the yard at the back of the Townhome located on Lot J, through the Lot J Crawlspace Entrance and through the crawlspace beneath the Townhome constructed on Lot J to allow for access to the crawlspaces beneath the Townhomes located on said Benefited Lots. The Owners of the Benefited Lots and said Owner's successors and assigns, so long as, but only when, he/she/they/it are in title to their Lot, shall indemnify and hold the Owner of Lot E and said Owner's successors and assigns harmless from and against any claims of liability or loss from personal injury or property damage resulting from, or arising out of, the use and occupancy of said easement by said Owners and said Owners' tenants, servants, visitors, invitees and licensees and said Owners' successors or assigns, and their tenants, servants, visitors, invitees and licensees.

The Owner of Lot C (the "Benefited Lot") and said Owner's tenants, servants, visitors, invitees and licensees and said Owners' successors or assigns, and their tenants, servants, visitors, invitees and licensees, shall have a perpetual, non-exclusive easement upon and across the crawlspace located beneath the Townhome located on Lot D to allow for access to the crawlspace beneath the Townhome located on the Benefited Lot. The Owner of the Benefited Lot and said Owner's successors and assigns, so long as, but only when, he/she/they/it are in title to their Lot, shall indemnify and hold the Owner of Lot D and said Owner's successors and assigns harmless from and against any claims of liability or loss from personal injury or property damage resulting from, or arising out of, the use and occupancy of said easement by said Owner and said Owner's tenants, servants, visitors, invitees and licensees and said Owner's successors or assigns, and their tenants, servants, visitors, invitees and licensees.

The Owner of Lot B (the "Benefited Lot") and said Owner's tenants, servants, visitors, invitees and licensees and said Owners' successors or assigns, and their tenants, servants, visitors, invitees and licensees, shall have a perpetual, non-exclusive easement upon and across the crawlspaces located beneath the Townhomes located on Lots D and C to allow for access to the crawlspace beneath the Townhome located on the Benefited Lot. The Owner of the Benefited Lot and said Owner's successors and assigns, so long as, but only when, he/she/they/it are in title to their Lot, shall indemnify and hold the Owner of Lots D and C and said Owner's successors and assigns harmless from and against any claims of liability or loss from personal injury or property damage resulting from, or arising out of, the use and occupancy of said easement by said Owner and said Owner's tenants, servants, visitors, invitees and licensees and said Owner's successors or assigns, and their tenants, servants, visitors, invitees and licensees.

The Owner of Lot A (the "Benefited Lot") and said Owner's tenants, servants, visitors, invitees and licensees and said Owners' successors or assigns, and their tenants, servants, visitors, invitees and licensees, shall have a perpetual, non-exclusive easement upon and across the crawlspaces located beneath the Townhomes located on Lots D, C and B to allow for access to the crawlspace beneath the Townhome located on the Benefited Lot. The Owner of the Benefited Lot and said Owner's successors and assigns, so long as, but only when, he/she/they/it are in title to their Lot, shall

indemnify and hold the Owner of Lots D, C and B and said Owner's successors and assigns harmless from and against any claims of liability or loss from personal injury or property damage resulting from, or arising out of, the use and occupancy of said easement by said Owner and said Owner's tenants, servants, visitors, invitees and licensees and said Owner's successors or assigns, and their tenants, servants, visitors, invitees and licensees.

The Owner of Lot N (the "Benefited Lot") and said Owner's tenants, servants, visitors, invitees and licensees and said Owners' successors or assigns, and their tenants, servants, visitors, invitees and licensees, shall have a perpetual, non-exclusive easement upon and across the crawlspaces located beneath the Townhomes located on Lots D, C, B and A to allow for access to the crawlspace beneath the Laundry Room located on the Benefited Lot. The Owner of the Benefited Lot and said Owner's successors and assigns, so long as, but only when, he/she/they/it are in title to their Lot, shall indemnify and hold the Owner of Lots D, C, B and A and said Owner's successors and assigns harmless from and against any claims of liability or loss from personal injury or property damage resulting from, or arising out of, the use and occupancy of said easement by said Owner and said Owner's tenants, servants, visitors, invitees and licensees and said Owner's successors or assigns, and their tenants, servants, visitors, invitees and licensees.

The Owner of Lot G (the "Benefited Lot") and said Owner's tenants, servants, visitors, invitees and licensees and said Owners' successors or assigns, and their tenants, servants, visitors, invitees and licensees, shall have a perpetual, non-exclusive easement upon and across the crawlspace located beneath the Townhome located on Lot F to allow for access to the crawlspace beneath the Townhome located on the Benefited Lot. The Owner of the Benefited Lot and said Owner's successors and assigns, so long as, but only when, he/she/they/it are in title to their Lot, shall indemnify and hold the Owner of Lot F and said Owner's successors and assigns harmless from and against any claims of liability or loss from personal injury or property damage resulting from, or arising out of, the use and occupancy of said easement by said Owner and said Owner's tenants, servants, visitors, invitees and licensees and said Owner's successors or assigns, and their tenants, servants, visitors, invitees and licensees.

The Owner of Lot H (the "Benefited Lot") and said

Owner's tenants, servants, visitors, invitees and licensees and said Owners' successors or assigns, and their tenants, servants, visitors, invitees and licensees, shall have a perpetual, non-exclusive easement upon and across the crawlspace located beneath the Townhome located on Lot I to allow for access to the crawlspace beneath the Townhome located on the Benefited Lot. The Owner of the Benefited Lot and said Owner's successors and assigns, so long as, but only when, he/she/they/it are in title to their Lot, shall indemnify and hold the Owner of Lot I and said Owner's successors and assigns harmless from and against any claims of liability or loss from personal injury or property damage resulting from, or arising out of, the use and occupancy of said easement by said Owner and said Owner's tenants, servants, visitors, invitees and licensees and said Owner's successors or assigns, and their tenants, servants, visitors, invitees and licensees.

The Owner of Lot L (the "Benefited Lot") and said Owner's tenants, servants, visitors, invitees and licensees and said Owners' successors or assigns, and their tenants, servants, visitors, invitees and licensees, shall have a perpetual, non-exclusive easement upon and across the crawlspace located beneath the Townhome located on Lot K to allow for access to the crawlspace beneath the Townhome located on the Benefited Lot. The Owner of the Benefited Lot and said Owner's successors and assigns, so long as, but only when, he/she/they/it are in title to their Lot, shall indemnify and hold the Owner of Lot K and said Owner's successors and assigns harmless from and against any claims of liability or loss from personal injury or property damage resulting from, or arising out of, the use and occupancy of said easement by said Owner and said Owner's tenants, servants, visitors, invitees and licensees and said Owner's successors or assigns, and their tenants, servants, visitors, invitees and licensees.

The easements granted herein shall not be exercised in a way, which unreasonably interferes with the occupancy, use, enjoyment or access to the Lots. Each Owner shall further have a perpetual, blanket easement upon, across, over and under the other Lots as is reasonably necessary to effectuate any and all terms and provisions hereof.

Notwithstanding any other term or provision in this Declaration, in the event that a separate entrance is constructed to allow for direct access to a crawlspace beneath a Townhome, or the Laundry Room, the easements provided for herein to allow for access to and from such

crawlspace, over, upon and across any other Lot shall terminate and be of no further force and effect as to each such Townhome, or the Laundry Room.

ARTICLE SIX
MAINTENANCE

6.1 **Maintenance by Owners**. Each Owner shall maintain and keep in repair the interior of his Townhome, including the fixtures therein to the extent current repair shall be necessary in order to avoid damaging other Townhome Owners. All fixtures and equipment installed within the Townhome commencing at a point where the utilities enter the Townhome shall be maintained and kept in repair by the Owner of such Townhome. An Owner shall do no act or any work that will impair the structural soundness or integrity of any other Townhome, or the Laundry Room, or impair any easement. Each Owner shall be responsible for the maintenance of their entire Townhome, except the Roofs and the exterior surfaces, except for the windows and doors, and, such shall be their responsibility to repair and replace, as necessary.

6.2 **Maintenance by Association**. The Association shall be responsible for the maintenance and repair of the Common Area, including, without limitation, the surface of the Parking Area and the hot water heater located in the Laundry Room, the Common Sprinkler System, the Roofs, the exteriors, except for the windows and doors, which the owners of the Townhomes shall be required to maintain, in accordance with the provisions of Paragraph 6.2 above, and foundations of the Townhomes, including, the gutters and downspouts, unless necessitated by damage cause by negligence, misuse or tortious act of a Townhome Owner or Owner□s Agent as set forth below, which shall be the Common Expense of all Owners. Further, the Association shall be responsible for maintaining the landscaping in the Common Front Yards and for snow removal from the Parking Area and the sidewalk of the Laundry Room, which, shall also be a Common Expense.

6.3 **Association Maintenance As Common Expense**. The cost of maintenance and repair by the Association, as is provided for in this Article, shall be a Common Expense of all of the Townhome Owners, to be shared by them in the percentages as allocated to the Townhomes in Paragraph 4.5 above. However, if such damage is caused by negligent or tortious acts of an Owner or Owner's Agent, then such Owner shall be responsible and liable for all

of such damage and the cost thereof, which must be timely paid.

ARTICLE SEVEN
MAINTENANCE AND REPAIR OF WATER AND SEWER LINES, COMMON FENCES AND COMMON WALK

7.1 Except as otherwise provided in Paragraph 7.3 below, the cost of the reasonable and necessary maintenance, repair of the following shall be paid equally by the Owners of the Lots, who shall be jointly and severally liable for said expenses, except with regard to the Common Fences and Common Walks, which joint and several obligations imposed in this Article being imposed upon only the Owners who Lots share a Common Fence or Common Walk:

(a) if the water line runs from the main into one of the Townhomes or the Laundry Room, running through that Townhome or the Laundry Room and then through the remainder of the Townhomes or the Laundry Room, then the Owners, except as otherwise provided in Paragraph 4.3, shall equally share the cost of the maintenance, repair or rebuilding of the water line from the point of connection at the water main to the point of such entry. If, however, except as provided for in Paragraph 4.3 below, the water line separates between the point of connection at the water main and the point where it enters the Townhomes or the Laundry Room, such that it enters into more than one of the Townhomes and/or the Laundry Room, running through those Townhomes and/or the Laundry Room, and then servicing some, but, not all, of the other Townhomes and/or the Laundry Room, then the maintenance, repair or rebuilding of the water line from the point of connection at the water main to the point where it so separates shall be paid equally by all of the Owners, the Owners of the Lots who share a water line from that point of separation, paying equally the cost of maintaining, repairing or rebuilding the portion of the water line from the point of such separation to the point where it enters the Townhome and/or the Laundry Room through which the water line servicing their Lot enters. In any event, each Owner shall be solely responsible for the maintenance, repair or rebuilding of the portion of the water line which services their Lot which is within the boundaries of their Lot; and,

(b) if the sewer line runs from the main into one

of the Townhomes or the Laundry Room, running through that Townhome or the Laundry Room and then through the remainder of the Townhomes or the Laundry Room, then the Owners, except as otherwise provided in Paragraph 4.3, shall equally share the cost of the maintenance, repair or rebuilding of the sewer line from the point of connection at the water main to the point of such entry. If, however, except as provided for in Paragraph 4.3 below, the sewer line separates between the point of connection at the sewer main and the point where it enters the Townhomes or the Laundry Room, such that it enters into more than one of the Townhomes and/or the Laundry Room, running through those Townhomes and/or the Laundry Room, and then servicing some, but, not all, of the other Townhomes and/or the Laundry Room, then the maintenance, repair or rebuilding of the sewer line from the point of connection at the water main to the point where it so separates shall be paid equally by all of the Owners, the Owners of the Lots who share a sewer line from that point of separation, paying equally the cost of maintaining, repairing or rebuilding the portion of the sewer line from the point of such separation to the point where it enters the Townhome and/or the Laundry Room through which the sewer line servicing their Lot enters. In any event, each Owner shall be solely responsible for the maintenance, repair or rebuilding of the portion of the sewer line which services their Lot which is within the boundaries of their Lot; and,

(c) Common Fences (as between the Owners of the Lots which share a Common Fence); and,

(d) Common Walks (as between the Owners of the Lots, which share a Common Walk).

7.2 If any Owner (a "Defaulting Owner") fails or refuses to pay their share of the cost of the maintenance, repair or rebuilding, as provided for by Paragraph 4.1 above, within thirty (30) days after demand by any other Owner (the "Demanding Owner(s)"), then the Demanding Owner(s) may undertake such maintenance, repair or rebuilding and shall be entitled to assess and collect the Defaulting Owner's share of such costs attributable thereto against and from the Defaulting Owner and the same shall become and remain a lien against the Defaulting Owner's Lot, upon which interest shall accrue at the rate of eighteen percent per annum, until fully paid, which shall begin to accrue thirty days after demand. Said lien shall be established, enforced and released in the manner set forth in Article Nine below.

7.3 In the event that the Common Fences, the Common

Walks, Lot N, Lot O, or, the portions of the water line or sewer line for which the Owners are hereby responsible to share the costs of maintenance, repair or rebuilding are destroyed or damaged due to the negligence or intentional act or omission of any Owner, for which they are legally liable under general rules of law regarding liability for property damage due to negligence or intentional acts or omissions, then said Owner shall be solely responsible for the cost of the repair, rebuilding or maintenance of such portions of the Common Fences, the Common Walks, Lot N, Lot O, or, the water line or sewer line. Furthermore, if any portion of the water or sewer lines for which each Owner is solely responsible for the maintenance, repair or rebuilding are destroyed or damaged due to the negligence or intentional act or omission of any other Owner, for which they are legally liable under general rules of law regarding liability for property damage due to negligence or intentional acts or omissions, then said Owner shall be solely responsible for the cost of the repair, rebuilding or maintenance of such portions of the Common Fences, the Common Walks, Lot N, Lot O, or, the water line or sewer line. If said Owner (the "Defaulting Owner") fails or refuses to pay for such repair, rebuilding or maintenance within thirty (30) days after demand by any other Owner (the "Demanding Owner(s)") then the Demanding Owner(s) may cause the Common Fence, the Common Walks, Lot N, Lot O, or, the water line or sewer line to be repaired or rebuilt or may undertake such maintenance and shall be entitled to assess and collect the costs attributable thereto against and from the Defaulting Owner and shall further be entitled to a lien against the Defaulting Owner's Lot, upon which interest shall accrue at the rate of eighteen percent per annum, until fully paid, which shall begin to accrue thirty days after demand. Said lien shall be established, enforced and released in the manner set forth in Article Nine below.

7.4 To the extent that damage to the Common Fences, the Common Walks, or, the water line or sewer line is covered by insurance, the full insurance proceeds shall be used and applied to the extent necessary to repair, restore, or replace the Common Fences, the Common Walks, or, the water line or sewer line. Any insurance proceeds not necessary for such repair, restoration or replacement shall belong solely to the Owner who is the insured under the insurance policy under which such payment was made.

7.5 In the exercise of each Owner's rights and responsibilities for the maintenance, repair and rebuilding of the Common Fences, the Common Walks, or, the water line or sewer line, as provided for herein, each Owner shall have a perpetual and reciprocal easement upon and across that part of the Lot of any other Owner necessary to effectuate such repair, rebuilding or maintenance, including, without limitation, the right, with reasonable advance notice and at reasonable times, to enter into the Improvements constructed upon such other Lot to perform work necessary in the exercise of such right and responsibility.

7.6 No Owner, without the written consent of any other Owner effected thereby, shall cause any structure or improvement to be constructed over or around any portion of their Lot under which a water or sewer line runs, such that it would prevent easy access to the water or sewer line for the purpose of its maintenance, repair or rebuilding. Should an Owner do so without first obtaining the written consent of the effected Owner, the violating Owner shall be solely responsible for the cost of removing the structure or improvement to the extent necessary to access the water or sewer line for the purpose of such maintenance, repair or rebuilding.

7.7 The Declarant's predecessor in interest to the Property leased to Automatic Laundry, Inc the right to install and operate washing machines and dryers in the Laundry Room, which lease, by its terms was Automatic Laundry, Inc. asserts was automatically renewed for another 10 year term on August 10, 2000. Subject to enforceability of this lease by Automatic Laundry, Inc., the Association may replace Automatic Laundry, Inc, with another company, which furnishes laundry equipment, or, otherwise, make provisions for the location of washing machines and dryers in the Laundry Room. However, in no event, shall any Owner be permitted to install, or use, his/her/their/its own personal washing machine or dryer in the Laundry Room. Any income earned from the laundry equipment shall be deposited into Association's operating account and shall be used to help defray the Common Expenses.

7.8 The Owners of Lots A through L and Lot M shall each assume and pay one-thirteenth of the real property taxes assessed against the Common Area.

ARTICLE EIGHT
DURATION OF DECLARATION

8.1 This Declaration shall continue in effect perpetually and shall constitute an easement and a covenant running with and appurtenant to each Lot, subject to the provisions of the Act, provided, however, that nothing herein shall be construed as a conveyance by any Owner of their respective rights in the fee of their Lot. This Declaration shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the Owners.

8.2 Notwithstanding any other provisions hereof, in the event any Owner transfers title to the Lot owned by him/her/them or it to a bona fide third party transferee, such Owner shall be automatically freed and relieved from and after the date of such transfer from any liability for the performance of any covenants or obligations to be performed by such Owner relating to matters or occurrences after the transfer; provided that, the transferee of such Owner has specifically assumed and agreed to perform the covenants and obligations of such Owner under this Declaration after the transfer.

ARTICLE NINE
LIEN RIGHTS AND STATEMENTS

9.1 All sums and amounts due and payable by one Owner to any other hereunder, which are not paid within the time provided for herein, shall constitute a lien on such Owner's Lot in favor of any other Owner. To evidence such lien, the Owner entitled to the lien shall prepare a written notice of lien, setting forth the amount of such unpaid indebtedness, the nature of the indebtedness, the date the indebtedness first became due, the name of the Owner and the legal description of the Lot to be made subject to the lien. Such Notice of Lien may be recorded in the office of the Clerk and Recorder of the City and County of Denver, Colorado, ten days after demand by the Owner entitled to the lien to the other Party for such payment. Such lien shall be deemed, however, to have attached from the date on which payment of the indebtedness first became due. Such lien may be enforced by foreclosure of the lien in like manner as a mortgage on real property subsequent to the recording of a notice or claim of such lien. Such lien shall be subordinate to the liens of first mortgages and first deeds of trust, but shall be superior to any Homestead

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exemption in accordance with the provisions of 38-41-201, et. seq., C.R.S. In any such proceedings, the non-paying Owner shall be required to pay the costs, expenses and reasonable attorneys' fees incurred for filing the lien, and in the event of foreclosure proceedings the additional costs, all expenses, and reasonable attorneys' fees incurred thereby. In the event that the non-paying Owner satisfies the indebtedness prior to the foreclosure of the lien, the lienholder shall cause to be recorded an appropriate instrument releasing and discharging such lien.

9.2 Each Owner shall provide, within fifteen days of a written request by any other Owner, a statement indicating the amount of any unpaid charges or amounts due from the requesting Owner under the terms of this Declaration, any existing defaults under this Declaration by the requesting Owner, and any other information deemed proper by the responding Owner. In the event that the Owner requested to provide the statement fails to do so within such fifteen days, such failure shall be deemed conclusive evidence that no amounts due under this Declaration are unpaid by the requesting Owner and no defaults by the requesting Owner exist under this Declaration.

ARTICLE TEN
ARBITRATION

In the event of any dispute arising concerning a Party Wall, or under any of the provisions hereof, such dispute shall be resolved in accordance with the rules of the American Arbitration Association. The Arbitrator shall have the power to enter an award which provides for any of the remedies contained herein. The prevailing Party shall be entitled to recovery of their attorney fees and costs from the other Party(s), who shall also be responsible for payment of all costs associated with such arbitration. In the event that it becomes necessary for the Party who prevailed at the arbitration to enforce said award by its filing in a court of law, then the arbitration award shall be amended to include said Party's attorney fees and costs, incurred with regard to such action.

ARTICLE ELEVEN
INSURANCE

11.1 **General Insurance Provisions**. The Association shall acquire and pay for, out of the Assessments levied under Article Four above, the following insurance policies carried with reputable insurance companies authorized to do business in Colorado:

(a) **Hazard Insurance Coverage**. Insurance for fire, with extended coverage, vandalism, malicious mischief, all-risk, replacement cost, agreed amount (if the policy includes co-insurance), building ordinance and inflation guard endorsements attached, in amounts determined by the Executive Board to represent no less than the full then current insurable replacement cost of the Townhomes and the Laundry Room located on the Property, including all interior and perimeter walls, floors, and ceilings, doors, windows and other elements or materials comprising a part of the Townhomes, but, excluding any betterments and improvements made by Townhome Owners. Such insurance shall not insure or protect against any loss the contents, including fixtures, located within a Townhome, but, shall cover the fixtures and contents of the Laundry Room. Maximum deductible amounts for such policy shall be determined by the Executive Board, provided, however, that if an Agency requires specific deductibles, the Executive Board shall follow such Agency's requirements. Each Townhome Owner shall be responsible for obtaining additional or supplemental insurance covering any additions, alterations or improvements to their Townhome which increase the replacement value of the Townhome. In the event that satisfactory arrangement is not made for additional insurance by the Townhome Owner, the Townhome Owner shall be responsible for any deficiency in any resulting insurance loss recovery and the Association shall not be obligated to apply any insurance proceeds to restore the affected Townhome to a condition better than the condition existing prior to the making of such additions, alterations or improvements. Any additional premiums attributable to any such improvements, alterations or additions in betterment of the original specifications of a Townhome for which the insurance is increased as herein provided may be the subject of a lien for non payment as provided in herein in the event the Association pays such premium for a Townhome Owner. Such hazard insurance policy must be written by an insurance carrier that has (a) a "B" or better general policyholder rating or a "6" or better financial performance index

rating in Best's Insurance Reports, or (b) an "A" or better general policyholder's rating and a financial size category of "VIII" or better in Best's Insurance Reports International Edition.

(b) **Comprehensive Liability**. Comprehensive general public liability and property damage insurance for the Property in such amounts as the Executive Board deems desirable provided that such coverage shall be for at least $1,000,000 for bodily injury, including deaths and property damage arising out of a single occurrence insuring the Association, the Executive Board, the Manager or managing agent, or both, if any, and their respective agents and employees, and the Owners of the Lots from liability in connection with the operation, maintenance and use of Common Area and must include a "severability of interest" clause or specific endorsement. Such coverage shall also include legal liability coverage arising out of contracts of the Association and such other risks as are customarily covered with respect to townhomes similar to the Property in the Denver metropolitan area, including automobile liability insurance,, if appropriate. The Executive Board shall not enter into employment contracts or independent contractor contracts of any kind unless the contracting party provides evidence (such as a Certificate of Insurance) to the Executive Board that such party has current and satisfactory insurance, including workers compensation insurance, commercial general liability insurance and automobile insurance, on all of which the Association is named as an additional insured. The insurance policies may be carried in blanket policy form naming the Association as the insured, for the use and benefit of, and as attorney-in-fact for, the Townhome Owners. Each Owner of a Lot shall be an insured person under the policy with respect to liability arising out of such Owner's interest in the Lots or membership in the Association. Each Mortgagee and its successors or assigns shall be beneficiary of the policy in the percentages of Common Expenses for the Townhome which the Mortgage encumbers. The insurance company shall waive its rights of subrogation under the insurance policy against any Owner or member of the Owner's household. No act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, shall void the insurance policy, or, be a condition to recovery under the insurance policy. If, at the time of loss under an insurance policy described above there is other insurance in the name of the Owner covering the same risk covered by the policy, the Association's policy shall provide primary insurance.

Insurance coverage on the furnishings and other items of personal property belonging to a Townhome Owner and any additions and alterations to a Townhome which increase the Townhome's replacement value above that of the original specifications for the Townhome (unless financed by a Mortgage to be purchased by FNMA or FHLMC), casualty and public liability insurance coverage for each Townhome and workman's compensation insurance covering work within each Townhome shall be the responsibility of the Owner of the Townhome.

11.2 **Certificates of Insurance; Cancellation.** Certificates of insurance shall be issued to each Owner and Mortgagee upon request. All policies required to be carried under this Article shall provide a standard non-contributory mortgagee clause in favor of each First Mortgagee of a Lot and shall provide that such policy cannot be canceled by the insurance company without at least thirty (30) days prior written notice to each Owner and each First Mortgagee whose address is shown in the records maintained pursuant to the Association□s Documents. If the insurance described in this Article is not reasonably available, or, if any policy of such insurance is canceled, the Board of Directors shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Owners and to all First Mortgagees.

11.3 **Insurance Proceeds.** Any loss covered by the property insurance policy described in Paragraph 11.1 must be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a security interest. The insurance trustee, or, the Association shall hold any insurance proceeds in trust for the Owners and Mortgagees as their interest may appear. Subject to the provisions of Paragraph 11.5 below, the proceeds must be disbursed first for the repair or restoration of the damaged property, and the Association, Owners and Mortgagees are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored or the regime created by this Declaration is terminated.

11.4 **Insurer Obligation.** An insurer that has issued an insurance policy for the insurance described in Paragraphs 11.1 and 11.7, or, its agent shall issue certificates or memorandum of insurance to the Association and, upon request, to any Owner or Mortgagee. Unless otherwise provided by statute, the insurer

issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association and to each Owner and Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last-know addresses, and to any servicer of a Mortgage for the Federal National Mortgage Association.

11.5 Any portion of the Common Elements for which insurance is required under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association unless:

(a) The common interest community created by this Declaration is terminated, in which case the approval must first be obtained of sixty-seven percent (67%) of all Townhome Owners;

(b) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;

(c) There is a vote not to rebuild by (a) eighty percent (80%) of the Owners entitled to vote and (b) every Owner of a Townhome that will not be rebuilt; or;

(d) Prior to the conveyance of any Townhome to a person other than Declarant, the Mortgagee holding a Mortgage on the damaged portion of the Common Area rightfully demands all or a substantial part of the insurance proceeds.

The cost of repair or replacement of Common Area in excess of insurance proceeds and reserves is a Common Expense. If all the Common Area is not repaired or replaced, the insurance proceeds attributable to the damaged Common Area must be used to restore the damaged area to a condition compatible with the remainder of the Project, and except to the extent that other persons will be distributeesÐ, the insurance proceeds must be distributed to all the Owners or Mortgagees, as their interest may appear in proportion to each Townhome's Common Expenses Allocated Interest.

11.6 Common Expense. Premiums for insurance that the Association acquires and other expenses connected with acquiring such insurance are Common Expenses, provided, however, that if the Association's fire and extended coverage insurance on property within some, but not all of, the Townhomes (as required by any Agency

including FNMA or FHLMC), or other insurance attributable to some, but, not all of the Townhomes, the Association reserves the right to charge the Owners of such Townhomes for which the Association provides additional insurance coverage, an amount equal to the premium attributable to such additional insurance coverage.

11.7 **Fidelity Insurance**. Fidelity insurance or fidelity bonds must be maintained by the Association to protect against dishonest acts on the part of its officers, directors, trustees, any employees, and, on the part of all others, including any manager hired by the Association, who handle, or, are responsible for handling the funds belonging to, or, administered by, the Association in an amount not less than the greater of (a) twenty-five thousand dollars ($25,000) or, (b) the estimated maximum of funds, including reserve funds, in the custody of the Association or management agent as the case may be, at any given time during the term of each policy as calculated from the current budget of the Association, but, in no event less than a sum equal to three (3) months aggregate Assessments plus reserve funds. In addition, if responsibility for handling funds is delegated to a Manager, such insurance or bonds must be obtained by or for the Manager and its officers, employees and agents, as applicable. Such fidelity insurance or bonds shall name the Association as the insured and shall contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions.

11.8 **Workers' Compensation Insurance**. The Executive Board shall obtain workers' compensation, or, similar insurance with respect to its employees, if applicable, in the amounts and forms as may now, or hereafter, be required by law.

11.9 **Other Insurance**. The Association shall maintain flood insurance if any part of the Property is located within a Special Flood Hazard Area on a Flood Insurance Rate Map, equal to the lesser of 100% of the insurable value of the Property, or the maximum coverage available under the appropriate National Flood Insurance Program. The Association shall also maintain insurance to the extent reasonably available and in such amounts as the Executive Board may deem appropriate on behalf of the Executive Board against any liability asserted against a Member of the Executive Board, or, incurred by him in his capacity of, or, arising out of his, status as a Member of the Executive Board. The Executive Board may obtain insurance against such other risks of a similar or

dissimilar nature as it shall deem appropriate with respect to the Association's responsibilities and duties or as requested by any Agency.

ARTICLE TWELVE
ARCHITECTURAL CONTROL, USE RESTRICTIONS, AND USE OF PARKING AREA

12.1 In order to insure and maintain the value of the Lots, it is desirable to maintain one color scheme and one type of materials on the exteriors of the Townhomes and Laundry Room, as each visibly constitute one building. The Owners, therefore, shall make no change in the exterior paint, stain or trim material or color, without the written consent of the Association, or, by an architectural control committee appointed by the Execute Board, which committee shall be comprised of three (3) or more of the Owners of Townhomes. Further, no building, fence, wall, canopy, awning, landscaping, structure or improvement shall be commenced, erected, altered, moved, removed, or maintained upon the Lots, nor shall any exterior addition to, or change or alteration thereof be made until approved, in writing, by the Association, or, its architectural control committee, if any. The consent of the Association, or, its architectural control committee, if any, shall not be withheld if the nature, materials, shape, height, color and location of such addition, alteration or improvement harmonizes with the existing exterior design and aesthetics of the Property. Notwithstanding the foregoing, no consent or approval shall be required for the planting or installation of small flowering plants, vegetable gardens or any other landscaping or plants of a nature or variety that are not reasonably expected to exceed fifteen feet in height.

12.2 In order to insure and maintain the value of the Lots, the Lots shall be utilized only as a single family residence "single unit dwelling" within the meaning of Section 59-2(131) of the Revised Municipal Code of the City of Denver, as amended from time to time. Further the Lots shall not be used in such a manner which would increase or imperil insurance coverage or violate any law, regulation or ordinance; nor shall the Lots shall be used in any way or for any purpose which may endanger the health or unreasonably disturb the occupant(s) of the other Lots.

12.3 No animals, birds or reptiles of any kind shall be kept in a Townhome, except that a total of two domesticated dogs and/or two domesticated cats, plus birds or fish may be kept in a Townhome, subject to all applicable governmental animal ordinances and laws, provided they are not kept for commercial purposes. Each Owner of a pet(s) shall hold the other Owners harmless, and indemnify them from, and against, any claim resulting from any action of their pets. No household pet or animal shall be allowed on or about the Common Front Yards or Lots N or O, at any time, without adequate supervision by its Owner. Owners will be held responsible for any litter, waste, mess or damage created by their pets on the Common Front Yards and Lot O and for any offensive or prolonged noises created by their pets. Any pet causing or creating a nuisance or unreasonable disturbance or noise, or if the Owner of any pet fails to meet their obligations to keep the property free from any litter, waste, mess or damage created by their pet(s), shall be permanently removed from the Property upon a seven (7) day written demand to said pet owner from the Association, any dispute with regard to such demand being subject to the provisions of Article Ten. Additional rules and regulations governing the ownership of household pets and the Owner's responsibility for any litter, waste, mess or damage created by their pets, may be adopted by the Association.

12.4 The Owners of Lots A through M shall be entitled to the exclusive use of a Parking Space(s), as set forth in Exhibit D, attached hereto, and by this reference made a part hereof, the numbers of the Parking Spaces therein referring to the numbering of the Parking Spaces as set forth on the Plat. The Declarant hereby reserves the right, at its sole discretion, to assign, by sale, or otherwise, the exclusive right to use Parking Spaces 18, 19, 20 and 21 to the Owner or Owners of one, or, more, of the Lots upon which a Townhome is located. Upon such sale or transfer the Declarant shall amend Exhibit D to include the letter of the Lot to which such assignment has been made, in the form of a an amendment, or amendments, to this Declaration, to which such amended Exhibit D(s) shall be attached. Such amendment(s) shall not require the consent or signature of the Owners of any of the other Lots. The Association may adopt rules and regulations with regard to the use of the Parking Spaces. No Owner shall park in their Parking Spaces in such a way as to prevent access of the other Owners to their Parking Spaces.

12.5 The Owner of Lot G shall have the exclusive, perpetual right to the use of a storage closet in the Laundry Room. Said Owner shall have the sole responsibility for the upkeep, repair and replacement of the storage closet.

ARTICLE THIRTEEN
ENFORCEMENT

The enforcement of an arbitration award pursuant to Article Ten and any disputes not subject to Article Ten shall be by any proceeding at law or in equity. The aggrieved Owner, in such event, shall have the right to institute, maintain and/or prosecute any such proceeding and shall be entitled to recover his/her/their or its costs and reasonable attorneys' fees incurred pursuant thereto, as well as any and all other sums awarded or allowed by the Court. Notwithstanding the lien rights accorded each Party pursuant to Article Nine, the obligations of the Owners hereto are also the personal and individual debt of each Owner, and an action may be maintained against an Owner individually and personally to collect same.

ARTICLE FOURTEEN
MISCELLANEOUS PROVISIONS

14.1 Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the state of Colorado.

14.2 Counterparts. This Declaration may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same document.

14.3 Modifications. This Declaration and any of the provisions contained herein may not be waived or discharged other than by means of a written instrument signed by the Owner against whom enforcement of the waiver or discharge is sought.

14.4 **Headings**. The headings of the various Articles and Paragraphs contained herein are for convenience and reference only and shall not affect the meaning or construction of any of the provisions of this Declaration.

14.5 **Amendment/Termination**. Except as provided for in Paragraphs 12.4 or 14.12, this Declaration and the Plat shall be amended or terminated only as is provided for in the Act.

14.6 **Separate Assessment**. It is the Declarant's intention that the Lots be separately assessed for purposes of real property taxation, to which end a Improvement Survey Plat, reflecting the separate legal descriptions of the Lots, has been filed with the Office of the Assessor for the City and County of Denver, Colorado. Should, for whatever reason, the Lots not be separately assessed, then Owner shall be responsible for and pay one-thirteenth of all the tax assessments, including all fees, or such other amount which is reasonable based upon information contained in the Property Tax Statement or upon which the Tax Assessor's Office relied in assessing the Lots. The Owner receiving the Property Tax Statement shall submit, within fifteen days of its receipt, a copy to each other Owner. Each Party shall pay his/her/ their/its share of the taxes and fees as reflected by such Statement by the date by which full payment is due, currently the last business day of April. Should an Owner fail or refuse to pay their share of such taxes and fees as provided for herein, the other Owner may make such payment and may have a lien against the other Owner's Lot in such amount, upon which interest shall accrue at the rate of eighteen percent per annum, until fully paid, which shall begin to accrue thirty days after demand. Said lien shall be established, enforced and released in the manner set forth in Article Nine above.

Notwithstanding the foregoing, in the event a mortgage lender whose loan is secured by a mortgage or deed of trust encumbering one of the Lots requires the establishment of an escrow for the payment of real property taxes by the party who is the owner of such Lot and (i) the tax escrow payment is in an amount which in reasonable circumstances would be sufficient to pay the applicable real estate taxes for such Lot prior to delinquency, (ii) such Party actually pays the required tax escrow payment, and (iii) such Party provides reasonable evidence of the sufficiency of such amount and the payment of same to the other Party at least ten days prior to delinquency of such taxes, such Party shall not

be in default under this Paragraph 14.7 for failure to deliver one-half (or other appropriate amount) of the taxes prior to delinquency so long as such Party makes reasonable efforts to insure that the mortgage lender pays the appropriate amount to the taxing authority.

14.7 **Mechanic's Liens**. Should any Party cause or allow a Mechanic's Lien to be recorded against any other Owner's Lot for labor or materials for which any such Owner is not liable or responsible, then such Owner shall indemnify and hold the other Owner harmless therefrom, which indemnification shall include, but shall not be limited to, to the other Owner's reasonable attorney fees and costs.

14.8 **Notices**. All notices, demands or other communications required pursuant to this Declaration shall be in writing and shall be delivered in person or mailed by registered or certified first class mail, postage prepaid, return receipt requested as follows:

If to the Owner of Lot A: 3025 West 18th Avenue, Denver, Colorado

If to the Owner of Lot B: 3029 West 18th Avenue, Denver, Colorado

If to the Owner of Lot C: 3031 West 18th Avenue, Denver, Colorado

If to the Owner of Lot D: 3035 West 18th Avenue, Denver, Colorado

If to the Owner of Lot E: 3039 West 18th Avenue, Denver, Colorado

If to the Owner of Lot F: 3041 West 18th Avenue, Denver, Colorado

If to the Owner of Lot G: 3045 West 18th Avenue, Denver, Colorado

If to the Owner of Lot H: 1800 Grove Street, Denver, Colorado

If to the Owner of Lot I: 1804 Grove Street, Denver, Colorado

If to the Owner of Lot J: 1808 Grove Street, Denver, Colorado

If to the Owner of Lot K: 1810 Grove Street, Denver, Colorado

If to the Owner of Lot L: 1816 Grove Street, Denver, Colorado

If to the Owners of Lot M: 3049 West 18th Avenue, Denver, Colorado.

If to the Owners of Lots N or O: c/o the Association.

14.9 Emergencies. Notwithstanding the provisions of this Declaration requiring demand or notice prior to certain repairs, maintenance or other actions, in the event the Party Wall, the improvements, the roofs, the furnaces, the utility lines servicing any of the Lots, or other parts of any of the other Lots are damaged or destroyed, or a condition exists on any of the Lots, and the failure to immediately repair such damage, or perform work to ameliorate the effects of such destruction, or remove or remedy such condition is reasonably likely to cause damage or destruction or further damage or destruction to other property or improvements, harm to persons or property, or prevent the occupancy of other improvements affected by such damage or destruction, the Association may take such action as is reasonably necessary to prevent such damage, destruction, harm or unsuitability for occupancy after making reasonable attempts under the circumstances to notify the Owner.

14.10 Condemnation. In the event all of the Lots are taken by an authority having power of condemnation or eminent domain or are conveyed in lieu of a taking under threat of condemnation ("Taking"), the provisions of Section 38-33.3-107 of the Act shall control.

14.11 Compliance With Law. Except with regard to the water line which services the Lots, if at any time in the future any provider of utility or other services to the Lots demands the separation of the utility or other services, including, without limitation, the installation of a separate sewer line to meet the requirements of any rule, regulation, ordinance or statute, the Owners of the Lots shall share the cost of same equally. If any Owner fails or refuses to pay their share of such cost or expense within thirty (30) days after demand by any other Owner, such other Owner(s) may make such payment on behalf of the defaulting Owner and may have a lien against such Owner's Lot in such amount, upon which interest shall accrue at the rate of eighteen percent per

annum, until fully paid, which shall begin to accrue thirty days after demand. Said lien shall be established, enforced and released in the manner set forth in Article Nine below. The sharing of such costs and expenses shall be the exclusive and sole remedy of each Owner against the others, or against any predecessor in the chain of title of the other Owners, on account of such demand by the provider of a utility or other service, each Owner for him/her/themselves or itself waiving any and all other claims which they may have against the others arising therefrom. With regard to the water line servicing the Lots, it is currently the policy of the Denver Water Department to not require a separate water service to each of the Townhomes on the Lots, so long as no dispute arises between the Owners of the Lots regarding compliance with the Denver Water Department's rules, or failure to pay their share of the charges for water service. In the event of such a dispute, the Denver Water Department may require a separate water service. The Owners of the Lots shall exercise good faith and fair dealing with each other so as to avoid any dispute which would subject the Owners to any order from the Denver Water Department to install separate water services. In the event, however, as the result of any Owners failure to so act in good faith and to deal fairly with the other Owners in resolution of any dispute regarding the water line, and the Denver Water Department orders that separate water services be installed, then, such Owner shall be solely liable for the cost of the installation of such separate water service(s), regardless if the Denver Water Department's regulations would divide the cost in another fashion. If said Owner fails or refuses to pay such cost or expense within thirty (30) days after demand by any other Owner, such other Owner(s) may make such payment on behalf of the defaulting Owner and may have a lien against such Owner's Lot in such amount, upon which interest shall accrue at the rate of eighteen percent per annum, until fully paid, which shall begin to accrue thirty days after demand. Said lien shall be established, enforced and released in the manner set forth in Article Nine below.

14.12 **Declarant's Right to Amend**. As long as the Declarant owns one of the Lots, it shall have the right to amend this Declaration for the purpose of conforming to, or meeting, the requirements of any lender, title company or loan guarantor, including, without limitation, FHA/VA, provided that the Declarant provides the other Owner with a copy of such amendment at least seven days prior to its recordation. Furthermore, the Declarant shall have the right to amend this Declaration, or the Association Document for the purpose of correcting

spelling, grammar, dates, typographical errors, or as may otherwise be necessary to clarify the meaning of any provisions of the Association Documents.

14.13 **Singular/Plural/Gender**. Whenever used herein the singular number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders.

14.14 **Cooperation Regarding Zoning, Planning and Building**. The Lots were once one parcel, but, now are separate and distinct parcels and are alienable from each other and may be transferred and conveyed separately. However, they are not recognized as such by the Denver Zoning and Planning Department and, perhaps, the Denver Building Department, which consider the Lots, for purposes of the application of zoning, and perhaps building, statutes, ordinances, rules and regulations, to still be one Zone Lot, or the Townhomes and the Laundry Room, one structure. Therefore, it may be necessary in the future, for certain purposes regarding zoning, planning or building issues, for the Owners of the Lots to cooperate and join together as the Owners of the Zone Lot or the Owners of the structure on the Zone Lot. Subject to the provisions of Article 10, so long as any renovation, addition, alteration, improvement, exception desired by an Owner are in compliance with all applicable statutes, ordinances or rules or regulations, or variances from same are obtainable, and so long as the nature, materials, shape, height, color and location of such renovations, additions, alterations or improvements harmonize with the existing aesthetics of the Lots, and so long as the use desired by the Owner will not unreasonable disrupt the quiet enjoyment or use of the other Lots or unreasonably disrupt or be in conflict with the character of the neighborhood in which the Lots are located, the Owners of the Lots shall be required to cooperate with, and consent to and approve of, any effort or action by the Owner of a Lot to so renovate or make additions, alterations or improvements to their Lot, or to seek consent for the use of their Lot including, without limitation, executing any and all documents required for such process, including, without limitation any applications, or an appeal from the denial of same.

14.15 **Development Rights**. The Declarant reserves no development rights within the meaning of the Act.

14.16 Special Declarant Rights. The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Common Interest Community: (a) to maintain signs advertising the Common Interest Community and models; (b) to use easements through the Common Area and Lots A through M for the purpose of making Improvements within the Common Interest Community and to market the Townhomes; and, (c) to appoint or remove an officer of the Association or an Executive Board member during a period of Declarant control subject to the provisions of this Amended Declaration. As long as the Declarant owns a Townhome, the Declarant, its duly authorized agents, representatives and employees may maintain any Townhome so owned as a model Townhome, sales office or management office. In addition, during periods of construction, Declarant may maintain a construction trailer on the Common Area. The Declarant reserves the right to perform warranty work, repairs, and construction work in Townhomes and Common Area, to store materials in secure areas, and to control and have the right of access to work and repairs until completion. All work may be performed by the Declarant, without the consent or approval of the Executive Board. The Declarant has an easement through the Common Area as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Special Declarant Rights, whether arising under the Act or reserved in this Declaration. This easement includes the right to convey access, utility and drainage easements to the City and County of Denver, municipalities, special districts or the State of Colorado. The Declarant reserves the right to post and maintain signs and displays in Townhomes owned by Declarant and in the Common Area in order to promote sales of Townhomes. Declarant also reserves the right to conduct general sales activities in a manner, which will not unreasonably disturb the rights of Townhome Owners. The Declarant reserves the right to retain all his property and equipment used in the sales, management, construction and maintenance of the Property, whether or not they have become fixtures. Unless terminated earlier by an amendment to this Declaration executed by the Declarant, any Special Declarant Right may be exercised by the Declarant until the earlier of the following, as long as the Declarant (a) is obligated under any warranty or obligation; or, (b) owns any Townhome. Neither the Association nor any Unit Owner may take any action or adopt any Rule that will interfere with or diminish any Special Declarant Right without the prior written consent of the Declarant. The transfer of any of said Special Declarant Rights shall be subject to,

and in accordance with, the provisions of Section 38.33.3-304 of the Act.

14.17 **Damage or Destruction**

(a) **The Role of the Executive Board**. Except as provided in Section 11.5, in the event of damage or destruction of all or part of any Common Area, improvement, or other property covered by insurance written in the name of the Association under Article 9, the Executive Board shall arrange for and supervise the prompt repair and restoration of the damaged property (the property insured by the Association pursuant to Article 11 is sometimes referred to as the "Association-Insured Property".)

(b) **Estimate of Damages or Destruction**. As soon as practicable after an event causing damage to, or destruction of, any part of the Association-Insured Property, the Executive Board shall, unless such damage or destruction shall be minor, obtain an estimate, or estimates, that it deems reliable of the cost of repair and reconstruction. "Repair and reconstruction" as used in this Paragraph shall mean restoring the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction unless the approval is obtained of fifty-one percent (51%) of First Mortgagees of the Lots subject to First Mortgages (which percentage is measured by votes allocated to such Units). Such costs may also include professional fees and premiums for such bonds as the Executive Board, or the insurance trustee, if any, determines to be necessary.

(c) **Repair and Reconstruction**. As soon as practical after the damage occurs and any required estimates have been obtained, the Association shall diligently pursue to complete the repair and reconstruction of the damaged or destroyed Association-Insured Property. As attorney-in-fact for the Owners, the Association may take any and all necessary or appropriate actions to effect repair and reconstruction of any damage to the Association-Insured Property, and no consent or other action by any Owner shall be necessary. Assessments of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

(d) **Funds for Repair and Reconstruction**. The proceeds received by the Association from any hazard insurance carried by the Association shall be used for the purpose of repair, replacement and reconstruction of the Association-Insured Property for the benefit of Owners and Mortgagees.

If the proceeds of the Association's insurance are insufficient to pay the estimated or actual cost of such repair, replacement or reconstruction, or if upon completion of such work the insurance proceeds for the payment of such work are insufficient, the Association may, pursuant to Section 4.7, if permitted under the Act, levy, assess and collect in advance from the Owners, without the necessity of a special vote of the Owners, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair, replacement or reconstruction.

(e) **Disbursement of Funds for Repair and Reconstruction**. The insurance proceeds held by the Association and the amounts received from the Special Assessments provided for above, constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in proportion to the contributions each Owner made as Special Assessments, then in proportion to the relative value of each Townhome which shall be based on the square footage of the Townhome and in accordance with the Lot's Percentage Share of Common Expenses, first to the Mortgagees and then to the Owners, as their interests appear.

14.18 **Conflict With Act.** Any provisions in this Declaration in conflict with the requirements of the Act shall not be deemed to invalidate such provisions as a whole, but shall be adjusted as is necessary to comply with the Act.

IN WITNESS WHEREOF, the Declarant has executed this Amended Declaration the day and year first above written.

DENVER RENTAL COMPANY.COM, L.L.C., a Colorado Limited Liability

BY: _____
Chris Viets, Managing Member

STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this 6th day of March, 2002, by Chris Viets, as a Managing Member of Denver Rental Company.com, L.C.C., a Colorado Limited Liability Company.

_____
Notary Public

My Commission Expires: 9/25/05

LD NA 172.16.0.68 DV 56967-2002.054

EXHIBIT A

A parcel of land being a part of Lots 13 and 14, Block 12, Cheltenham Heights, located in the Southwest 1/4 of Section 32, Township 3 South, Range 68 West of the 6th P.M., City and County of Denver, State of Colorado, being more particularly described as follows:

Commencing at the Southwest corner of said Lot 13;
Thence Easterly, along the South line of said Lot 13, a distance of 160.16 feet, to the Point of Beginning;
Thence Northerly, on an angle to the right of 90°00'54", a distance of 19.76 feet to the South face of a masonry building;
Thence continuing on the previously stated course, and through a common party wall of said building, a distance of 29.10 feet to the North face of said building;
Thence continuing on the previously stated course, a distance of 12.00 feet;
Thence Easterly, on an angle to the left of 90°00'00", a distance of 11.90 feet;
Thence Southerly, on an angle to the left of 90°00'00", a distance of 12.00 feet, to a Northeast corner of said building;
Thence continuing on the previously stated course and along the East face of said building, a distance of 29.10 feet to the Southeast corner of said building;
Thence continuing on the previously stated course, a distance of 19.76 feet to the South line of said Lot 13;
Thence Westerly, along the South line of said Lot 13, a distance of 11.90 feet to the Point of Beginning.

and

A Parcel of land being a part of Lots 13, 14, 15, 16 and 17, Block 12, Cheltenham Heights, located in the Southwest 1/4 of Section 32, Township 3 South, Range 68 West of the 6th P.M., City and County of Denver, State of Colorado, being more particularly described as follows:

Commencing at the Southwest corner of said Block 12;
Thence Easterly, along the South line of said Block 12, a distance of 179.42 feet, to the Southeast corner of Lot 13, of said Block 12, said point being the Point of Beginning;
Thence Northerly, along the East line of Lots 13, 14, 15 and 17, of said Block 12, a distance of 65.85 feet;
Thence Westerly, on an angle to the right of 90°04'49", a distance of 29.94 feet;
Thence Northerly, on an angle to the left of 90°23'13", a distance of 35.47 feet;
Thence Easterly, on an angle to the left of 89°36'47", a distance of 30.11 feet to a point on the East line of said Lot 16;
Thence Northerly, along the East line of said Lot 16 and 17, a

(continued)

distance of 49.61 feet to the Northeast corner of said Lot 17;
Thence Westerly, along the North line of said Lot 17, a distance of 179.46 feet to the Northwest corner of said Lot 17;
Thence Southerly, along the West line of said Lot 17, a distance of 10.00 feet;
Thence Easterly, on an angle to the right of 90°04'26", a distance of 24.99 to the Northwest corner a masonry building;
Thence Easterly, on an angle to the right of 180°01'16", and along the North face of said building, a distance of 29.10 feet to a Northeast corner of said building;
thence continuing along the previously stated course a distance of 12.00 feet;
Thence Southerly, on an angle to the left of 90°00'00", a distance of 10.10 feet;
Thence Easterly, on an angle to the right of 90°00'00", a distance of 106.20 feet;
Thence Southerly, on an angle to the left of 90°00'00", a distance of 12.00 feet, to a Northeast corner of said building;
thence continuing on the previously stated course and along the East face of said building, a distance of 29.10 feet to the Southeast corner of said building;
Thence continuing on the previously stated course a distance of 19.76 feet to a point on the South line of said Block 12;
Thence Easterly, along the South line of said Block 12, a distance of 7.36 feet to the Point of Beginning.

Legal descriptions prepared by:
George G. Kaller, P.L.S. 25946,
for and on behalf of:
Metropolitan Surveyors, LLC

EXHIBIT B

LOT A:

A PARCEL OF LAND BEING A PART OF LOTS 13 AND 14, BLOCK 12, CHELTENHAM HEIGHTS, LOCATED IN THE SOUTHWEST ¼ OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 13; THENCE EASTERLY, ALONG THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 137.16 FEET, TO THE POINT OF BEGINNING; THENCE NORTHERLY, ON AN ANGLE TO THE RIGHT OF 90°00'54", A DISTANCE OF 19.77 FEET TO THE SOUTH FACE OF A MASONRY BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, AND THROUGH A COMMON PARTY WALL OF SAID BUILDING, A DISTANCE OF 29.10 FEET TO THE NORTH FACE OF SAID BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, A DISTANCE OF 12.00 FEET; THENCE EASTERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 23.00 FEET; THENCE SOUTHERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 12.00 FEET, TO THE NORTH FACE OF SAID BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, AND THROUGH A COMMON PARTY WALL OF SAID BUILDING, A DISTANCE OF 29.10 FEET TO THE SOUTH FACE OF SAID BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, A DISTANCE OF 19.76 FEET TO THE SOUTH LINE OF SAID LOT 13; THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 23.00 FEET TO THE POINT OF BEGINNING.

LOT B:

A PARCEL OF LAND BEING A PART OF LOTS 13 AND 14, BLOCK 12, CHELTENHAM HEIGHTS, LOCATED IN THE SOUTHWEST ¼ OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 13; THENCE EASTERLY, ALONG THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 115.46 FEET, TO THE POINT OF BEGINNING; THENCE NORTHERLY, ON AN ANGLE TO THE RIGHT OF 90°00'54", A DISTANCE OF 19.77 FEET TO THE SOUTH FACE OF A MASONRY BUILDING; THENCE THROUGH THE COMMON PARTY WALL OF SAID BUILDING THE FOLLOWING 5 COURSES; 1) THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, A DISTANCE OF 13.40 FEET; 2) THENCE EASTERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 5.60 FEET; 3) THENCE NORTHERLY, ON AN ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 2.80 FEET; 4) THENCE EASTERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 5.00 FEET; 5) THENCE NORTHERLY, ON AN ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 12.90 FEET TO THE NORTH FACE OF SAID BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE A DISTANCE OF 12.00 FEET; THENCE EASTERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 11.10 FEET; THENCE SOUTHERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 12.00 FEET, TO THE NORTH FACE OF SAID BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, AND THROUGH A COMMON PARTY WALL OF SAID BUILDING, A DISTANCE OF 29.10 FEET TO THE SOUTH FACE OF SAID BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, A DISTANCE OF 19.77 FEET TO THE SOUTH LINE OF SAID LOT 13; THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 21.70 FEET TO THE POINT OF BEGINNING.

LOT C:

A PARCEL OF LAND BEING A PART OF LOTS 13 AND 14, BLOCK 12, CHELTENHAM HEIGHTS, LOCATED IN THE SOUTHWEST ¼ OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 13; THENCE EASTERLY, ALONG THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 104.26 FEET, TO THE POINT OF BEGINNING; THENCE NORTHERLY, ON AN ANGLE TO THE RIGHT OF 90°00'54", A DISTANCE OF 19.77 FEET TO THE SOUTH FACE OF A MASONRY BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, AND THROUGH A COMMON PARTY WALL OF SAID BUILDING, A DISTANCE OF 29.10 FEET TO THE NORTH FACE OF SAID BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, A DISTANCE OF 12.00 FEET; THENCE EASTERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 21.80 FEET; THENCE SOUTHERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 12.00 FEET, TO THE NORTH FACE OF SAID BUILDING; THENCE THROUGH THE COMMON PARTY WALL OF SAID BUILDING THE FOLLOWING 5 COURSES; 1) THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, A DISTANCE OF 12.90 FEET; 2) THENCE WESTERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 5.00 FEET; 3) THENCE SOUTHERLY, ON AN ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 2.80 FEET; 4) THENCE WESTERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 5.60 FEET; 5) THENCE SOUTHERLY, ON AN ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 13.40 FEET TO THE SOUTH FACE OF SAID BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, A DISTANCE OF 19.77 FEET TO THE SOUTH LINE OF SAID LOT 13; THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 11.20 FEET TO THE POINT OF BEGINNING.

LOT D:

A PARCEL OF LAND BEING A PART OF LOTS 13 AND 14, BLOCK 12, CHELTENHAM HEIGHTS, LOCATED IN THE SOUTHWEST ¼ OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 13; THENCE EASTERLY, ALONG THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 82.66 FEET, TO THE POINT OF BEGINNING; THENCE NORTHERLY, ON AN ANGLE TO THE RIGHT OF 90°00'54", A DISTANCE OF 19.78 FEET TO THE SOUTH FACE OF A MASONRY BUILDING; THENCE THROUGH THE COMMON PARTY WALL OF SAID BUILDING THE FOLLOWING 5 COURSES; 1) THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, A DISTANCE OF 13.20 FEET; 2) THENCE EASTERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 5.10 FEET; 3) THENCE NORTHERLY, ON AN ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 2.70 FEET; 4) THENCE EASTERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 5.50 FEET; 5) THENCE NORTHERLY, ON AN ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 13.20 FEET TO THE NORTH FACE OF SAID BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE A DISTANCE OF 12.00 FEET; THENCE EASTERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 11.00 FEET; THENCE SOUTHERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 12.00 FEET, TO THE NORTH FACE OF SAID BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, AND THROUGH A COMMON PARTY WALL OF SAID BUILDING, A DISTANCE OF 29.10 FEET TO THE SOUTH FACE OF SAID BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, A DISTANCE OF 19.77 FEET TO THE SOUTH LINE OF SAID LOT 13; THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 21.60 FEET TO THE POINT OF BEGINNING.

LOT E:

A PARCEL OF LAND BEING A PART OF LOTS 13 AND 14, BLOCK 12, CHELTENHAM HEIGHTS, LOCATED IN THE SOUTHWEST ¼ OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 13; THENCE EASTERLY, ALONG THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 71.46 FEET, TO THE POINT OF BEGINNING; THENCE NORTHERLY, ON AN ANGLE TO THE RIGHT OF 90°00'54", A DISTANCE OF 19.78 FEET TO THE SOUTH FACE OF A MASONRY BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, AND THROUGH A COMMON PARTY WALL OF SAID BUILDING, A DISTANCE OF 29.10 FEET TO THE NORTH FACE OF SAID BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, A DISTANCE OF 12.00 FEET; THENCE EASTERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 21.80 FEET; THENCE SOUTHERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 12.00 FEET, TO THE NORTH FACE OF SAID BUILDING; THENCE THROUGH THE COMMON PARTY WALL OF SAID BUILDING THE FOLLOWING 5 COURSES; 1) THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, A DISTANCE OF 13.20 FEET; 2) THENCE WESTERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 5.50 FEET; 3) THENCE SOUTHERLY, ON AN ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 2.70 FEET; 4) THENCE WESTERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 5.10 FEET; 5) THENCE SOUTHERLY, ON AN ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 13.20 FEET TO THE SOUTH FACE OF SAID BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, A DISTANCE OF 19.78 FEET TO THE SOUTH LINE OF SAID LOT 13; THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 11.20 FEET TO THE POINT OF BEGINNING.

LOT F:

A PARCEL OF LAND BEING A PART OF LOTS 13 AND 14, BLOCK 12, CHELTENHAM HEIGHTS, LOCATED IN THE SOUTHWEST ¼ OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 13; THENCE EASTERLY, ALONG THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 48.56 FEET, TO THE POINT OF BEGINNING; THENCE NORTHERLY, ON AN ANGLE TO THE RIGHT OF 90°00'54", A DISTANCE OF 19.79 FEET TO THE SOUTH FACE OF A MASONRY BUILDING; THENCE THROUGH THE COMMON PARTY WALL OF SAID BUILDING THE FOLLOWING 3 COURSES; 1) THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, A DISTANCE OF 28.60 FEET; 2) THENCE EASTERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 5.30 FEET; 3) THENCE NORTHERLY, ON AN ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 0.50 FEET TO THE NORTH FACE OF SAID BUILDING; THENCE EASTERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", AND ALONG THE NORTH FACE OF SAID BUILDING, A DISTANCE OF 5.00 FEET; THENCE NORTHERLY, ON AN ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 12.00 FEET; THENCE EASTERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 12.60 FEET; THENCE SOUTHERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 12.00 FEET, TO THE NORTH FACE OF SAID BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, AND THROUGH A COMMON PARTY WALL OF SAID BUILDING, A DISTANCE OF 29.10 FEET TO THE SOUTH FACE OF SAID BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, A DISTANCE OF 19.78 FEET TO THE SOUTH LINE OF SAID LOT 13; THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 22.90 FEET TO THE POINT OF BEGINNING.

LOT G:

A PARCEL OF LAND BEING A PART OF LOTS 13, 14 AND 15, BLOCK 12, CHELTENHAM HEIGHTS, LOCATED IN THE SOUTHWEST ¼ OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 13; THENCE EASTERLY, ALONG THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 48.56 FEET; THENCE NORTHERLY, ON AN ANGLE TO THE RIGHT OF 90°00'54", A DISTANCE OF 19.79 FEET TO THE SOUTH FACE OF A MASONRY BUILDING; THENCE THROUGH THE COMMON PARTY WALL OF SAID BUILDING THE FOLLOWING 3 COURSES; 1) THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, A DISTANCE OF 28.60 FEET; 2) THENCE EASTERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 5.30 FEET; 3) THENCE NORTHERLY, ON AN ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 0.50 FEET TO THE NORTH FACE OF SAID BUILDING; THENCE EASTERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", AND ALONG THE NORTH FACE OF SAID BUILDING, A DISTANCE OF 5.00 FEET; THENCE NORTHERLY, ON AN ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 12.00 FEET; THENCE EASTERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 7.00 FEET; THENCE NORTHERLY, ON AN ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 5.00 FEET; THENCE WESTERLY, ON AN ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 12.00 TO THE EAST FACE OF SAID BUILDING; THENCE SOUTHERLY, ON AN ANGLE TO THE RIGHT OF 90°00'00", AND ALONG THE EAST FACE OF SAID BUILDING, A DISTANCE OF 14.00 FEET; THENCE WESTERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", AND THROUGH A COMMON PARTY WALL OF SAID BUILDING, A DISTANCE OF 29.10 FEET TO THE WEST FACE OF SAID BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, A DISTANCE OF 24.84 FEET TO A POINT ON WEST LINE OF SAID LOTS 13 AND 14, SAID POINT LYING 51.90 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 13; THENCE SOUTHERLY, ALONG THE WEST LINE OF SAID LOTS 13 AND 14, A DISTANCE OF 51.90 FEET TO THE POINT OF BEGINNING.

LOT H:

A PARCEL OF LAND BEING A PART OF LOTS 14 AND 15, BLOCK 12, CHELTENHAM HEIGHTS, LOCATED IN THE SOUTHWEST ¼ OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 12; THENCE NORTHERLY, ALONG THE WEST LINE OF SAID BLOCK 12, A DISTANCE OF 51.90 FEET, TO THE POINT OF BEGINNING; THENCE EASTERLY, ON AN ANGLE TO THE RIGHT OF 89°54'18", A DISTANCE OF 24.84 FEET TO THE WEST FACE OF A MASONRY BUILDING; THENCE CONTINUING ON THE PREVIOUSLY-STATED COURSE, AND THROUGH A COMMON PARTY WALL OF SAID BUILDING, A DISTANCE OF 29.10 FEET TO THE EAST FACE OF SAID BUILDING; THENCE NORTHERLY, ON AN ANGLE TO THE RIGHT OF 90°00'00", AND ALONG THE EAST FACE OF SAID BUILDING A DISTANCE OF 14.00 FEET; THENCE EASTERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 12.00 FEET; THENCE NORTHERLY, ON AN ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 9.10 FEET; THENCE WESTERLY, ON AN ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 12.00 TO THE EAST FACE OF SAID BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, AND THROUGH A COMMON PARTY WALL OF SAID BUILDING, A DISTANCE OF 29.10 FEET TO THE WEST FACE OF SAID BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, A DISTANCE OF 24.88 FEET TO THE WEST LINE OF SAID BLOCK 12; THENCE SOUTHERLY, ALONG THE WEST LINE OF SAID BLOCK 12, A DISTANCE OF 23.10 FEET TO THE POINT OF BEGINNING.

LOT I:

A PARCEL OF LAND BEING A PART OF LOTS 15 AND 16, BLOCK 12, CHELTENHAM HEIGHTS, LOCATED IN THE SOUTHWEST ¼ OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 12; THENCE NORTHERLY, ALONG THE WEST LINE OF SAID BLOCK 12, A DISTANCE OF 75.00 FEET, TO THE POINT OF BEGINNING; THENCE EASTERLY, ON AN ANGLE TO THE RIGHT OF 89°54'18", A DISTANCE OF 24.88 FEET TO THE WEST FACE OF A MASONRY BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, AND THROUGH A COMMON PARTY WALL OF SAID BUILDING, A DISTANCE OF 29.10 FEET TO THE EAST FACE OF SAID BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, A DISTANCE OF 12.00 FEET; THENCE NORTHERLY, ON AN ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 11.10 FEET; THENCE WESTERLY, ON AN ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 12.00 FEET, TO THE EAST FACE OF SAID BUILDING; THENCE THROUGH THE COMMON PARTY WALL OF SAID BUILDING THE FOLLOWING 5 COURSES; 1) THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, A DISTANCE OF 13.10 FEET; 2) THENCE NORTHERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 5.40 FEET; 3) THENCE WESTERLY, ON AN ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 2.90 FEET; 4) THENCE NORTHERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 5.30 FEET; 5) THENCE WESTERLY, ON AN ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 13.10 FEET TO THE WEST FACE OF SAID BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, A DISTANCE OF 24.92 FEET TO THE WEST LINE OF SAID BLOCK 12; THENCE SOUTHERLY, ALONG THE WEST LINE OF SAID BLOCK 12, A DISTANCE OF 21.80 FEET TO THE POINT OF BEGINNING.

LOT J:

A PARCEL OF LAND BEING A PART OF LOTS 15 AND 16, BLOCK 12, CHELTENHAM HEIGHTS, LOCATED IN THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 12; THENCE NORTHERLY, ALONG THE WEST LINE OF SAID BLOCK 12, A DISTANCE OF 96.80 FEET, TO THE POINT OF BEGINNING; THENCE EASTERLY, ON AN ANGLE TO THE RIGHT OF 89°54'18", A DISTANCE OF 24.92 FEET TO THE WEST FACE OF A MASONRY BUILDING; THENCE THROUGH THE COMMON PARTY WALL OF SAID BUILDING THE FOLLOWING 5 COURSES; 1) THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, A DISTANCE OF 13.10 FEET; 2) THENCE SOUTHERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 5.30 FEET; 3) THENCE EASTERLY, ON AN ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 2.90 FEET; 4) THENCE SOUTHERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 5.40 FEET; 5) THENCE EASTERLY, ON AN ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 13.10 FEET TO THE EAST FACE OF SAID BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE A DISTANCE OF 12.00 FEET; THENCE NORTHERLY, ON AN ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 21.80 FEET; THENCE WESTERLY, ON AN ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 12.00 FEET, TO THE EAST FACE OF SAID BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, AND THROUGH A COMMON PARTY WALL OF SAID BUILDING, A DISTANCE OF 29.10 FEET TO THE WEST FACE OF SAID BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, A DISTANCE OF 24.84 FEET TO THE WEST LINE OF SAID BLOCK 12; THENCE SOUTHERLY, ALONG THE WEST LINE OF SAID BLOCK 12, A DISTANCE OF 11.10 FEET TO THE POINT OF BEGINNING.

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LOT K:

A PARCEL OF LAND BEING A PART OF LOTS 16 AND 17, BLOCK 12, CHELTENHAM HEIGHTS, LOCATED IN THE SOUTHWEST ¼ OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 12; THENCE NORTHERLY, ALONG THE WEST LINE OF SAID BLOCK 12, A DISTANCE OF 107.90 FEET, TO THE POINT OF BEGINNING; THENCE EASTERLY, ON AN ANGLE TO THE RIGHT OF 89°54'18", A DISTANCE OF 24.94 FEET TO THE WEST FACE OF A MASONRY BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, AND THROUGH A COMMON PARTY WALL OF SAID BUILDING, A DISTANCE OF 39.10 FEET TO THE EAST FACE OF SAID BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, A DISTANCE OF 12.00 FEET; THENCE NORTHERLY, ON AN ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 11.00 FEET; THENCE WESTERLY, ON AN ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 12.00 FEET, TO THE EAST FACE OF SAID BUILDING; THENCE THROUGH THE COMMON PARTY WALL OF SAID BUILDING THE FOLLOWING 5 COURSES; 1) THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, A DISTANCE OF 13.10 FEET; 2) THENCE NORTHERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 5.10 FEET; 3) THENCE WESTERLY, ON AN ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 2.90 FEET; 4) THENCE NORTHERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 5.70 FEET; 5) THENCE WESTERLY, ON AN ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 13.10 FEET TO THE WEST FACE OF SAID BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, A DISTANCE OF 24.97 FEET TO THE WEST LINE OF SAID BLOCK 12; THENCE SOUTHERLY, ALONG THE WEST LINE OF SAID BLOCK 12, A DISTANCE OF 21.80 FEET TO THE POINT OF BEGINNING.

LOT L:

A PARCEL OF LAND BEING A PART OF LOTS 16 AND 17, BLOCK 12, CHARLTENHAM HEIGHTS, LOCATED IN THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 12; THENCE NORTHERLY, ALONG THE WEST LINE OF SAID BLOCK 12, A DISTANCE OF 129.70 FEET, TO THE POINT OF BEGINNING; THENCE EASTERLY, ON AN ANGLE TO THE RIGHT OF 89°54'18", A DISTANCE OF 24.97 FEET TO THE WEST FACE OF A MASONRY BUILDING; THENCE THROUGH THE COMMON PARTY WALL OF SAID BUILDING THE FOLLOWING 5 COURSES; 1) THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, A DISTANCE OF 13.10 FEET; 2) THENCE SOUTHERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 5.70 FEET; 3) THENCE EASTERLY, ON AN ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 2.90 FEET; 4) THENCE SOUTHERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 5.10 FEET; 5) THENCE EASTERLY, ON AN ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 13.10 FEET TO THE EAST FACE OF SAID BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE A DISTANCE OF 12.00 FEET; THENCE NORTHERLY, ON AN ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 22.10 FEET; THENCE WESTERLY, ON AN ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 12.00 FEET, TO A NORTHEAST CORNER SAID BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE AND ALONG THE NORTH FACE OF SAID BUILDING, A DISTANCE OF 29.10 FEET TO THE NORTHWEST CORNER OF SAID BUILDING; THENCE WESTERLY, ON AN ANGLE TO THE RIGHT OF 179°58'44", AND PARALLEL WITH THE NORTH LINE OF SAID LOT 17, A DISTANCE OF 24.99 FEET TO THE WEST LINE OF SAID BLOCK 12; THENCE SOUTHERLY, ALONG THE WEST LINE OF SAID BLOCK 12, A DISTANCE OF 11.29 FEET TO THE POINT OF BEGINNING.

LOT M:

A PARCEL OF LAND BEING A PART OF LOTS 15 AND 16, BLOCK 12, CHELTENHAM HEIGHTS, LOCATED IN THE SOUTHWEST ¼ OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 12; THENCE EASTERLY, ALONG THE SOUTH LINE OF SAID BLOCK 12, A DISTANCE OF 179.42 FEET, TO THE SOUTHEAST CORNER OF LOT 13, SAID BLOCK 12; THENCE NORTHERLY, ALONG THE EAST LINE OF LOTS 13, 14, 15 AND 16, OF SAID BLOCK 12, A DISTANCE OF 65.85 FEET TO THE POINT OF BEGINNING; THENCE WESTERLY, ON AN ANGLE TO THE RIGHT OF 90°04'49", A DISTANCE OF 19.94 FEET; THENCE NORTHERLY, ON AN ANGLE TO THE LEFT OF 90°23'13", A DISTANCE OF 35.47 FEET; THENCE EASTERLY, ON AN ANGLE TO THE LEFT OF 89°36'47", A DISTANCE OF 30.13 FEET TO A POINT ON THE EAST LINE OF SAID LOT 16; THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID LOTS 15 AND 16, A DISTANCE OF 35.47 FEET TO THE POINT OF BEGINNING.

LOT N:

A PARCEL OF LAND BEING A PART OF LOTS 13 AND 14, BLOCK 12, CHELTENHAM HEIGHTS, LOCATED IN THE SOUTHWEST ¼ OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 13; THENCE EASTERLY, ALONG THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 160.15 FEET, TO THE POINT OF BEGINNING; THENCE NORTHERLY, ON AN ANGLE TO THE RIGHT OF 90°00'54", A DISTANCE OF 19.76 FEET TO THE SOUTH FACE OF A MASONRY BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, AND THROUGH A COMMON PARTY WALL OF SAID BUILDING, A DISTANCE OF 29.10 FEET TO THE NORTH FACE OF SAID BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, A DISTANCE OF 12.00 FEET; THENCE EASTERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 11.90 FEET; THENCE SOUTHERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 12.00 FEET, TO A NORTHEAST CORNER OF SAID BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE AND ALONG THE EAST FACE OF SAID BUILDING, A DISTANCE OF 29.10 FEET TO THE SOUTHEAST CORNER OF SAID BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE, A DISTANCE OF 19.76 FEET TO THE SOUTH LINE OF SAID LOT 13; THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 11.90 FEET TO THE POINT OF BEGINNING.

LOT O:

A PARCEL OF LAND BEING A PART OF LOTS 13,14,15,16 AND 17, BLOCK 12, CHELTENHAM HEIGHTS, LOCATED IN THE SOUTHWEST ¼ OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 12; THENCE EASTERLY, ALONG THE SOUTH LINE OF SAID BLOCK 12, A DISTANCE OF 179.42 FEET, TO THE SOUTHEAST CORNER OF LOT 13, OF SAID BLOCK 12, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTHERLY, ALONG THE EAST LINE OF LOTS 13, 14, 15, AND 17, OF SAID BLOCK 12, A DISTANCE OF 65.85 FEET; THENCE WESTERLY, ON AN ANGLE TO THE RIGHT OF 90°04'49", A DISTANCE OF 29.94 FEET; THENCE NORTHERLY, ON AN ANGLE TO THE LEFT OF 90°23'13", A DISTANCE OF 35.47 FEET; THENCE EASTERLY, ON AN ANGLE TO THE LEFT OF 89°36'47", A DISTANCE OF 30.13 FEET TO A POINT ON THE EAST LINE OF SAID LOT 16; THENCE NORTHERLY, ALONG THE EAST LINE OF SAID LOTS 16 AND 17, A DISTANCE OF 49.69 FEET TO THE NORTHEAST CORNER OF SAID LOT 17; THENCE WESTERLY, ALONG THE NORTH LINE OF SAID LOT 17, A DISTANCE OF 179.46 FEET TO THE NORTHWEST CORNER OF SAID LOT 17; THENCE SOUTHERLY, ALONG THE WEST LINE OF SAID LOT 17, A DISTANCE OF 10.00 FEET; THENCE EASTERLY, ON AN ANGLE TO THE RIGHT OF 90°04'26", A DISTANCE OF 24.99 TO THE NORTHWEST CORNER A MASONRY BUILDING; THENCE EASTERLY, ON AN ANGLE TO THE RIGHT OF 180°01'16", AND ALONG THE NORTH FACE OF SAID BUILDING, A DISTANCE OF 29.10 FEET, TO A NORTHEAST CORNER OF SAID BUILDING; THENCE CONTINUING ALONG THE PREVIOUSLY STATED COURSE A DISTANCE OF 12.00 FEET; THENCE SOUTHERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 80.10 FEET; THENCE EASTERLY, ON AND ANGLE TO THE RIGHT OF 90°00'00", A DISTANCE OF 106.20 FEET; THENCE SOUTHERLY, ON AN ANGLE TO THE LEFT OF 90°00'00", A DISTANCE OF 12.00 FEET, TO A NORTHEAST CORNER OF SAID BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE AND ALONG THE EAST FACE OF SAID BUILDING, A DISTANCE OF 29.10 FEET TO THE SOUTHEAST CORNER OF SAID BUILDING; THENCE CONTINUING ON THE PREVIOUSLY STATED COURSE A DISTANCE OF 19.76 FEET TO A POINT ON THE SOUTH LINE OF SAID BLOCK 12; THENCE EASTERLY, ALONG THE SOUTH LINE OF SAID BLOCK 12, A DISTANCE OF 7.36 FEET TO THE POINT OF BEGINNING.

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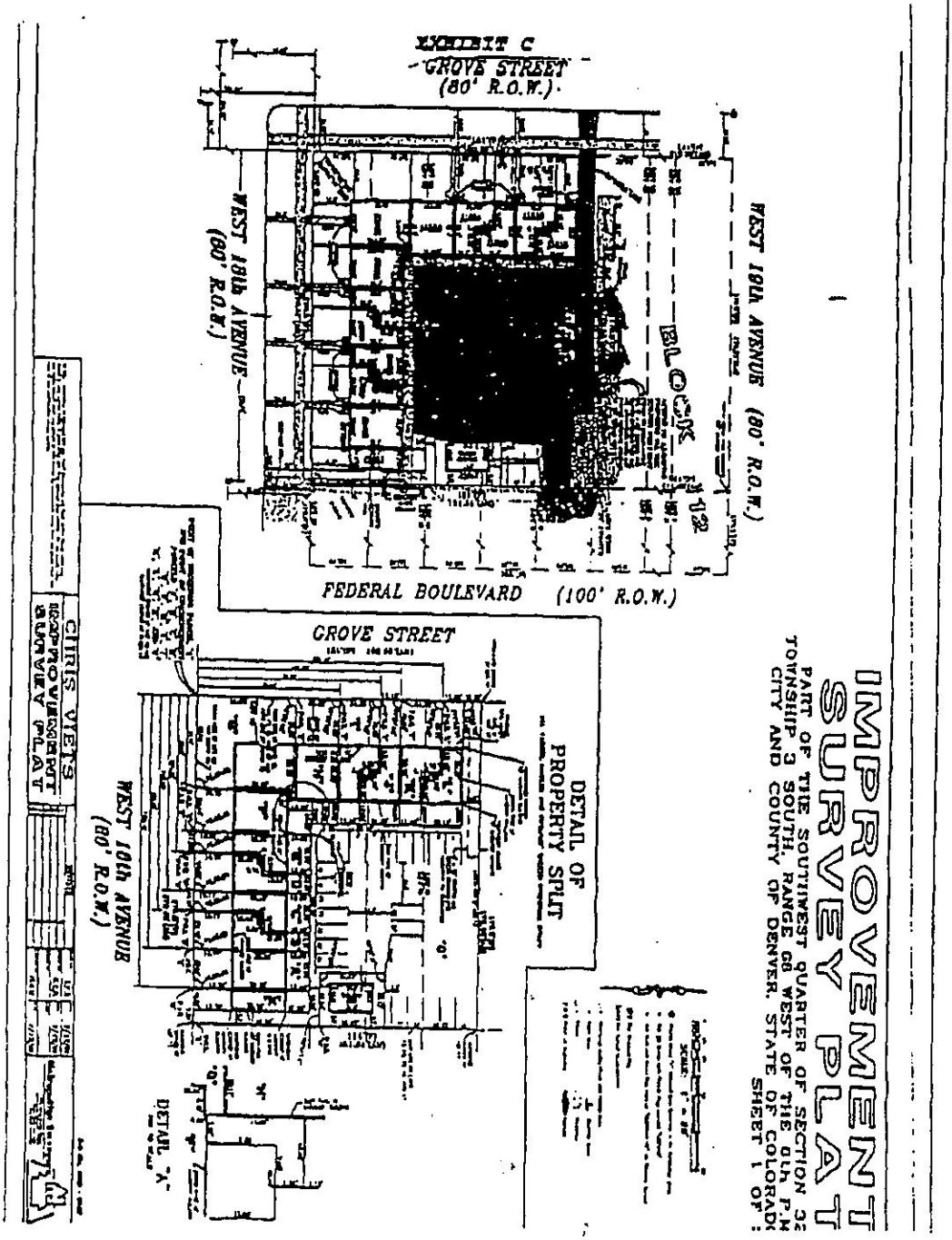

IMPROVEMENT SURVEY PLAT

PART OF THE SOUTHWEST QUARTER OF SECTION 32
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6th P.M.
CITY AND COUNTY OF DENVER, STATE OF COLORADO
SHEET 1 OF

EXHIBIT D

ASSIGNMENT OF PARKING SPACES

LOT	PARKING SPACE NUMBER(S)
Lot A (3055)	15 and 16
Lot B (3059)	14
Lot C (3061)	13
Lot D (3065)	12
Lot E (3073)	11
Lot F (3081)	9 and 10
Lot G (3089)	7 and 8
Lot H (1800)	5 and 6
Lot I (1804)	4
Lot J (1808)	3
Lot K (1810)	2
Lot L (1816)	1
Lot M (3049)	17

In accordance with the provisions of Paragraph 10.6, the exclusive right to assign the use of Parking Space Nos. 18, 19, 20 and 21 has been reserved by, and to, the Declarant.