

INDEX

TO

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR BEAKVIEW TOWNHOMES

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3/1
565722

RELEASE OF PLAT RESTRICTION

KNOW ALL MEN BY THESE PRESENTS, that the City of Westminster,
a Home Rule City, County of Adams, State of Colorado, for and in
consideration of Irrevocable Letter of Credit No. 1144, dated
March 18, 1985, issued by First National Bank of Westminster,

the receipt of which is hereby acknowledged, does hereby release
and forever discharge the "plat restriction" on the plat for

Hallinan Subdivision

recorded at File No. 16 Map No. 111 Reception No. 8509010
of the Records of the County Clerk and Recorder of Adams County,
State of Colorado.

DATED this 20th day of March, 1985.

CITY OF WESTMINSTER, COLORADO

By: John M. Hallinan

City Engineer

STATE OF COLORADO)
| ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this
21st day of March, 1985.

My Commission Expires: Jan 22, 1986

WITNESS MY HAND AND OFFICIAL
Seal
MICHAELE HALLINAN
NOTARY PUBLIC
303-467-6626
Westminster Co 80030

8565722

TY OF ADAMS, STATE OF COLORADO

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that Hallinan Investments, Co., a Colorado Company, being the owner of the property of Block 1, Harris Park Subdivision, City of Westminster, County of Adams, State of Colorado, more particularly described as follows:

Commencing at the NW corner of Block 1, Harris Park Subdivision; thence East along the North line of said Block 1, also being the South right-of-way line of Bush Ave. 75.00 feet to the Point of Beginning; thence Southerly parallel to the South-right-of-way line of Meade Street, 125.00 feet; thence Westerly parallel to said North line 25.00 feet to said East line; thence Southwesterly along said East line 115.00 feet; thence Easterly parallel to said North line 175.00 feet; thence Northerly parallel to said East line, 240.00 feet to said North line; thence Westerly along said North line, 100.00 feet to the Point of Beginning, containing 0.75 Acres more or less.

Have laid out, platted and subdivided the same into lots and blocks as shown, under the name and style of HALLINAN SUBDIVISION and does by these presents grant and convey to the City of Westminster, the easements as shown, for the purposes of permitting the installation, operation, and maintenance of any and all public utilities, including but not limited to storm and sanitary sewer, natural gas, water lines, telephone and electric lines, cable, television cables, conduits and poles together with all necessary and convenient appurtenances thereto. The owners and/or lessees to the City of Westminster all of their rights to contributory water underlying this site.

PLAT RESTRICTION

No lot or lots shall be sold, conveyed or transferred from this subdivision until all required improvements have been completed and accepted by the City of Westminster. Prior to the completion of any and all required improvements, the owner/developer may furnish the City good and sufficient security upon approval by the City such security would remove the "special plat restriction."

Executed this _____ day of _____, 1984.

OWNER: Hallinan Investments Co., a Colorado Company

by: Cecilia Hallinan

STATE OF COLORADO:)

) S.S.

COUNTY OF ADAMS:)

MUNICIPALITY:

The foregoing instrument was acknowledged before me this _____ day of Aug., 1984 A.D., by Cecilia Hallinan, of Hallinan Investment Co., a Colorado Company.

Witness my hand and official seal:

D. J. L. Notary Public

My Commission expires:

Dec. 15, 1984

Notary Public

Carroll, Carroll, Inc.

Address:

ATTORNEYS CERTIFICATE

I, John C. Hallinan, an attorney admitted to practice in the State of Colorado, hereby certify that the entity dedicating the easements and public ways shown on this plot is the owner thereof in fee simple, free and clear of all encumbrances.

Offices of Hallinan, Inc. No. 206
Attest: J. C. Hallinan
Date: Aug. 15, 1984

SURVEYORS CERTIFICATE

I, William Christopher, a Registered Land Surveyor in the State of Colorado, hereby certify that the above described property was surveyed under my direct supervision and to the best of my professional knowledge, belief and opinion, this plot is a true and accurate representation of said survey.

W. Christopher No. 10003
Registered Land Surveyor
Date: Aug. 15, 1984

APPROVALS

Approved by the City Manager of the City of Westminster this 7th day of Aug., 1984.

Robert J. Miller
City Manager

William Christopher
City Manager

RECORDING OF PLAT

I hereby certify that this instrument was filed for record in my office on the 11th day of Aug., 1984, A.D., at 10:00 AM in book No. Reception No. B509010.

William Miller
Gloss and Recorder

Fay Schlegel
Deputy

PROJECT

MAP

565722

RELEASE OF PLAT RESTRICTION

2986 w/470

KNOW ALL MEN BY THESE PRESENTS, that the City of Westminster
a Home Rule City, County of Adams, State of Colorado, for and in
consideration of Irrevocable Letter of Credit No. 1144, dated
March 18, 1985, issued by First National Bank of Westminster

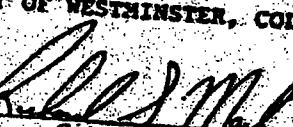
the receipt of which is hereby acknowledged, does hereby release
and forever discharge the "plat restriction" on the plat for

Hallinan Subdivision

recorded at File No. 16 Map No. III Reception No. 8509010
of the Records of the County Clerk and Recorder of Adams County,
State of Colorado.

DATED this 20th day of March, 1985.

CITY OF WESTMINSTER, COLORADO


By: John D. Miller
City Engineer

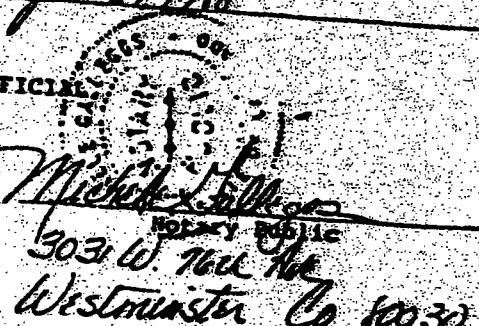
STATE OF COLORADO]
COUNTY OF ADAMS] ss.

The foregoing instrument was acknowledged before me this
21st day of March, 1985.

My Commission Expires: Jan 29 1986

RECEIVED
MAY 2 1985
ADAMS COUNTY CLERK'S OFFICE
WESTMINSTER, COLORADO
RECEIVED
MAY 2 1985
ADAMS COUNTY CLERK'S OFFICE
WESTMINSTER, COLORADO

WITNESS MY HAND AND OFFICING:


Notary Public
303 W. 7th Ave
Westminster Co 80030

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2027 m 894

By: Loretta Hallinan
Loretta Hallinan, General Partner

By: Sylvia Hallinan
Sylvia Hallinan, General Partner

STATE OF COLORADO } ss:
COUNTY OF ADAMS }

On this 3rd day of July, 1985, before me the undersigned, a Notary Public in and for said State, personally appeared Richard Hallinan, General Partner of Hallinan Investment Company, a Colorado General Partnership, and executed the within instrument and acknowledged to me that he executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the aforesaid County and State on the date and year above written.

Delicia C. Sims
Notary Public

My Commission Expires:
July 31, 1985

My Address Is: 8739 Johnson St.
Auraria Co. 80005

STATE OF COLORADO } ss:
COUNTY OF ADAMS }

On this 3rd day of July, 1985, before me the undersigned, a Notary Public in and for the State, personally appeared Cecil Hallinan, General Partner of Hallinan Investment Company, a Colorado General Partnership, and executed the within instrument and acknowledged to me that he executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official in the aforesaid County and State on the date and year above written.

Delicia C. Sims
Notary Public

My Commission Expires:
July 31, 1985

My Address Is: 8739 Johnson St.
Auraria Co. 80005

CITY OF WESTMINSTER, COUNTY

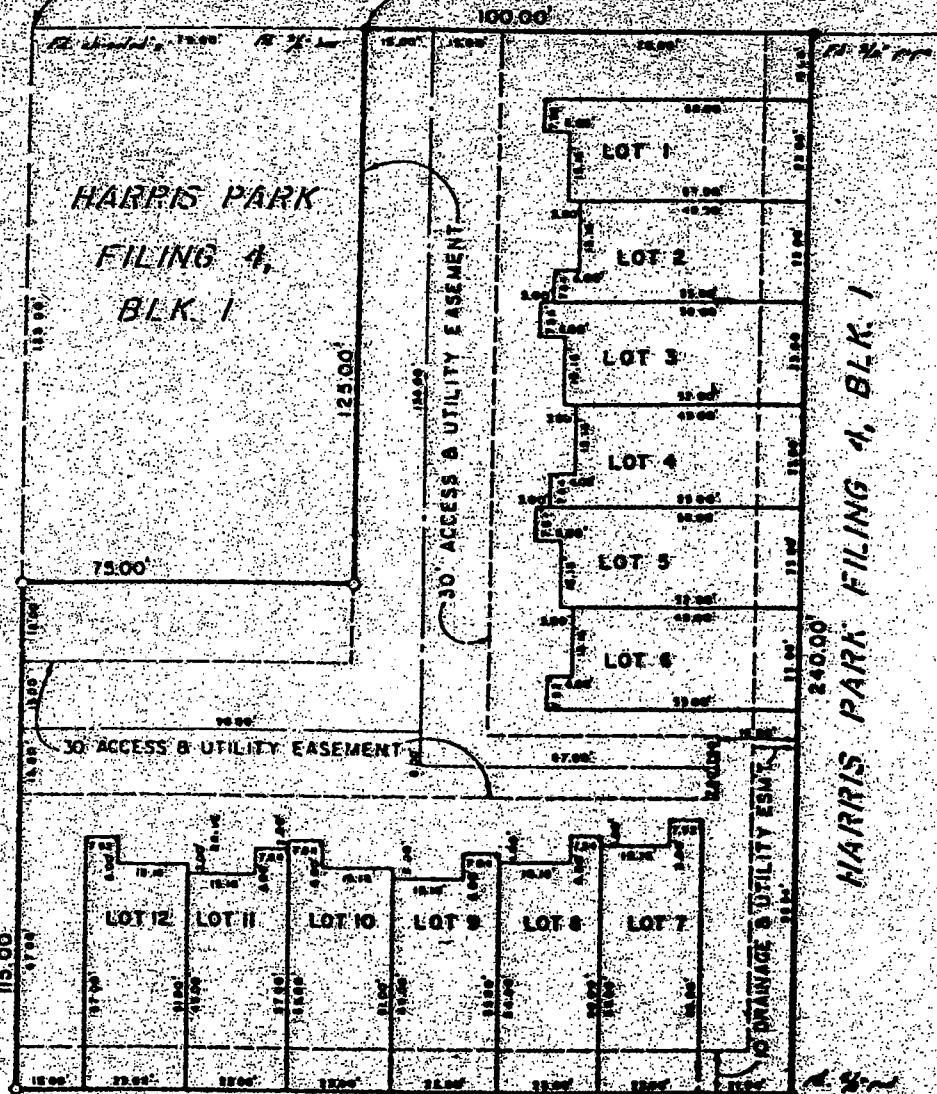
OBSERVATORY HEIGHTS SUBDIVISION

WEST 80TH AVE 60'

NW COR. BLOCK I
HARRIS PARK SUBDIVISIONPOINT OF BEGINNING
100.00'

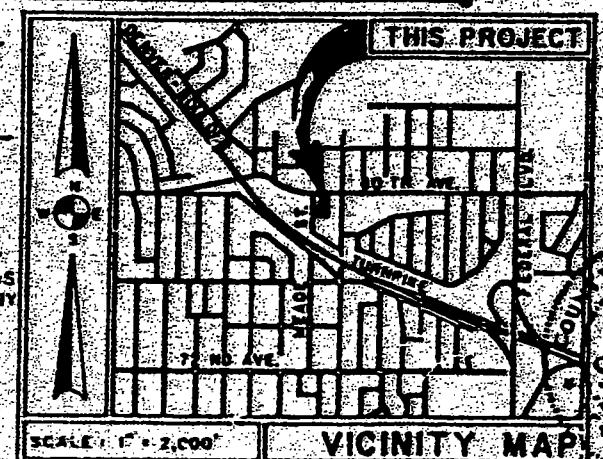
SCALE 1" = 30'

HARRIS PARK FILING 4, BLK 1

HARRIS PARK
FILING 4,
BLOCK 1

GENERAL NOTES:

1. O INDICATES PIN/CAP STAMPED L.S. NO. 14640.
2. THERE ARE 12 RESIDENTIAL LOTS IN HARRIS PARK SUBDIVISION.
3. DATE OF SURVEY MAY, 1984.
4. NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN SIX YEARS AFTER SUCH DEFECT IS FIRST DISCOVERED. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
5. ALL AREAS NOT ENCOMPASSED BY A LOT SHALL BE MAINTAINED BY THE SUBDIVIDER UNTIL ACCEPTED FOR MAINTENANCE BY THE HOMEOWNERS ASSOCIATION.



SCALE 1" = 2,000'

VICINITY MAP

LTC 3027 NO 867

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PEAKVIEW TOWNHOMES

THIS DECLARATION made on the date hereafter set forth by HALLINAH INVESTMENT COMPANY, a Colorado General Partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of real property in the City of Westminster, County of Adams, State of Colorado, which is more particularly described on attached Exhibit A, which is incorporated herein by reference; and

WHEREAS, Declarant desires to establish a plan for the ownership in fee simple of townhomes on the properties described above.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following covenants, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. Association. Shall mean and refer to Peakview Townhome Homeowners Association, a Colorado non-profit corporation, its successors and assigns.

Section 2. By-Laws. Shall mean the by-Laws of the Peakview Townhome Homeowners Association.

Section 3. Building. Shall mean a building containing townhome units as shown on the recorded subdivision plat.

Section 4. Common Areas. Shall mean all real property, including the improvements thereto, owned by the Association for the common use and enjoyment of the Owners. The Common Areas to

be owned by the Association at the time of the conveyance of the first lot is described as follows. See attached Exhibit B.

Section 5. Declarant. Shall mean Hallinan Investment Company, a Colorado general partnership, its successors and assigns, if such successors or assigns should acquire more than one (1) undeveloped unit from the Declarant for purposes of development.

Section 6. Lot. Shall mean any plot of land together with the improvements constructed thereon shown upon any recorded subdivision plat of the properties with the exception of the Common Area.

Section 7. Member. Shall mean every person or entity who holds membership in the association.

Section 8. Mortgage. Shall mean any mortgage, deed of trust, or other document pledging a lot or interest therein as security for the payment of a debt or obligation. Mortgage shall also mean any executory land sales contract wherein the Administrator of Veterans Affairs, an Officer of the United States of America, is identified as the seller whether such contract is recorded or not and whether such contract is owned by the said Administrator or has been assigned by the said Administrator and is owned by the Administrator's assignee or by a remote assignee and whether or not the land records in the office of the Clerk and Recorder of the County of Adams, State of Colorado shows said Administrator as having the record title to the lot.

Section 9. Mortgagor. Shall mean any person, corporation, partnership, trust, company, association or other legal entity named as a mortgagor or beneficiary under any mortgage under which the interest of any owner is encumbered or any successor to the interest of any such person under such mortgage.

Section 10. Owner. Shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interests merely as security for the performance of any obligation.

100-3127-1 rev D

Section II. Properties. Shall mean that certain real property herein above described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II

DIVISION OF PROPERTY INTO TOWNHOMES

The real property set forth in Exhibit A hereto, including the improvements thereon, but excluding the real property described as Common Area as set forth in Exhibit B hereto, is hereby divided into twelve (12) separate fee simple estates consisting of separately designated lots and a non-exclusive easement to use the Common Area. The Common Area as set forth in Exhibit B hereto shall be owned by the Association at the time of the conveyance of the first lot.

ARTICLE III

PROPERTY RIGHTS

Section I. Owners Easements of Enjoyment. Every owner shall have a right and easement of enjoyment and ingress and egress in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable fees for the use of the Common Area.

(b) the right of the Association to suspend the voting rights and right to use of the Common Area and recreational facilities thereon, if any, by an owner for any period during which any assessment against his lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members and two-thirds (2/3) of all

parties being first mortgagees of lots within the property has been recorded. In calculating the vote of the mortgagees, a mortgagee shall be given one (1) vote for each lot upon which it has a first mortgage. Prior to June 1, 1990, the developer reserves the right to grant easement and rights of way within the Common Areas for purposes of construction, access, and installation of utility lines or rights of way serving the project.

Section 2. Ingress and Egress Easements. Every owner shall have to the extent necessary for purposes of ingress and egress to his lot, an easement over and through the Common Area and any conveyance or encumbrance of said Common Area must be subject to said easement.

ARTICLE IV

NON-PARTITIONABILITY

Each lot and its appurtenances, rights, and burdens shall comprise one (1) townhome which may be conveyed, leased, devised, or encumbered only as a townhome. The Common Area shall be owned by the Association. By the acceptance of a deed or other instrument of conveyance or assignment, each owner of a lot specifically waives any right to maintain a partition action or any other action designed to cause a division of the Common Area. Each owner specifically agrees not to institute any action for partition and agrees that a violation of this provision shall entitle the Association to collect jointly and severally from the parties violating the same the actual attorneys fees, costs, interest and other damages the Association incurs in connection with such action.

ARTICLE V

TAXATION

Declarant shall give written notice to the Assessor of Adams County of the creation of townhome ownership of this property as is provided by law so that each townhome shall be deemed a separate parcel and subject to separate assessment and taxation.

ARTICLE VI

EX-3027 sub 871

USE AND OCCUPANCY

Section 1. The townhomes shall be used and occupied by the owner, the owner's family, and his guests or tenants as a residence and for residential purposes. Notwithstanding the above, the Association may use any townhome which it owns or leases as a business office or a residence for any on-site resident manager, sales representative, or custodian.

Section 2. The owner of a townhome lot may lease it under the following conditions:

1. All leases shall be submitted to the Association ten (10) business days prior to the effective date thereof;

2. All leases shall provide that the terms of the lease and the lessee's occupancy of the townhome shall be subject in all respects to the provisions of this Declaration and to the provisions of the Articles of Incorporation and By-Laws of the Association and that any failure by the lessee to comply therewith shall be a default under the lease.

3. Except for a first mortgagee in possession of a townhome, following a default under its mortgage or in connection with foreclosure proceedings or any deed or other arrangement in lieu of foreclosure proceedings by such first mortgagee, no owner may lease his townhome for transient or hotel purposes and no lease may be for a term of less than thirty (30) days.

ARTICLE VII

USE OF THE COMMON AREA

Each owner shall be entitled to exclusive ownership and possession of his lot and the right of ingress and egress to such lot from a public way. Each owner shall have a non-exclusive easement upon, across, over, in and under the Common Area in accordance with the purpose for which it is intended without hindering or encroaching upon the lawful rights of the other owners. The Association may adopt rules and regulations governing the use of the Common Area but such rules and regulations shall be uniform and non-discriminatory. Each owner

by the acceptance of his deed or other instrument of conveyance or assignment agrees to be bound by the existing and thereafter adopted rules and regulations. The Association shall be empowered to adopt rules and regulations governing parking, provided that any such rules and regulations shall be uniform and non-discriminatory. Any owner may delegate his right to use the Common Area to the members of his family, his tenants, his guests, or contract purchasers who reside in his townhome.

ARTICLE VIII

EASEMENTS

Section 1. Recorded Easements. In addition to all easements and rights of way of record at or before the recording of this Declaration, the real property, and all portions thereof, shall be subject to the easements as shown on any recorded plan of the real property, or any portion thereof. The recording data for recorded easements and licensing appurtenant thereto, or included in, the real property are set out in Exhibit "C" attached hereto and incorporated herein by reference.

Section 2. Encroachments. In the event that any portion of the Common Area encroaches upon any lot or lots; or in the event that any portion of a lot encroaches upon any other lot or lots or upon any portion of a Common Area or in the event any encroachment shall occur in the future as a result of settling of a building or alteration or repair to the Common Area or repair or restoration of one or more buildings, or after damage by fire or other casualty or condemnation or eminent domain proceedings, a valid easement shall exist for the encroachment and for the maintenance of the same so long as the building or buildings stand or encroachment exists. In the event that any one or more of the lots or buildings or other improvements comprising part of the Common Area are partially or totally destroyed and are subsequently rebuilt or reconstructed in substantially the same location, and as a result of such rebuilding any portion thereof shall encroach as provided in the preceding sentence, a valid easement for such encroachment shall then exist. Such

encroachments and easements shall not be considered or deemed to be encumbrances either on the Common Area or on the lots for purposes of marketability of title or other purposes. In interpreting any and all provisions of the Declaration subsequent deeds to and/or mortgages relating to the lots shall be deemed conclusively to be the property intended to be conveyed, reserved, or encumbered, notwithstanding any minor deviations either horizontally, vertically, or laterally from the location of each townhome located on the lots.

Section 3. Maintenance Easement. An easement is hereby granted to the Association, its officers, agents, employees, and assigns, upon, across, over, in and under the Common Areas and Lots as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration, including the right to construct and maintain on the Common Areas maintenance and storage facilities for the use of the Association. Further, the Association is hereby granted the right to create easements, upon, across, over and under the Common Areas and lots for drainage or for the installation, repair, replacement, or maintenance of all utilities including, but not limited to water, sprinkler system, sewer, gas, telephone, electricity, and master television antenna system, if any.

The Association shall have the irrevocable right, to be exercised by the Association Board of Directors, Officers, Managing Agent, or their agents or employees, to have access to each townhome from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of utilities therein, or which are accessible therefrom; provided, however, that such right of access shall be immediate for making emergency repairs therein in order to prevent damage to the Common Area or to another townhome.

Section 4. Emergency Easement. An easement for ingress and egress is hereby granted to all police, sheriff, fire protection, animal control, ambulance and other similar emergency agencies

or persons to enter upon the Common Area in the performance of their duties.

ARTICLE IX

DETERMINATION OF MECHANICS

LIEN RIGHTS AND INDENTIFICATION

No labor performed or materials furnished and incorporated on a lot with the consent of or at the request of the lot owner, his agent, his contractor or subcontractor shall be the basis for filing a lien against the lot of any other owner not expressly consenting to or requesting the same or against the Common Area. Each owner shall indemnify and hold harmless each of the other owners from and against all liability arising from the claim of any lien against the lot of any other owner or against the Common Area for construction performed or for labor, materials, services, or other products incorporated on the owner's lot at such owner's request. The provisions herein contained are subject to the rights of the Association as set forth in this Declaration.

ARTICLE X

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership. ~~Class A members shall be all owners with the exception of the Declarant and shall be entitled to one (1) vote for each lot owned.~~ ~~If more than one person holds an interest in any lot, such persons shall be members.~~ The vote for such lot shall be exercised as they determine but in no event shall more than one (1) vote be cast with respect to any lot. Class B members shall be the Declarant. The Class B members shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and become converted to Class A membership no later than the earlier of:

- a) Four (4) months after 75% of the lots in the project have been conveyed to lot purchasers; or
 b) Three (3) years after the first lot is conveyed.

Section 3. The Association shall be granted all of the powers necessary to govern, manage, maintain, repair, administer, and regulate the townhome and the Common Area and to perform all of the duties required of it. Notwithstanding the above unless all of the the first mortgagees of the lots (based upon one (1) vote for each first mortgage owned or held) have given their prior written approval, the Association shall not be empowered nor entitled to: (a) by act or omission seek to abandon or terminate the townhome project; (b) change the pro rata interest or obligations of any individual lot owner for any purpose not stated in this declaration including, but not limited to, levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; (c) partition or subdivide any lot; (d) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area except that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this clause; (e) use hazard insurance proceeds for losses to any lot or Common Area for other than the repair, replacement or reconstruction of same except as provided by law in case of substantial loss to the lots and/or Common Area.

ARTICLE XI

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation Assessments. The Declarant for each lot owned within the properties hereby covenants and each owner of any lot by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges, and (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The

annual and special assessments together with interest, costs, late charges and reasonable attorneys fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, late charges and reasonable attorneys fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The lien for any accrued but unpaid assessment prior to a transfer of title shall be a lien on the lot and such lien shall not be extinguished by any conveyance except for a conveyance as a result of a foreclosure sale or deed in lieu of foreclosure by a first mortgagee.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents on the lots and for the improvement and maintenance of the Common Area and of the buildings situated upon the lots. In addition, with the consent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting called for this purpose, and provided the Association chooses to install improvements within the Common Area or to assume responsibility for the maintenance of any part of the individual townhome improvements including specifically the exterior of such units, the Association may elect to establish an adequate reserve fund for the maintenance, repair, and replacement of those parts of the Common Area or common property which will require periodic replacement and for those portions, if any, of townhome improvements which the Association chooses to accept the responsibility of maintaining.

Section 3. Maximum Annual Assessment. Until January first (1st) of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be \$900.00 or \$75.00 per month per lot. From and after January

1964-1965

first of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than six percent (6%) above the maximum assessment for the previous year without a vote of the membership. From and after January first of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above six percent (6%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum. All lots shall be subject to the assessment as of the recording of a plat relative to them or the annexation of land including said lots as real estate subject to this Declaration of Covenants. Any charges in effect for less than a full year shall be prorated being the annual assessment amount multiplied by a fraction of days out of a year for which the amount is effective divided by 365. The Board of Directors may, at its option, elect to collect the annual assessment in equal monthly payments due on the first day of each month. In no event, however, shall assessments be collected less frequently than quarterly.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of paying in whole or in part the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area or the exterior of any building including fixtures and personal property related thereto provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for that purpose. Special assessments for capital improvements, so long as the Declarant owns more than twenty-five percent (25%) of the lots, will also require the written consent of Declarant, and of the Veterans Administration or the Federal Housing Authority.

Section 5. Notice, Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of all classes of membership combined and counted as the unit shall constitute a quorum. If the required quorum is not present, another meeting may be called without notice other than announcement at the meeting and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the first lot to an owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand by a lot owner or mortgagee, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid and whether or not there has been a default of any other kind respecting the lot in question. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may

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establish a late charge in addition to this interest penalty.

The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. In the event the Association finds it necessary to litigate to collect any assessment in addition to the assessment amount and interest thereon, the Association shall be entitled to collect all of its court costs, filing fees, late charges, reasonable witness fees and its attorneys fees. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be superior to all other liens and encumbrances except (1) real estate taxes and special assessment liens in favor of any public or quasi-public assessing entity; (2) the lien of any loan evidenced by a first mortgage of record (including deed of trust); or (3) to any executory land sales contract wherein the Administrator of Veteran Affairs (Veterans Administration) is seller, whether such contract is owned by the Veterans Administration or its assigns and whether such contract is recorded or not. Sale or transfer of any lot shall not effect the lien for said assessment charges except that sale or transfer of any lot pursuant to foreclosure of any such mortgage or any proceeding in lieu thereof, including a deed in lieu of foreclosure, shall extinguish the lien of assessment charges which became due prior to the time such first mortgagee acquired title to such lot. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure nor cancellation or forfeiture of any such executory land sales contract shall relieve any lot from liability for any assessment charges thereafter becoming due, nor from the lien thereof, except as set forth above.

Section 9. Homestead. The lien of the Association assessment shall be superior to any homestead exemption as is now or may hereafter be provided by Colorado law or Federal law. The acceptance of a deed to any lot subject to this Declaration shall

constitute a waiver of the homestead exemption as against said assessment lien.

Section 10. First Mortgagor's Additional Rights. A. First mortgagors of lots may jointly or singly pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such Common Area or for the townhome buildings and the first mortgagors making such payments shall be owed immediate reimbursement therefore from the Penkville Townhome Homeowners Association. B. Notwithstanding any other provisions of this Declaration of Covenants, or any other document placed of record, no agreement of a lot owner shall, or may, create a right entitling any party other than a first mortgagor to receive a distribution of casualty insurance proceeds or of a condemnation award for any lot respecting the damage to or taking of any part of the Common Area of the Penkville Townhome project.

ARTICLE XIII

ASSESSMENT RESERVES AND WORKING CAPITAL ACCOUNT

The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area or other areas it is obligated to maintain. The fund should be maintained out of regular assessments for common expenses. Each owner other than the declarant shall be required to deposit at the time of initial purchase a sum equal to two (2) times the amount of the current estimated monthly common expense assessments, which sum shall be used by the Board of Directors as a reserve for paying for the initial months of the Project's operation. Such advance payment shall not relieve an owner from making the regular monthly common expense assessment as it comes due. Upon the sale of his lot, an owner shall be entitled to a credit from his grantees for such payment. Failure to so maintain said fund shall constitute a default on behalf of an Owner and the Association shall be

entitled to proceed under the remedies granted to it in Article XVI.

ARTICLE XIII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected, or maintained upon the property nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. If any lot owner violates this provision, the Association may enforce this provision as follows by (a) bringing an action at law for such damages as may be provable; (b) bringing an action for injunctive relief which when and if appropriate, may (1) require the lot owner to perform per this paragraph; (2) require removal of any alteration or improvement constructed in violation of this paragraph; (3) require the alteration of the proposed improvement to bring it into conformity with the Architectural Control Committee's direction; (4) allow the Association a right of entry to perform in the stead of the violating lot owner if the lot owner fails within a reasonable time to perform as directed and allow the Association to recover as damages the cost of so doing; and (5) allow the Association the recovery of all its court costs, filing fees, reasonable witness and attorney fees in any action to enforce this provision.

ARTICLE XIV

EXTERIOR MAINTENANCE

Section 1. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

Section 2. In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests, or invitees of the owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

ARTICLE XIV

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party wall and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with the Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, such party shall choose one (1) additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE XVI

COMPLIANCE WITH PROVISIONS OF THE DECLARATION, ARTICLES OF INCORPORATION AND BY-LAWS OF THE ASSOCIATION

Each owner and the Association shall comply strictly with the provisions of the Declaration, the Articles of Incorporation, and By-Laws of the Association, and the decisions, resolutions, rules and regulations of the Association adopted pursuant thereto as the same may be lawfully made and amended and/or modified from time to time. Failure to comply with any of the same shall be grounds for an action at law or in equity to recover sums due, for damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in connection therewith, which action shall be maintainable by the Association's Board of Managers in the name of the Association on behalf of the owners, or, in a proper case, by an aggrieved owner. Further, the Association shall have the right to suspend the voting rights and right to use the recreational facilities, if any, situated on the Common Area by an owner for any period during which any common expense assessment against his lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

ARTICLE XVIICONDEMNATION

Section 1. Condemnation of Common Area. In the event of a proceeding in condemnation or partial condemnation of the Common Area by any governmental authority authorized so do to, the proceeds from such condemnation attributable to the Common Area shall be distributed to the Association for repair of the Common Area after condemnation and the balance remaining shall be distributed to all owners in the same proportion as the annual and special assessments are assessed in accordance with Article XI hereof, subject to the provisions of Section 3 below.

Section 2. Condemnation of Units. If a lot and improvements thereon are condemned, then the proceeds of any such condemnation shall be distributed as agreed to by each owner of such lot and improvements thereon and the entity performing the condemnation, subject however, to the provisions of Section 3 below.

Section 3. Lien Holders. When a condemnation occurs, either to the Common Areas or to a lot or improvements thereon, and such lot is subject to an encumbrance, the proceeds payable thereunder shall be distributed by checks made jointly payable to owners and their respective first mortgagees. No owner or other parties shall be entitled to priority over first mortgagees with respect to first distribution.

ARTICLE XVIIIDEDICATION OF COMMON AREAS

Section 1. Hallinan Investment Company (Declarant), in recording the plat of Hallinan Subdivision as described on Exhibit A, has designated certain areas of land which are Common Areas and are more fully described on Exhibit B, intended for use by the owners of lots in the Subdivision as described on Exhibit A.

The designated areas are not dedicated hereby for use by the general public but are dedicated to the common use and enjoyment of the homeowners in Hallinan Subdivision as described on Exhibit

As more fully provided in this Declaration of Covenants,
Conditions and Restrictions.

This Declaration of Covenants Conditions and Restrictions
is hereby incorporated and made a part of the plat.

Section 2. The fee title to any lot described as bounded by
any street, lane, walkway, park, play ground, lake, pond, pool or
any other common property which has not been dedicated or
accepted by the public and the fee title to any lot shown on the
recorded plat of Hellinan Subdivision as described on Exhibit A
as abutting upon any such common property shall not extend upon
such common property and the fee title to such common property is
reserved to the grantor to be conveyed to the Peakview Townhome
Homeowners Association for the common enjoyment of all of the
residents in the Peakview Townhomes.

ARTICLE XIX

INSURANCE

Section 1. Insurance Requirements Generally. The Board of
Directors shall obtain and maintain in full force and effect at
all times certain property, casualty, liability and other
insurance as hereinafter provided. All such insurance shall be
obtained to the extent possible from responsible companies duly
authorized and licensed to do business in the State of Colorado
and having a BEST'S Insurance Reporting rating of Class X-B or
higher.

To the extent possible, the casualty, property and liability
insurance shall (a) provide for a waiver of subrogation by the
insurer as to claims against the Association, its directors,
officers, employees, agents, and members; (b) provide that the
insurance cannot be cancelled, invalidated, or suspended on the
account of the conduct of the Association, its officers,
directors, employees and agents; and (c) provide that the policy
of insurance shall not be terminated, cancelled, or substantially
modified by either the insured or the insurance company without
at least thirty (30) days prior written notice being given to the
Association and to each affected dwelling unit owner and each
affected first mortgagee. The Board of Directors shall not

obtain any policy where (a) under the terms of the insurance company's charter, by-laws or policy, contributions or assessments may be made against the mortgagor or mortgagee's designee, or (b) by the terms of Litterer's charter, by-laws or policy, loss payments are contingent upon action by the company's Board of Directors, policy holders or members; or (c) the policy includes any limiting clauses (other than insurance conditions) which could prevent others or mortgagees or the mortgagor from collecting insurance proceeds.

Any insurance policy may contain such deductible provisions as the Association deems consistent with good business practice and which shall be consistent with the requirements of the Federal Home Loan Mortgage Corporation. Any loss falling within the deductible portion of a policy shall be borne by the party suffering the loss.

The insurance purchased in accordance with Sections 2 and 3 of this Article shall be Inflation "verage Insurance and shall contain an "Agreed Amount Endorsement" if such insurance is available. Such insurance shall at all times represent one hundred percent (100%) of the replacement value based on the most recent appraisal of (a) each building, if the Association is providing such insurance, and (b) all insurable improvements in the Common Areas. The replacement value shall not include values for land, foundation, excavation and other items normally excluded therefrom and shall be without deduction for depreciation and shall contain no provision for Co-insurance. The Board of Directors shall review at least annually all of its insurance policies in order to insure that the coverages contained in the policies are sufficient. The Board of Directors shall also, at least every two (2) years, obtain an appraisal for insurance purposes, which shall be maintained in a permanent record showing that the insurance represents one hundred percent (100%) of the replacement value as defined above and for the buildings located upon the properties, if such insurance is being provided, and all insurable improvements in the Common Areas.

A. Coverage: If there are insurable improvements located in the Common Areas, the Board of Directors shall obtain and maintain at all times insurance coverage providing all risk coverage or the nearest equivalent available for the full replacement cost of such insurable improvements and any personal property owned by the Association used in conjunction therewith.

B. Rebuilding of Damaged Common Areas: Any portion of the Common Areas damaged or destroyed shall be repaired or replaced promptly by the Board of Directors unless a "Declaration Not to Rebuild" signed by members holding seventy-five percent (75%) or more of the total votes hereunder and by one hundred percent (100%) of the first mortgagees is recorded within one hundred (100) days of the date of damage or destruction indicating their intention not to rebuild in the office of the County Clerk and Recorder, Adams County, Colorado.

The cost of repair or replacement of the Common Areas in excess of insurance proceeds received and reserves shall be assessed as an individual assessment in accordance with Article XII, Section 1, hereof and not as a special assessment and such assessment shall be exempt from any special voting requirements of the membership.

If the entire damaged Common Area is not repaired or replaced, (a) the insurance proceeds shall be used to restore the damaged Common Areas to a condition compatible with the remainder of the Common Areas and (b) the remainder of the proceeds shall be distributed to all owners in the same proportion as annual assessments for common expenses are assessed. Proceeds hereunder shall be paid to the owners and their respective first mortgagees by checks made jointly payable to owners and their respective first mortgagees. No owner or other party shall be entitled to priority over first mortgagee with respect to any such distribution.

Section 3. Property and Casualty Insurance; Dwelling Units.

A. Coverage: The Board of Directors may elect to obtain and continue in effect on behalf of all owners of dwelling

units a Blanket Property and Casualty Insurance Policy for each building within the properties. Such insurance shall be in the amount of full replacement value as defined in Section I above without deduction for depreciation and with no provision for co-insurance to include all fixtures, installations, or additions comprising a part of an individual dwelling unit within the unfinished interior surfaces of the perimeter walls, floors and ceiling of the dwelling unit initially installed or replacements thereof, in accordance with the original plans and specifications, or installed by or at the expense of the dwelling unit owner.

B. Requirements: The insurance shall be carried in blanket policy form naming the Association as the owner and beneficiary thereof as trustee for the owners of dwelling units within a building, shall identify each dwelling unit owner and the address of his dwelling unit and shall provide a standard noncontributory mortgage clause in favor of each mortgagee. The Association shall furnish a certified copy of such blanket policy and a certificate identifying each party's interest to any party in interest at its request.

Title to each lot within the properties is declared and expressly made subject to the terms and conditions hereof and acceptance by the grantees of a deed or other instrument of conveyance from the Declarant or from any owner shall constitute appointment of the attorney in fact herein provided. All of the owners of such dwelling units located upon the properties constitute and appoint the Association their true and lawful attorney in their name, place and stead for the purpose of dealing with their lots upon their damage or destruction as is hereinafter provided. As attorney in fact, the Board of Directors of this Association shall have full and complete authorization, power and right to make, execute and deliver any contract or any other instrument with respect to the interest of such lot which is necessary and appropriate to exercise the powers herein granted. Repair and reconstruction of the dwelling units shall be done in accordance with paragraph C below.

Such appointment of the Association as the attorney in fact for all owners may be revoked and a new attorney in fact appointed by an amendment to this Declaration.

C. Refurbishing of Damaged Dwelling Units: In the event of damage to or destruction of a dwelling unit by fire or any other casualty for which the Association is carrying insurance in accordance with the above, the Board of Directors shall within a reasonable time, repair or rebuild the same in a workmanlike manner with materials comparable to those used in the original structure and conformity in all respects with the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. The dwelling unit when rebuilt or repaired shall be substantially similar to the architectural design of the original dwelling unit and the surrounding dwelling units which are not so damaged or destroyed. Neither the owner nor the Board of Directors shall be relieved of this obligation to repair or rebuild by the fact that proceeds received from the insurer to repair or rebuild are not sufficient to cover the cost thereof. If the proceeds received from the insurer by the Association are insufficient, it shall be the duty of the affected owner to pay to the Association any deficiency required to accomplish the rebuilding or repair. Upon the failure of such owner to provide such funds within thirty (30) days after demand by the Association therefore, the Board of Directors shall cause the repair or rebuilding as provided and the amount of the deficiency shall be chargeable to such owner by individual assessment in accordance with Article XII hereof, such lien to have the same priority as that provided for in Article XII.

In the event one hundred percent (100%) of the lot owners and first mortgagees based on one (1) vote for each mortgage owned decide not to rebuild, then the insurance proceeds shall be distributed by checks made jointly payable to the owner and their respective first mortgagees.

Section 4. Public Liability and Property Damage Insurance. The Board of Directors shall obtain and maintain comprehensive

general liability insurance and personal injury liability coverage covering liabilities of the Association, its officers, directors, employees, agents and members arising in connection with ownership, operation, maintenance, occupancy or use of the common areas and any other area the Association is required to restore, repair or maintain pursuant to this Declaration with limits of not less than One Million Dollars (\$1,000,000.00) for each occurrence, bodily injury and/or property damage. Each policy shall include a "severability of interest" endorsement.

Section 5. Fidelity Insurance. The Board of Directors shall also maintain adequate fidelity coverage, if available, to protect against dishonest acts on the part of directors, officers, trustees, and employees of the Association and all others who handle or are responsible for handling funds of the Association. Such fidelity bond shall (a) name the Association as an obligee, (b) be written in an amount which the Association deems consistent with good business practice and which shall be consistent with the requirements of the Federal Home Loan Mortgage Corporation, (c) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression, and (d) provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premiums) without at least thirty (30) days written notice to the first mortgagees and the Association.

Section 6. Workmen's Compensation and Employer's Liability Insurance. The Board of Directors shall obtain and maintain workmen's compensation and employer's liability insurance as may be necessary to comply with applicable laws.

Section 7. Other Insurance. The Board of Directors may obtain such additional insurance coverage against such additional risks as it shall determine to be appropriate which may include officer's and director's liability insurance.

Section 8. Insurance by Owners. Each dwelling unit owner shall at such owner's option be responsible for obtaining property and casualty insurance for all personal property and

furnishings belonging to such owner and obtaining his personal liability insurance.

Section 9. Payment of Insurance Premiums. The cost of the insurance obtained by the Association in accordance with this Article other than the insurance referred to in Section 3 hereof, shall be paid from Association funds and be collected from the owners as part of the annual assessment for common expenses as provided for in Article XI, Section 1 hereof.

In the event there are not sufficient funds generated from the annual assessment for common expenses to cover the cost of the insurance provided for above, then the deficiency shall be chargeable to each owner by individual assessment in accordance with Article XI hereof and not as a special assessment, and such assessment shall be exempt from any special voting requirements of the Membership.

In the event the Association is maintaining blanket property and casualty insurance as provided for in Section 3 hereof, the cost of such insurance shall be paid for from Association funds and be collected from the owners in the following manner: an amount equal to the cost of such insurance attributable to an owner's dwelling unit for one (!) full year shall be paid by such owner at closing, and thereafter, the cost of such insurance shall be paid by the owners as an insurance assessment in accordance with Article XI hereof, commencing with the first assessment after closing. The Board of Directors shall have the right to create an insurance escrow account for each dwelling unit.

ARTICLE XI

RIGHTS OF MORTGAGE HOLDERS, INSURERS OR GUARANTORS

The mortgage holder, insurer, or guarantor of the mortgage on any lot in the project is entitled to timely written notice of (a) any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage; (b) any sixty (60) day delinquency in the payment of assessments or charges owed by the owner of any lot on which it holds the mortgage; (c) a lapse, cancellation or material

by the Association; and (d) any proposed action that requires the consent of a specified percentage of eligible mortgage holders. The mortgage holder, insurer, or guarantor may obtain such information by sending a written request to the Association stating both its name and address and the lot or address of the unit it has the mortgage on.

ARTICLE IV

PHA AND VA APPROVAL

As long as there is a Class B membership and the Veterans Administration or the Federal Housing Administration has approved the project and guaranteed a loan or loans to any owner, the following actions will require the prior approval of the respective consenting agency: annexation of additional properties, dedication or mortgaging of the Common Area, amendment of this Declaration, merger, consolidation, or dissolution of the Association.

ARTICLE V

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded after which time they shall automatically extend for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed

by lot owners representing ownership of not less than ninety percent (90%) of the lots, and seventy-five percent (75%) of all first mortgagees, and thereafter by an instrument signed by lot owners representing ownership of not less than seventy-five percent (75%) of the lot owners and seventy-five percent (75%) of all first mortgagees. Any amendment must be recorded.

Section 4. Hiring of Agents. In addition to any other rights which the Association may have reserved unto it, the Association may, upon vote of a majority of its Board of Directors, hire such employees, agents and/or contract as may be required to conduct the business of the Association including but not limited to professional management companies to be used in maintaining the common areas and/or collecting Association dues, fees, and maintaining the books and accounts of records of the Association. Any agreement for professional management of the association or any other contract for the providing of services including services to be provided by the Declarant may not exceed one (1) year in duration. Any such agreement may be terminated either by the Association or the party contracted with without cause and without payment of termination fee, on sixty (60) days written notice.

Section 5. Successor Clause. These provisions are binding upon the Declarant, its successors and assigns, and upon all successors in interest to the Declarant in ownership of the properties or any part thereof.

IN WITNESS WHEREUP, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 23rd day of July, 1985.

HALLINAN INVESTMENT COMPANY,
• Colorado General Partnership,
DECLARANT

By: Richard Hallinan
Richard Hallinan, General Partner

By: Cecil Hallinan
Cecil Hallinan, General Partner

STATE OF COLORADO } ss:
COUNTY OF ADAMS)

PR 3027 REC 895

On this 23rd day of July, 1985, before me the undersigned, a Notary Public in and for the State, personally appeared Loretta Hallinan, General Partner of Hallinan Investment Company, a Colorado General Partnership, and executed the within instrument and acknowledged to me that she executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the aforesaid County and State on the day and year above written.



My Commission Expires:

November 18 1988

Sylvia G. Sims
Notary Public

My Address is: 8219 Julian St
Arvada Co 80005

STATE OF COLORADO } ss:
COUNTY OF ADAMS)

On this 23rd day of July, 1985, before me the undersigned, a Notary Public in and for the said State, personally appeared before me Sylvia Hallinan, General Partner of Hallinan Investment Company, a Colorado General Partnership, and executed the within instrument and acknowledged to me that she executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the aforesaid County and State on the day and year above written.



My Commission Expires:

November 18 1988

Sylvia G. Sims
Notary Public

My Address is: 8219 Julian St
Arvada Co 80005

3027 mu 893

EXHIBIT "A"

TO

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF PEAKVIEW TOWNHOMES

Legal Description

That portion of Block 1, Harris Park Subdivision, City of Westminster, County of Adams, State of Colorado, more particularly described as follows:

Commencing at the NW corner of Block 1, Harris Park Subdivision; thence East along the North line of said Block 1, also being the South right-of-way line of 80th Ave., 75.00 feet to the Point of Beginning; thence Southerly parallel to the East right-of-way line of Meade Street, 125.00 feet; thence Westerly parallel to said North line 75.00 feet to said East line; thence Southerly along said East line 115.00 feet; thence Easterly parallel to said North line 175.00 feet; thence Northerly parallel to said East line, 240.00 feet to said North line; thence Westerly along said North line, 100.00 feet to the Point of Beginning, containing 0.75 Acres more or less.

EXHIBIT "B"

TO:

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF PEAKVIEW TOWNHOMES

Description of Common Area.

That portion of Block 1, Harris Park Subdivision, City of Westminster, County of Adams, State of Colorado, more particularly described as follows:

Commencing at the NW corner of Block 1, Harris Park Subdivision; thence East along the North line of said Block 1, also being the South right-of-way line of 80th Ave., 75.00 feet to the Point of Beginning; thence Southerly parallel to the East right-of-way line of Meade Street, 125.00 feet; thence Westerly parallel to said North line 75.00 feet to said East line; thence Southerly along said East line 115.00 feet; thence Easterly parallel to said North line 175.00 feet; thence Northerly parallel to said East line, 240.00 feet to said North line; thence Westerly along said North line, 100.00 feet to the Point of Beginning, containing 0.75 Acres more or less,

Except Lots 1 through 12 inclusive as shown on the recorded plat of Hallinan Subdivision.

EXHIBIT "C"

Book 3027 page 398

TO

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR PEAKVIEW TOWNHOMES

The recording date for recorded easements and licenses appurtenant to, or included in, the Peakview Townhome Project are as follows:

A. Basements for access, utility purposes and drainage as delineated on recorded plat.

B. Restrictions as contained on recorded plat, to-wit: No lot or lots shall be sold, conveyed or transferred from this subdivision until all required improvements have been completed and accepted by the City of Westminster. Prior to the completion of any and all required improvements, the owner/developer may furnish the City good and sufficient security; upon approval by the City such security would remove the "special plat restriction."

C. Subdivision Agreement, including the terms and provisions thereof, by and between the City of Westminster and Hallinan Investments Company, recorded July 9, 1984 in Book 2892, page 316.