

**DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
PINNACLE OFFICE PARK**

Name of Common Interest Community:  
PINNACLE OFFICE PARK

Name of Owners' Association:  
PINNACLE OFFICE PARK COMMERCIAL OWNERS' ASSOCIATION, INC.

Declarant:  
NBH BANK, NATIONAL ASSOCIATION

Type of Common Interest Community:  
COMMERCIAL PLANNED COMMUNITY

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**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
PINNACLE OFFICE PARK  
(A Commercial Common Interest Community)**

**PREAMBLE**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made on the date hereinafter set forth by NBH Bank, National Association, hereinafter referred to as "Declarant."

**RECITALS:**

- A. Declarant owns certain real property described on Exhibit B, located in the City of Greeley, Weld County, State of Colorado.
- B. This Declaration is executed pursuant to and in furtherance of a common and general plan (a) to protect and enhance the quality, value, desirability and attractiveness of all property which may be subject to this Declaration; (b) to provide for an association as a vehicle to perform certain functions for the benefit of owners of property which may become subject to this Declaration; (c) to define duties, powers and rights of the association; (d) to define certain duties, powers and rights of owners of property which may become subject to this Declaration with respect to the association and with respect to the functions undertaken by the association; and (e) to create a planned community as defined in this Declaration; and
- C. Declarant, for itself, its successors and assigns, hereby declares that all property herein or hereafter made subject to this Declaration, in the manner hereinafter provided, and each part thereof shall, from the date the same becomes subject to this Declaration, be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and other provisions set forth in this Declaration for the duration thereof, all of which shall run with the title to such property and be binding upon all parties having any right, title or interest in said property, or any part thereof, and upon their heirs, personal representatives, successors, and assigns and shall inure to the benefit of each party having any such right, title or interest in said property or any part thereof.
- D. Declarant with this declaration states that the real property described above is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth. This is a planned community in which all of the Property is restricted to non-residential use. Therefore, pursuant to C.R.S. 38-33.3-121, the Colorado Common Interest Ownership Act

(C.R.S. 38-33.3-101. et. seq.) does not apply.

## ARTICLE 1 - DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration, the Articles of Incorporation or any Amendments thereto, and the Bylaws or any Amendments thereto, shall have the following meaning:

- 1.1 *Architectural Review Committee* shall mean the committee that may be formed pursuant to this Declaration.
- 1.2 *Articles of Incorporation* shall mean the Articles of Incorporation of the Association, as the same may from time to time be amended.
- 1.3 *Association* shall mean and refer to Pinnacle Office Park Commercial Owners' Association, Inc., a Colorado nonprofit corporation, its successors and assigns.
- 1.4 *Association Documents* shall mean this Declaration and any Supplemental Declaration, the Articles of Incorporation, the Bylaws, and any procedures, rules, regulations, or policies adopted under such documents by the Association and any amendments to any of said documents.
- 1.5 *Association Maintenance Area* shall mean all areas adjacent to the Project for which the Association or Owners have maintenance responsibilities pursuant to requirements of the City of Greeley.
- 1.6 *Assessment* shall mean and refer to any assessment levied, charged, or assessed against an Owner in accordance with the provisions of this Declaration.
- 1.7 *Board or Executive Board* shall mean the Executive Board of the Association.
- 1.8 *Building* shall mean any structure or building or portion of a building that is constructed on a Unit.
- 1.9 *Bylaws* shall mean and refer to the duly adopted Bylaws of the Association, as the same may from time to time be amended.
- 1.10 *Clerk and Recorder* shall mean the office of the Clerk and Recorder in the County of Weld, State of Colorado.
- 1.11 *Common Area or Common Elements* shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the owners. Common Area or Common Elements shall also mean and refer to any and all personal property and improvements owned or leased by the Association and shall include, by way of example but without limitation, any exterior signage which identifies the



Project, exterior lighting, sprinkler systems, and any other personal property owned by the Association. The Common Area is to be devoted to the common use and enjoyment of the Owners (subject to the provisions hereof) and is not dedicated for use by the general public. Common Area shall be owned by the Association.

- 1.12 *Common Expenses* shall mean (i) all expenses expressly declared to be common expenses by this Declaration or by the Bylaws of the Association; (ii) all other expenses of administering, servicing, conserving, managing, maintaining, repairing or replacing the Common Elements; (iii) insurance premiums for the insurance required or permitted under this Declaration; and (iv) all expenses lawfully determined to be Common Expenses by the Executive Board. Common Expenses benefitting fewer than all the Units may, in the discretion of the Executive Board, be assessed exclusively against those Units benefitted.
- 1.13 *Common Water Line* shall mean a Water Line which services the Common Area or more than one Unit. A Common Water Line is a Common Element.
- 1.14 *Declarant* shall mean and refer to NBH Bank, National Association, its successors and assigns; provided, however, that no successors or assignees of the Declarant shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically set forth in an instrument of succession or assignment or which pass by operation of law.
- 1.15 *Declaration* shall mean this Declaration and amendments thereto.
- 1.16 *Expansion Property* shall mean that certain real property described in Exhibit C hereto which may be included in the Project and made subject to this Declaration.
- 1.17 *First Mortgage* shall mean and refer to any unpaid mortgage, deed of trust or other security instrument recorded in the records of the office of the Clerk and Recorder of Weld County, Colorado, having priority of record over all other recorded liens except those liens made superior by statute (such as general ad valorem tax liens and special assessments).
- 1.18 *First Mortgagee* shall mean and refer to an institutional lender who holds either a first deed of trust or a first mortgage on a Unit.
- 1.19 *Improvements* shall mean and include, but shall not be limited to, all buildings, parking areas, parking structures, driveways, signs, utilities, fences, walls, landscaping, walkways, exterior lighting facilities, antennas, poles, or any other structure or Improvement located within the Project.
- 1.20 *Landscaping* shall mean and refer to a space of ground covered with lawn, ground cover, shrubbery, trees, flowers and other plant materials which may be complimented with earth berms, masonry, rock or bark mulch or other ground cover and other similar landscaping materials, together with irrigation/sprinkler systems

associated with the same.

- 1.21 *Lot* shall have the same meaning as Unit
- 1.22 *Manager* shall mean a person or entity engaged by the Association to perform certain duties, powers or functions of the Association, as the Executive Board may authorize from time to time
- 1.23 *Map* shall mean that certain map attached hereto as Exhibit A which depicts the Units and Common Areas subject to this Declaration.
- 1.24 *Member* shall mean and refer to the Person designated as such pursuant to the terms of this Declaration
- 1.25 *Mortgage* shall mean and refer to a mortgage, deed of trust, or other similar security instrument held or owned by a Mortgagee which encumbers any Unit
- 1.26 *Mortgagee* shall mean and refer only to a Mortgagee under a Mortgage or a beneficiary under a deed of trust or similar security instrument. For the purpose of this Declaration and the Bylaws, no Person shall be deemed a Mortgagee until written notice of such interest has been delivered to the Association together with the name and address of the Mortgagee
- 1.27 *Notice* shall mean and refer to (i) written notice hand delivered or sent by prepaid United States mail to the mailing address of a Unit or to any other mailing address designated in writing by the Unit Owner or to the last known address of the intended recipient, or (ii) notice through an Association publication which is hand delivered or sent by prepaid United States mail to the Units; or (iii) notice delivered by electronic mail or facsimile to an Owner at the electronic mail address or facsimile number designated by the Owner
- 1.28 *Owner* shall mean any person, corporation, partnership, association, contract sellers or other legal entity or any combination thereof, including Declarant, who owns the record fee simple interest in one or more Units. The term "Owner" shall include any grantee, transferee, heir, successor, personal representative, executor, administrator, devisee, and assign of any Owner but *shall not* refer to any Mortgagee as herein defined, or other person or entity having an ownership interest in any Unit merely as security for the performance of an obligation, unless such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure
- 1.29 *Period of Declarant Control* shall mean the period of time commencing as of the date of recordation of this Declaration and continuing until thirty (30) days after all Units that could be established within the Project have been conveyed to Persons other than Declarant and a certificate of occupancy had been issued for every such Unit, or until such time as the Declarant shall renounce or assign such control in a signed writing recorded in the real estate records of Weld County, Colorado.

- 1.30 *Person* shall mean an individual, corporation, partnership, association, trust, or other legal entity, or any combination thereof
- 1.31 *Plat* shall mean that certain land survey plat recorded in the real estate records of Weld County, Colorado on January 16, 2013 at Reception No. 3903431, as subsequently amended from time to time.
- 1.32 *Project* shall mean the common interest community created by this Declaration and as shown on the Map
- 1.33 *Property* shall mean the real property described on Exhibit B, which is subject to this Declaration.
- 1.34 *Quorum of Owners* shall mean the representation by presence or proxy of Members who hold fifty percent (50%) of the votes entitled to be cast on any issue
- 1.35 *Registered Notice* shall mean and refer to any notice which has been signed for by a recipient or has been certified by the U.S. Postal Service or other entity as having been delivered to the address of the intended recipient. Failure by refusal of an intended recipient to acknowledge such Notice shall nevertheless constitute receipt when such refusal is witnessed by one other person
- 1.36 *Rules and Regulations* shall mean those Rules and Regulations as may be adopted by the Executive Board for the management, preservation, safety, control and orderly operation of the Project and governing use of the Common Elements provided, however, that such Rules and Regulations shall be uniform and nondiscriminatory. Copies of all such Rules and Regulations shall be furnished to Owners prior to the time that they become effective
- 1.37 *Unit* shall mean a physical portion of the Common Interest Community which is designated on the Map for separate ownership or occupancy by a party (other than Common Areas owned or occupied by the Association). A Unit is designated on the Map as a Tract or Building Envelope. If a condominium common interest community is created on a Unit, the condominium community shall be one Unit for purposes of this Declaration. Tract, Building Envelope and Unit shall have the same meaning. A Tract designated upon the Map may be further subdivided into additional Tracts and/or Building Envelopes and in that event shall result in a reallocation of interests and obligations as set forth in this Declaration. For reference purposes, as of the date of this Declaration and as reflected in the Map, there currently exist five (5) Units.

## **ARTICLE 2 --NAME, UNITS, AND ALLOCATION OF INTERESTS**

- 2.1 *Name.* The name of the Project is Pinnacle Office Park. The Project is a planned commercial community.

- 2.2 *Existing Property.* The real property that is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Greeley, Weld County, Colorado, and is more particularly described on Exhibit B.
- 2.3 *Maximum Number of Units.* Declarant reserves the right to create as many Units as may be permissible pursuant to local and state law, but in no event shall there be more than thirteen Units, exclusive of Units that may be created upon any Expansion Property.
- 2.4 *Identification of Units.* The identification number or letter of each Unit is shown on the Plat as may be amended from time to time.
- 2.5 *Allocation of Interests and Formula for Allocation of Interests.* The common expense liability and portion of votes in the Association are allocated to each Unit as follows:
- a. *Allocation of Votes.* Each Unit shall be allocated one (1) vote in the Association. When more than one Person holds a membership interest in any Unit, all such Persons shall be members. The votes for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit.
  - b. *Liability for Common Expenses.* Liability for Common Expenses shall be pro-rated amongst the Units. Each Unit shall be responsible for its fractional share of all Common Expenses to be divided equally between the total number of Units.
  - c. *Reallocation.* The formulas set forth above shall be used to reallocate the liability for Common Expenses and voting when a Unit is added to or withdrawn from the project.

### **ARTICLE 3 -- MEMBERSHIP AND VOTING RIGHTS; ASSOCIATION OPERATIONS**

- 3.1 *The Association.* The name of the Association shall be Pinnacle Office Park Commercial Owners' Association, Inc. Every Owner of a Unit shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Unit.
- 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 Unit and then only to the purchaser or Mortgagee of his Unit. The Association shall not create a right of first refusal on any Unit and Owners may transfer ownership of their Units free from any such right.

- 3.3 *Membership.* The Association shall have one class of membership consisting of all Owners, including the Declarant so long as Declarant continues to own an interest in a Unit. Except as otherwise provided for in the Association Documents, each Member shall be entitled to vote in Association matters as set forth in this Declaration and the Bylaws. Each Owner, including Declarant while Declarant owns any Unit, is subject to all the rights and duties assigned to Owners under the Association Documents.
- 3.4 *Voting.* Each Unit shall have the votes allocated to it pursuant to Article 2 of this Declaration.
- 3.5 *Declarant Control.* The Declarant shall be entitled to appoint and remove the members of the Association's Executive Board and officers of the Association during the period of Declarant Control. However, during the period of Declarant Control, the Declarant shall not be obligated to appoint members to the Executive Board. In such event, the Declarant or the Declarant's designated representative shall exercise all rights and obligations of the Executive Board. The Declarant may voluntarily relinquish such power by recording a notice executed by the Declarant with the Clerk and Recorder but, in such event, Declarant may at its option require that specified actions of the Association or the Executive Board as described in the recorded notice, during the period Declarant would otherwise be entitled to appoint and remove directors and officers, be approved by Declarant before they become effective.
- 3.6 *Executive Board.* The number of Directors shall be as provided in the Articles of Incorporation and Bylaws of the Association.
- 3.7 *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 Mortgagees, 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.
- 3.8 *Manager.* The Association may employ or contract for the services of a Manager to whom the Executive Board may delegate certain powers, 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 upon prior approval and direction by the Executive Board.
- 3.9 *Cooperation with Other Associations.* The Association shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with other associations and/or any districts to share the costs and/or responsibility for any maintenance, repair, replacement or other matters, to perform maintenance, repair or replacement for any persons in consideration of payment or reimbursement therefor, to utilize the same contractors, subcontractors, managers or others who may perform services for the Association, any other associations and/or

any districts, or to otherwise cooperate with any other associations and/or any districts in order to increase consistency or coordination, reduce costs, or as may otherwise be deemed appropriate or beneficial by the Executive Board in its discretion from time to time. The costs and expenses for all such matters, if any, shall be shared or apportioned between the Association and/or any other associations and/or any districts, as the Executive Board may determine in its discretion from time to time. Additionally, the Association shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with any other associations and/or any districts to collect assessments, other charges or other amounts which may be due to such entity and to permit any such entity to collect assessments, other charges or other amounts which may be due to the Association; in any such instance, the Association shall provide for remittance to such entity of any amounts collected by the Association or to the Association of any amounts collected by such entity.

- 3.10 *Relationship of Association to a Condominium Common Interest Community.* Nothing contained in this Declaration shall preclude the creation of a condominium common interest community on one or more Units. However, the creation of the condominium common interest community should not in any way negatively impact the Association or Unit Owners. The following provisions set forth the relationship between the Pinnacle Office Park Commercial Owners' Association, Inc. (the "Association") and one or more condominium common interest communities created on a Unit.
- a. The condominium association and not the individual owners shall be a member of the Association. The Executive Board of the condominium association shall appoint one individual to represent the condominium association as a member of the Association. The Executive Board of the condominium association shall provide the Association with written notification of the person appointed.
  - b. The Association may enforce the Declaration and other Association Documents against the condominium association and/or each of the owners of individual condominium units.
  - c. The condominium association shall pay the assessments to the Association. Each individual condominium owner shall be jointly and severally liable for the assessments and shall not be relieved of liability by payment of the owner's pro rata share of the assessment. The lien for assessments shall be a lien against the entire condominium community and each individual condominium unit. The Association may foreclose the assessment lien against the entire condominium community and/or one or more individual condominium units.

- 3.11 *Rights of Action.* The Association, on behalf of itself and any aggrieved Owner, shall be granted a right of action against any and all Owners 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 Owner shall have the right but not the obligation 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 relief 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.
- 3.12 *Implied Rights and Obligations.* The Association may exercise any right or privilege expressly granted to the Association in the Association Documents, and by the Colorado Revised Nonprofit Corporation Act.

#### **ARTICLE 4 --DUTIES AND POWERS OF PINNACLE OFFICE PARK COMMERCIAL OWNERS' ASSOCIATION, INC.**

- 4.1 *General Duties and Powers of Association.* The Association has been formed to further the common interests of the Members of the Association. The Association, acting through its Executive Board or Persons to whom the board has delegated such powers, shall have the duties and powers hereinafter set forth and, in general, the power to do anything which may be necessary or desirable to further the common interests of the Members of the Association, to maintain, improve and enhance the Common Area, if any, and to improve and enhance the attractiveness and desirability of the Project. The Executive Board may act in all instances on behalf of the Association to:
- a. Adopt and amend bylaws and rules and regulations and Architectural Design Standards;
  - b. Adopt and amend budgets for revenues, expenditures and reserves and collect Assessments;
  - c. Hire and terminate managing agents and other employees, agents and independent contractors;
  - d. Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Project;
  - e. Make contracts and incur liabilities;

- f. Regulate the use, maintenance, repair, replacement and modification of Common Elements, if any;
- g. Cause additional improvements to be made as a part of the Common Elements, if any;
- h. Acquire, hold, encumber and convey in the name of the Association any right, title or interest to real or personal property, except that Common Elements, if any, may be conveyed or subjected to a security interest only if Members entitled to cast at least seventy-five percent (75%) of the votes agree to that action and if all Owners of Units to which any Limited Common Element is allocated agree to convey that Limited Common Element or subject it to a security interest
- i. Grant easements, leases, licenses and concessions through or over the Common Elements, if any;
- j. Annex additional property, pursuant to the terms of this Declaration;
- k. Impose and receive any payments, fees or charges for the use, rental or operation of the General Common Elements, if any;
- l. Impose charges for late payment of Assessments, recover reasonable attorney fees and other legal costs for collection of Assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and after notice and opportunity to be heard, levy reasonable fines for violations of the Association Documents;
- m. Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid Assessments;
- n. Provide for the indemnification of its officers and Executive Board and maintain directors' and officers' liability insurance;
- o. Assign its right to future income, including the right to receive Assessments;
- p. Delegate powers to a master association.
- q. Exercise any other powers conferred by the Declaration or Association Bylaws;
- r. Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association; and
- s. Exercise any other powers necessary and proper for the governance and operation of the Association

4.2 *Power to Enforce Declaration and Rules and Regulations.* The Association shall have



the power to enforce the provisions of this Declaration, the Rules and Regulations, and shall take such action as the Executive Board of the Association deems necessary or desirable to cause such compliance by each Member of the Association. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Declaration, its Rules and Regulations by any one or more of the following means: (a) by entry upon any Unit (when a bona fide emergency exists), without liability to the Owner thereof, for the purpose of enforcement or causing compliance with this Declaration or the Rules and Regulations of the Association; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations of the Association, by mandatory injunction or otherwise; (c) by commencing and maintaining actions and suits to recover damages for breach of any of the provisions of this Declaration or the Rules and Regulations of the Association; (d) by suspension, after notice and hearing of the voting rights of a Member of the Association during and for up to sixty (60) days following any breach by such Member of this Declaration or the Rules and Regulations, unless the breach is a continuing breach, in which case such suspension shall continue for so long as such breach continues; (e) by levying and collecting, after notice and hearing, a Reimbursement Assessment against any Member of the Association for breach of this Declaration or such Rules and Regulations by such Member; and (f) by levying and collecting, after notice and hearing as defined in this Declaration, reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations of the Association, from any Member of the Association for breach of or failure to comply with this Declaration or the Rules and Regulations by such Member. Members of the Executive Board and Officers shall be bound to act in good faith as required by Colorado law including CRS 7-128-401 and CRS 7-128-501 regarding conflicts of interest and financial transactions.

## **ARTICLE 5 – ASSESSMENTS**

- 5.1 *Obligation.* Each Owner of a Unit is obligated to pay to the Association: (i) the Annual Assessments; (ii) Special Assessments; and (iii) Default Assessments.
- 5.2 *Budget.* Within ninety (90) 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 Owners and shall set a date for a meeting of the Owners to consider the budget. Such meeting shall occur within a reasonable time after mailing or other delivery of the summary, or as allowed for in the Bylaws. The Executive Board shall give notice to the Owners of the meeting as allowed for in the Bylaws. The budget proposed by the Executive Board does not require approval from the Owners and it will be deemed approved by the Owners in the absence of a veto at the noticed meeting by a majority of all Owners, whether or not a quorum is present. In the event that the proposed budget is vetoed, the periodic budget last proposed by the Executive Board and not vetoed by the Owners must be continued until a subsequent budget proposed by the Executive Board is not vetoed by the Owners.
- 5.3 *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. Estimated Common Expenses shall include, but shall not be limited to, the cost of routine maintenance and operation of the Common Elements and the Association Maintenance Area, expenses of management and insurance premiums for insurance coverage as deemed desirable or necessary by the Association, landscaping of the Property, care of grounds within the Common Elements and the Association Maintenance Area, routine repairs, replacements and renovations within any of the Common Elements and the Association Maintenance Area, wages, common water and utility charges for the Common Elements and the Association Maintenance Area, legal and accounting fees, management fees, expenses and liabilities incurred by the Association under or by reason of this Declaration, payment of any default remaining from a previous assessment period, and the creation of a reasonable and adequate contingency or other reserve or surplus fund for insurance deductibles, routine maintenance, repairs, and replacement of Improvements within the Common Elements and Association Maintenance Area, as needed. Annual Assessments shall be payable within thirty (30) days of the Executive Board mailing Notice of said Assessment to the Owners unless the Executive Board authorizes monthly or quarterly payments. 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 the right, but not the obligation, to make prorated refunds of any Annual Assessments in excess of the actual expenses incurred in any fiscal year.

- 5.4 *Allocation of Assessments.* The Common Expenses shall be allocated among the Units on the basis of the allocated interest for Common Expenses in effect on the date of Assessment provided, however, that the Association reserves the right to allocate all expenses related to fewer than all of the Units to the Owners of those affected Units only.
- 5.5 *Special Assessments.* In addition to the Annual Assessments, the Association may levy in any fiscal year one or more Special Assessments, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of Improvements within the Common Elements, or for any other expense incurred or to be incurred as provided in this Declaration. Any amounts assessed pursuant to this section shall be assessed to Owners according to their Allocated Interests for Common Expenses, subject to the right of the Association to assess only against the Owners of affected Units any extraordinary maintenance, repair, or restoration work on fewer than all of the Units. Any extraordinary insurance costs incurred as a result of the value of a particular Owner's Unit or the actions of a particular Owner (or his agents, servants, guests, tenants, or invitees) shall be assessed against that Unit. Notice in writing of the amount of such Special Assessments and the time for payment of the Special Assessments shall be given promptly to the Owners, and no payment shall be due less than ten (10) days after such Notice shall have been given.
- 5.6 *Units Added Mid-Assessment Period.* If, during any Assessment period, the number of Units increases because of an additional Unit or Units becoming subject to the Assessments, then each such additional Unit shall be subject to a pro rata share of the

Annual Assessment commencing on the first day of the month in which the Unit or Units become subject to the Assessment.

- 5.7 *Default Assessments.* All monetary fines assessed against an Owner pursuant to the Association Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Association Documents, shall be a Default Assessment and shall become a lien against such Owner's Unit which may be foreclosed or otherwise collected as provided in this Declaration. Notice of the amount and due date of such Default Assessment shall be sent to the Owner subject to such Assessment at least ten (10) days prior to the due date.
- 5.8 *Effect of Nonpayment; Assessment Lien.* Any Assessment installment, whether pertaining to any Annual, Special, or Default Assessment, which is not paid on or before its due date shall be delinquent.
- a. *Delinquent Assessment.* If an Assessment installment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:
- (i) Assess a late charge for each delinquency in such amount as the Association deems appropriate;
  - (ii) Assess an interest charge from the due date at the yearly rate of eighteen percent (18%), or such other lawful rate as the Executive Board may establish;
  - (iii) Suspend the voting rights of the Owner during any period of delinquency;
  - (iv) Suspend the rights of the Owner to use any Common Element facilities during any period of delinquency;
  - (v) Accelerate all remaining Assessment installments so that unpaid Assessments for the remainder of the fiscal year shall be due and payable at once;
  - (vi) Bring an action at law against any Owner personally obligated to pay the delinquent Assessments; and
  - (vii) Proceed with foreclosure as set forth in more detail below.
- b. *Assessment Lien.* Assessments chargeable to any Unit shall constitute a lien on such Unit. The Association may institute foreclosure proceedings against the defaulting Owner's Unit 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 attorneys' fees incurred in connection with the enforcement of the lien. The Association shall have the power to bid on a Unit at foreclosure sale and to acquire and hold, lease, Mortgage, and convey the same. Liens for Assessments shall be as provided in C.R.S. § 38-33.3-316.

- 5.9 *Personal Obligation.* Each Assessment against a Unit is the personal obligation of the owner of the Unit at the time the Assessment became due and such personal obligation shall not pass to successors in title unless they agree to assume the obligation. No Owner may exempt himself from liability for the Assessment by abandonment of his Unit or by waiver of the use or enjoyment of all or any part of the Common Elements. 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 fees in connection therewith shall be maintainable without foreclosing or waiving the Assessment lien provided in this Declaration.
- 5.10 *Payment by Mortgagee.* Any Mortgagee holding a lien on a Unit may pay any unpaid Assessment payable with respect to such Unit, 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 Unit for the amounts paid with the same priority as the lien of the Mortgage.
- 5.11 *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, designee of Owner, Mortgagee, prospective Mortgagee, or prospective purchaser of a Unit shall be furnished with a written statement setting forth the amount of the unpaid Assessments, if any, with respect to such Unit. 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 Unit over the inquiring party's interest for unpaid Assessments which were due as of the date of the request.
- 5.12 *Maintenance of 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: (i) maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by the other person or Manager; (ii) maintain all reserve and working capital accounts of the Association separate from the operational accounts of the Association; and (iii) 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.

**ARTICLE 6 --USE AND OTHER RESTRICTIONS**

- 6.1 *Nuisances.* No nuisance shall be permitted to exist or operate upon any Unit so as to jeopardize property values or to be detrimental to the well-being of any Member of the Association.
- 6.2 *Usage.* No Unit may be used for residential purposes.
- 6.3 *Division or Combining of Units.* No Unit may be divided, subdivided, or combined with any other Unit without the prior written consent of the Executive Board.
- 6.4 *Common Area Restrictions.* All use and occupancy of the Common Area and Association Maintenance Area, if any, shall be subject to and governed by the Rules and Regulations adopted by the Association.
- 6.5 *No Imperiling of Insurance.* Without prior written consent of the Association, nothing shall be done, or kept in, or on any portion of the Project which might result in an increase in the premiums with respect to insurance obtained for any portion or all of the Project, or which may cause cancellation of such insurance
- 6.6 *No Violation of Law.* Nothing shall be done, or kept in, or on any portion of the Project which would be in violation of any Statute, Rule, Ordinance, Regulation, Permit, or validly imposed requirement of any governmental body
- 6.7 *Appearance.* All parts of the Project shall be kept in a clean, safe, and attractive condition
- 6.8 *Restrictions on Signs.* No signs or advertising devices of any nature shall be erected or maintained on any part of the Project (including, without limitation, any Unit) without the prior written approval of the Executive Board and the Executive Board may adopt uniform criteria for approving signs of the Owners. Notwithstanding the foregoing, each Building will be permitted an area for signage for each Owner. The display of the flag of the United States shall be subject to reasonable rules and regulations regarding the size, number, placement, manner of display, and lighting of the flag, and the location, size, and height of flagpoles
- 6.9 *Conditions for Architectural Control.* No improvements, alterations, repairs, change of paint colors, signs, excavations, changes in grade or other work which in any way alter the exterior of any Unit, Building, or Common Area or the improvements located thereon from its natural or improved state existing on the date such property was first subject to this Declaration shall be made or done without compliance with the architectural control procedures set forth in this Declaration.
- 6.10 *Restrictions on Storage.*
- (a) No occupant or Owner of any Unit shall store or permit to be stored or to

accumulate, upon any Unit, any debris, piles of dirt, machinery or equipment or any part thereof, or other miscellaneous items unless concealed from public and neighbor views within an enclosed structure erected in compliance with local ordinances.

- (b) Storage of building materials is permitted only to facilitate continuous building projects, approved by the Association, in progress. Unit Owners shall supervise and assure secure storage of all building materials during construction to prevent damage to other structures or littering throughout the Project as a result of winds.
- (c) No tanks for storage of gas, fuel, oil or other flammable materials shall be erected, placed, or permitted aside, above or below the surface of any Unit.
- (d) No material, supplies, equipment, motorized vehicles, boats, campers, trailers, finished or semi-finished products, or articles of any nature shall be stored upon any Unit within the Project. Vehicles, trailers, equipment, materials, supplies, finished or semi-finished products, or articles of any nature shall only be stored inside a building unless the Executive Board approves the erection and siting of a screened storage area. Appropriate screening for any such storage area may include, in the Executive Board's discretion, fencing, shrubs, hedges, or other foliage.

#### 6.11 *Parking of Vehicles.*

- (a) Vehicular parking within the Project may only occur on those areas designated for such purpose on the Map and may be regulated by the Executive Board, by the adoption of Rules and Regulations, including regulations pertaining to the assignment of exclusive parking spaces to specific Units.
- (b) Parking spaces are restricted to use as access or as a parking spaces for vehicles.
- (c) In the event the Executive Board determines that a vehicle is parked in violation of the restrictions set forth above or any rule or regulation adopted by the Executive Board, the Executive Board shall have the right to remove the vehicle and the owner thereof shall be responsible for all towing and storing charges. In addition, if the owner of the vehicle is an Owner or occupant of a Unit, the towing and storing charges shall be a Default Assessment. If the owner of the vehicle is an occupant of a Unit, but is not the Owner of a Unit, the Executive Board may proceed to collect the towing and storing charges directly from the Unit Owner without the necessity of taking any action to collect the towing and storing charges from the owner of the vehicle. Unless it is impractical for safety or other reasons, prior to having any vehicle removed, the Executive Board shall place a written notice on the

vehicle and may mail a notice to the appropriate Unit Owner.

- 6.12 *Loading and Receiving.* Truck loading and receiving may be subject to Rules and Regulations adopted by the Association.
- 6.13 *Drainage.* No Owner shall change the topography or drainage pattern of a Unit including, not by limitation, any drainage easement areas, from the topography or drainage pattern established by the Declarant unless such change is approved by the Executive Board. Any Owner who in any way materially modifies the topography or drainage pattern of a Unit without such consent shall be liable for any and all damages stemming therefrom, and may be required to return such topography or drainage patterns to their original state. If any Owner fails to fully abide by this provision, the Association, after notice to the owner and a reasonable opportunity to perform all necessary work restoring drainage patterns, may undertake such work on behalf of and at the Owner's expense. Any such expense shall be reimbursed to the Association within thirty (30) days of the furnishing of notice to such Owner that such reimbursement is owed, together with costs of collection thereof, attorneys' fees and interest thereon. Said obligation shall be a personal obligation of the Owner and a charge and lien against each Owner's Unit as provided herein for assessments.
- 6.14 *Animals Within Project.* No animals of any type shall be kept on any part of the Project without the prior written consent of the Executive Board. The Executive Board may, on a case-by-case basis, establish conditions and restrictions for the keeping of an animal on any part of the Project. Any permission granted pursuant to this section may be revoked by the Executive Board.
- 6.15 *Antenna and Satellite Dishes.* No satellite dishes, exterior radio antennas, television antennas, or other antennas may be erected upon a Unit unless approved in writing by the Executive Board. Any facility for the transmission or reception of audio or visual signals shall be kept and maintained, to the extent reasonably possible, underground or within a screened enclosure. Notwithstanding the foregoing, neither the restrictions nor the requirements of this Section shall apply to those antennas (which may include some satellite dishes and other devices) that are specifically covered by the Telecommunications Act of 1996, as amended from time to time. As to antennas which are specifically covered by the Telecommunications Act of 1996, as amended, the Association shall be empowered to adopt Rules and Regulations governing the types of antennas that are permissible hereunder, and to the extent permitted by the Telecommunications Act of 1996, as amended, establishing reasonable, non-discriminatory restrictions relating to appearance, safety, location, and maintenance.
- 6.16 *Underground Transmission Lines.* All electric, television, radio, telephone and internet line installations and connections from any property line of a Unit to a Building or other structure(s) shall be placed underground, except during the construction of a Unit the contractor or builder may install a temporary utility line above-ground which will be promptly removed upon completion of construction.
- 6.17 *No Hazardous Activities.* No activities shall be conducted on the Project and on

Improvements constructed on the Project which are or might be unsafe or hazardous to any person or property.

- 6.18 *No Annoying Light or Sound.* No light shall be emitted from any Unit which, in the opinion of the Executive Board, is unreasonably bright or causes unreasonable glare; and no sound shall be emitted on any Unit which, in the opinion of the Executive Board, is unreasonably loud or annoying.
- 6.19 *Garbage and Refuse Disposal.* Trash, garbage, or other waste shall not be kept upon a Unit except in sanitary and secure containers. All refuse containers upon a Unit shall be kept in a clean and sanitary condition and shall not be kept in public view except during the scheduled day of pick up. The Executive Board may designate specific types of refuse containers to be used, in which case no other type of container may be used. The Association shall have the right to contract garbage and refuse disposal and pick-up and: (a) charge each Owner a fair fee for such service, or (b) have the trash service bill each Owner directly. If such service is provided, no Unit shall have its own trash service, although each Owner shall have the right to determine how many days per week the Owner's garbage and refuse will be collected
- 6.20 *Trash Burning.* Trash, leaves, and other similar materials shall not be burned within the Project
- 6.21 *Leases.* Any lease agreements between an Owner and a tenant shall provide that the tenant shall comply in all respects to the provisions of this Declaration, the Articles of Incorporation, Bylaws, and Rules and Regulations of the Association. Any failure by a tenant to comply with the terms and provisions of such documents shall be a default under the lease. The Executive Board may require information forms to be completed and security deposits to be made by tenants. Further, all leases shall be in writing, and a copy thereof shall be provided to the Executive Board prior to the commencement of any lease term. The Executive Board may require the use of an Association-approved lease form or may require the insertion, deletion and/or modification of particular lease provisions. After notice and an opportunity for hearing, the Executive Board may require an Owner to evict any tenant who has violated any provision of this Declaration, the Articles of Incorporation, or the Bylaws. No short term leases (i.e., for terms less than month- to-month) shall be permitted, and no time sharing or such other forms of interval ownership shall be permitted
- 6.22 *Covenants Run with Land.* It is expressly understood and agreed that all covenants, conditions, and restrictions contained herein are intended to and shall run with the land. Declarant hereby agrees for itself, and its successors and assigns, that such covenants, individually and collectively, touch and concern the land and shall be binding, fully and in all respects, upon Declarant's successors in title to the land, regardless of how succession in title may be accomplished.

## ARTICLE 7 –INSURANCE

- 7.1 *Insurance.* All insurance, other than title insurance, carried in connection with the



Common Area, Units, Improvements and Project shall be governed by the provisions of this Article.

- 7.2 *Insurance Requirement Generally.* The Association shall obtain and maintain in full force and effect at all times casualty, liability, and other insurance as deemed appropriate by the Executive Board. To the extent possible, the casualty, property, and liability insurance shall: (i) provide for a waiver of subrogation by the insurer as to claims against the Association, its directors, officers, employees, agents, and members; (ii) provide the insurance cannot be canceled, invalidated, or suspended on account of the conduct of the Association, its officers, directors, employees, and agents; (iii) provide the policy of insurance shall not be terminated, canceled, or substantially modified without at least thirty (30) days prior written notice to the Association; and (iv) provide for a standard Mortgagee's Clause in favor of all First Mortgagees who have an interest within the Project.

Any Insurance policy may contain such deductible provisions as the Executive Board deems consistent with good business practice. Any loss falling within the deductible portion of a policy shall be paid by the Association, but may be recovered from the Unit Owner(s), if any, whom the Association determines to be responsible for the loss. The cost and expense of all insurance obtained by the Association shall be paid out of Association funds collected by Assessments and otherwise as elsewhere provided in this Declaration

- 7.3 *Insurance on Buildings.* Each Owner shall be responsible for obtaining general liability and property insurance for any Building owned without participation of the Association. Insurance coverage on the furnishings and other items of personal property belonging to an Owner shall be the Owner's responsibility as well. Any insurance policy obtained by an Owner shall, to the extent possible at reasonable cost, contain a waiver of the right of subrogation by the insurer as to any claims against the Association, its officers, directors, agents and employees
- 7.4 *Workers' Compensation and Employer's Liability Insurance.* The Association may obtain and maintain workers' compensation and employer's liability insurance as may be necessary to comply with applicable laws.
- 7.5 *Notice of Loss to First Mortgagees.* Provided that a First Mortgagee has, in writing, requested the following information and has furnished the Association with an address to which said First Mortgagee wants the information sent, then in the event there shall be any damage to or destruction of the Common Area which shall be in excess of Ten Thousand Dollars (\$10,000.00), timely written notice of any such damage or destruction shall be given by the Association to such First Mortgagee.
- 7.6 *Annual Review of Insurance Policies.* All insurance policies carried by the Association shall be reviewed at least annually by the Executive Board of the Association to ascertain that the coverage provided by such policies adequately covers those risks intended to be insured by the Association.

- 7.7 *Distribution of Insurance Proceeds by the Association.* In the event the Association is required to distribute any insurance proceeds directly to an Owner for losses to property, any such distribution shall be made jointly payable to the Owner and any First Mortgagee of record, as defined in this Declaration.

## ARTICLE 8 --VARIOUS RIGHTS AND EASEMENTS

- 8.1 *General Provisions.* Each easement created under this Article is for the benefit of the Declarant and all future Unit Owners. Each easement is an easement appurtenant and shall be a burden on each Unit running with the land for the benefit of each other Unit. By acceptance of the deed to a Unit, the Grantee of the deed hereby consents to, accepts, and grants the easements created under this Article.
- 8.2 *Recorded Easements.* The Property shall be subject to all easements as shown on the Map, any Plat of record or as otherwise as set forth and provided for in this Article.
- 8.3 *Ingress, Egress, and Parking.* There is hereby created a non-exclusive easement over the Common Elements and Association Maintenance Area for ingress and egress by vehicular and pedestrian traffic.
- 8.4 *Utility Easements.* The Property shall be subject to all utility easements as set forth in this Article.
- a. *Creation.* There is hereby created easements for ingress and egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to water, sewer, gas, telephone, cable television, internet, electricity, drainage, and fences. Said easements include future utility services not presently available to the Units which may reasonably be required in the future. By virtue of these easements, it shall be expressly permissible for the companies providing utilities to erect and maintain the necessary equipment on any of the Units and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across, and under the roofs and exterior walls of the Improvements, all in a manner customary for such companies in the area surrounding the Property, subject to approval by the Association as to locations.
- b. *Utility Lines.* All utility lines shall be installed and maintained below the ground level or surface of such easements except for such facilities as are required to be above ground by the utility providing such service (including temporary service required during the construction, maintenance, repair, replacement, alteration, or expansion of any buildings or Improvements located in the Project). The easement area shall be no wider than necessary to reasonably satisfy the requirements of a private or public utility, or five (5) feet on each side of the centerline if the easement is granted to a private party. The installation, operation, maintenance, repair, and replacement of such

utility lines shall not unreasonably interfere with the use of the Common Elements or with the normal operation of any business in the Project. The party benefitting shall bear all costs related to the installation, operation, maintenance, repair, and replacement of such utility lines, shall repair to the original specifications any damage to the Common Elements or Units resulting from such use and shall provide as-built plans for all such facilities to the Owners of all Units upon which such utility lines and facilities are located within thirty (30) days after the date of completion of construction of the easement facilities.

- c. *Relocation.* At any time and from time to time the Owner of a Unit shall have the right to relocate on its Unit any utility line installed pursuant to the foregoing grant of easement which is then located on the Unit of such Owner, provided that any such relocation: (i) shall be performed only after sixty (60) days' notice in writing to the Association and to each Unit Owner served by the utility line of the Owner's intention to undertake the relocation; (ii) shall not diminish or unreasonably interfere with utility service to the Units served by the utility line; (iii) shall not reduce or unreasonably impair the usefulness or function of the utility line; (iv) shall be performed without cost or expense to the Owner or occupant of any other Unit or to the Association; (v) shall provide for the original and relocated area to be restored using materials and design standards which equal or exceed those originally used; and (vi) shall not interfere with the business operation of the Owners or occupants served by the utility line. The Owner performing such relocation shall provide as-built plans for all such relocated utility lines to the Association and to the Owners of all Units served by such utility lines within thirty (30) days after the date of completion of such relocation.

8.5 *Drainage Easement.* There is hereby created a nonexclusive easement over and under each Unit for surface water drainage over and through the drainage patterns and storm water drainage systems that are established from time to time in the Project; provided, however, that such easements shall be limited to those areas of the Units that do not interfere with the placement of structures or driveways if the placement of structures or driveways is consistent with the original drainage plan for the Project. Structures or driveways which are configured differently than under the original drainage plan must be placed so as not to impede the Project's drainage patterns and storm water drainage systems.

8.6 *Declarant's Rights Incident to Construction.* Declarant, for itself and its successors and assigns, hereby reserves an easement for construction, utilities, drainage, ingress and egress over, in, upon, under, and across the Common Elements and Units, together with the right to store materials on the Common Elements and Association Maintenance Area, to build and maintain temporary walls, and to make such other use of the Common Elements and Association Maintenance Area as may be reasonably necessary or incident to any construction of the Improvements on the Property or

other real property owned by Declarant or other properties abutting and contiguous to the Property; provided, however, that no such rights shall be exercised by Declarant in a way which unreasonably interferes with the occupancy, use, enjoyment, or access to the Project by the Owners.

- 8.7 *No Merger/ Survival.* Notwithstanding an Owner's ownership of more than one Unit, the easements granted hereunder shall burden and benefit each Unit individually, without merger as a result of such common ownership, and upon conveyance of a Unit so that such Unit ceases to be under common ownership, neither the Owner conveying said Unit nor the Owner acquiring said Unit shall be required to execute additional documentation to evidence the existence of said easements, and said easements shall relate back to and shall be deemed to have been created as of the date this Declaration is recorded in the office of the recorder of Weld County, Colorado. The easements created under this Article shall survive the termination of this Declaration.
- 8.8 *Reservation of Easements, Exceptions and Exclusions.* The Executive Board is hereby granted the right to establish from time to time, by declaration or otherwise, utility and other easements, permits, or licenses over the Common Elements for the best interest of all the Owners and the Executive Board. Each Owner is hereby granted a perpetual non-exclusive right of ingress to and egress from the Owner's Unit over and across the Common Elements, which right shall be appurtenant to the Owner's Unit, and which right shall be subject to limited and reasonable restriction on the use of Common Elements, set forth in writing by the Executive Board.
- 8.9 *Use of Easement Area.* Within reserved easements, as shown on the Map, recorded Plats, or herein reserved, there shall be no structure, tree or shrub planting, or any other material installation which may damage or interfere with the installation or maintenance of utilities such as plumbed gas or water lines, wired electrical, cable television, or telephone utility lines. A Unit Owner shall not alter, inhibit, or change the direction of water flow in drainage channels established in said easements or in any way that discharges drainage onto adjacent Units. The easement area of each Unit and all Improvements in it, including fences, shall be maintained continuously in good repair by the Owner of said Unit, except for those Improvements for which a public utility shall be responsible. It shall be the responsibility of the Unit Owner to notify with due speed the appropriate public utility of any known flaws, defects, or damage to any utility Improvements on said Owner's Unit. Fencing shall be allowed in easement areas only as approved by the Executive Board.
- 8.10 *Emergency Access Easement.* A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons to enter upon the Property in the proper performance of their duties.

**ARTICLE 9 –MAINTENANCE**

- 9.1 *Maintenance by Owners.* Except for maintenance obligations specifically allocated to the Association, it shall be the duty and obligation of each Owner at such Owner's expense to maintain, repair, or replace all portions of such Owner's Unit and any improvements located thereon and any Limited Common Element appurtenant to the Unit. All repairs and maintenance performed by the Owner are subject to the "Use Restrictions" section of this Declaration.
- 9.2 *Owner's Failure to Maintain or Repair.* In the event that a Unit is not properly maintained and repaired, and if the maintenance responsibility for that portion of the Unit lies with the Owner of the Unit, or in the event that the Unit is damaged or destroyed by an event of casualty and the Owner does not take reasonable measures to diligently pursue the repair and reconstruction of those portions of the damaged or destroyed Unit for which the Owner is responsible to substantially the same condition in which they existed prior to the damage or destruction, then the Association, after Notice to the Owner and with the approval of the Executive Board shall have the right to enter upon the Unit to perform such work as is reasonably required to restore the Unit to a condition of good order and repair. All costs incurred by the Association shall be reimbursed to the Association by the Owner of the Unit, upon demand. All un-reimbursed costs shall be a lien upon the Unit until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid Assessment levied in accordance with this Declaration
- 9.3 *Maintenance by Association.* The Association shall be responsible for the maintenance and repair of the Common Elements, and the Association Maintenance Area, unless necessitated by damage caused by the negligence, misuse or tortuous act of an Owner or Owner's Agent, in which case the person or Owner causing the damage shall be responsible. In the event the Association does not maintain or repair the Common Elements or the Association Maintenance Area. Declarant shall have the right, but not the obligation, to do so at the expense of the Association.
- 9.4 *Snow Removal.* The Association shall be responsible for snow removal from the Common Elements and Association Maintenance Area when the Association determines the amount of snow justifies the cost of removal. Each Unit owner shall be responsible for snow removal from their respective Units.
- 9.5 *Maintenance of Landscaping.* Installation and maintenance of Landscaping within the Project shall be subject to the following:
- a. At or promptly following the construction of Improvements on any Unit, Landscaping shall be installed by the Owner of such Unit with a view towards enhancing the Property and the buildings located thereon, to compliment the site and to screen undesirable areas or views, establish acceptable relationships between buildings, other Improvements, parking and other site uses and adjacent Units and to assist in managing site drainage and erosion. All Landscaping requiring regular watering shall be irrigated by an automatic

sprinkler system. Such Landscaping shall, at a minimum, comply with all requirements imposed by the City of Greeley with respect to the Property. All Landscaping shall be undertaken and completed in accordance with a plan submitted to and approved by the Executive Board in accordance with the provisions of this Declaration, and such plan may not be altered, amended or revised without submitting the altered, amended, or revised plan to the Executive Board.

- b. All Landscaping required hereunder or otherwise to be provided on any Unit shall be completed within sixty (60) days after the substantial completion of construction of any buildings to be constructed on the Unit; provided, however, if weather conditions do not at such time permit, then such Landscaping shall be completed as soon thereafter as weather conditions permit.
- c. Each Unit Owner shall be responsible for the maintenance of the Landscaping of their Unit.
- d. In the event an Owner shall fail to timely and properly install or maintain the Landscaping, the Association, after Notice to the Owner and with the approval of the Executive Board, shall have the right to enter upon the Unit to perform such work as is reasonably required or to apply such irrigation as is reasonably required. All costs incurred by the Association shall be reimbursed to the Association by the Owner of the Unit, upon demand. All un-reimbursed costs shall be a lien upon the Unit until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid Assessment levied in accordance with this Declaration.

9.6 *Association Maintenance as Common Expense.* The cost of maintenance and repair by the Association shall be a Common Expense of all of the Owners, to be shared by each Unit Owner according to the allocated interests for each Unit. Damage to the interior or any part of a Unit resulting from the maintenance, repair, or replacement of any of the Common Elements undertaken by the Association shall also be a Common Expense of all of the Owners. Notwithstanding the foregoing, Common Expenses benefitting fewer than all of the Units may, in the discretion of the Executive Board, be assessed exclusively against those Units benefitted.

## ARTICLE 10 --ARCHITECTURAL REVIEW

10.1 *Review.* No buildings, structures, signs, fences, Landscaping or other Improvements shall be constructed, modified or altered unless first approved in writing by the Declarant or its designees while the Declarant owns Units, and thereafter by the Executive Board. During the time the Declarant own a Unit, all references in this Article to the Executive Board shall refer to the Declarant or Declarant's designee(s). The Executive Board shall exercise reasonable judgment to the end that all buildings,

structures, modifications, alterations or additions to the Units conform to and harmonize with existing surroundings and structures. The Executive Board has the absolute right to deny any requested buildings, structures, modifications, alterations or additions. The Executive Board shall have the right to approve or disapprove all builders, contractors and subcontractors. An approval shall not constitute an endorsement of any builder, contractor or subcontractor and the Executive Board shall not, under any circumstances, have any liability or any kind related to the approval or disapproval of a builder, contractor or subcontractor. The Executive Board may adopt design guidelines.

10.2 *Membership of Architectural Review Committee.* The Executive Board may delegate to an individual or committee the rights and responsibilities set forth in this Article. The delegation shall be on such terms and conditions as determined by the Executive Board and may be revoked at any time.

10.3. *Plan Review Procedure.* The Executive Board or Declarant, as applicable, shall have the right to establish such guidelines and procedures as deemed appropriate.

10.4 *Remedies Upon Noncompliance.* If at any time the Executive Board determines an Owner or Applicant is not in compliance with the approved plans, including without limitation the failure to submit plans for approval prior to commencing any onsite work, the Executive Board shall furnish notice of noncompliance to the Owner. Upon such notice, the Owner shall immediately cease all work other than is required to bring the improvements into compliance. If the Owner fails to immediately cease all such work, or fails to bring the improvements into such compliance within a reasonable period of time not exceeding thirty (30) days, the Executive Board shall have all rights and remedies available pursuant to this Declaration, at law or in equity. Such rights and remedies may include one or more of the following:

a. *Injunctive Relief* The Executive Board may seek appropriate injunctive relief in order to compel the owner to cease all work and bring the improvements into compliance or authorizing the Executive Board to undertake all steps and actions, on the Owners behalf and expense, said expense shall be a personal obligation of the Owner and a charge and lien against said Owner's Unit as with assessments as provided herein, necessary in order to bring the improvements into compliance with this Declaration or approved plans, as applicable; and

b. *Damages; Costs; Attorney Fees.* The Executive Board may recover from the Owner all damages, costs and attorneys' fees suffered or incurred in connection with the existence or remedy of any improvements found by a court of competent jurisdiction to be in noncompliance with this Declaration or approved plans, as applicable. Said damages, costs and attorneys' fees shall be a personal obligation of the Owner and a charge and lien against said Owner's Unit as with assessments as provided herein.

10.5 *Authority to Hire, Assess Costs, and Raise Funds.* The Executive Board has the

authority to hire or retain such professionals or other persons as it deems necessary for the purposes described herein. The Executive Board shall also have the power to require the Owner submitting matters to it for approval to pay reasonably necessary costs of the submission prior to their review and as a necessary condition thereof. Any excess funds shall be returned, but the submitting Owner shall remain liable to pay any additional expense(s) if prepayment is insufficient.

- 10.6 *Records.* The Executive Board shall maintain written records of all applications submitted to it and all actions taken thereon.

## **ARTICLE 11- CONDEMNATION, DAMAGE OR DESTRUCTION TO COMMON AREA**

- 11.1 *Damage or Destruction to Common Area.* In the event of damage or destruction to all or a portion of the Common Area due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct or repair the damage, shall be applied by the Association to such reconstruction and repair. If the insurance proceeds with respect to such Common Area damage or destruction are insufficient to repair and reconstruct the damaged or destroyed Common Area, the Association shall present to the Members a notice of special assessment for approval by the membership as provided for in this Declaration. If such assessment is approved, the Association shall levy such assessment and proceed to make such repairs or reconstruction. If such assessment is not approved, the insurance proceeds may be applied in accordance with the wishes of the membership as expressed by the written consent of seventy-five percent (75%) of the Owners other than Declarant, except that the proceeds shall not be distributed to the Owners, unless made jointly payable to Owners and the First Mortgagees of their respective Units, if any. Such assessment shall be due and payable as provided by resolution of the Executive Board, but not sooner than sixty (60) days after written notice thereof. The assessment provided for herein shall be a debt of each Owner and a lien on the Unit, and may be enforced and collected in the same manner as any assessment lien provided for in this Declaration.
- 11.2 *Owner-Caused Damage.* If, due to the act or neglect of an Owner, whether by virtue of the exercise by such Owner of any easement or right granted to him herein or otherwise, loss or damage shall be caused to any property, including the Common Area, and, in the case of damage to property, if such Owner does not promptly repair and restore any such damaged property to the condition it was in prior to such damage at such Owner's sole cost and expense, such Owner shall be liable and responsible for the same except to the extent that such damage or loss is covered by insurance obtained by the Association and the carrier of the insurance has waived its rights of subrogation against such Owner. The amount of such loss or damage may be collected by the Association from such Owner as a Reimbursement Assessment against such Owner, by legal proceedings or otherwise, and such amount shall be secured by a lien on the Unit of such Owner as provided elsewhere in this Declaration for assessments or other charges.



- 11.3 *Condemnation Procedure.* In the event proceedings are initiated by any government or agency thereof, seeking to take by eminent domain the common area, any part thereof or any interest therein, any improvement thereon, or any interest therein, with a value (including loss of value to the balance of the Common Area and improvements thereof), as reasonably determined by the Association in excess of \$10,000, the Association shall give prompt notice thereof, including a description of the part of or interest in the Common Area or improvement thereon sought to be so condemned, to all First Mortgagees, Owners, and to the Declarant. The Association shall have full power and authority to defend in proceedings, pursuant to which the Common Area or any part thereof or any interest therein is relinquished, without giving all First Mortgagees, Members, and Declarant at least fifteen (15) days' prior written notice thereof.

## ARTICLE 12 –MORTGAGEES' RIGHTS

- 12.1 *Notice to Mortgagee.* Each holder of a first deed of trust on any Unit shall, upon written request by such holder to the Board, receive any of the following:
- a. Copies of budgets, notices of assessments, insurance certificates, or any other notices or statements provided under this Declaration by the Association to the Owner of the Unit covered by the deed of trust;
  - b. Any audited or unaudited financial statements of the Association within ninety (90) days following the end of any fiscal year, which are prepared for the Association and distributed to the Owners subject to the limitation that the Association shall not be required to provide an audited financial statement to any owner or mortgagee unless the holder of the first mortgage request either an audited or unaudited financial statement from the Association;
  - c. Copies of notices of meetings of the Owners and the right to be represented at any such meetings by designated representative;
  - d. Notice of the decision of the Owners or the Association to make any material amendment to this Declaration, the Bylaws, or the Articles of Incorporation of the Association;
  - e. Notice of substantial damage to or destruction of any Building or Unit, or any part of the Common Area;
  - f. Notice of commencement of any condemnation or eminent domain proceedings with respect to any part of the Common Area or any Unit within the Project;
  - g. Notice of any default of the holder's Owner which is not cured by the Owner within thirty (30) days after the giving of notice by the Association to the Owner of the existence of the default;

- h. The right to examine the books and records of the Association at any reasonable time;
- i. Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

12.2 *Rights of First Mortgagees to Pay Assessments, etc.* Any First Mortgagee of a Unit within the Project may jointly or severally pay any tax or other charge which is in default and which may have become a charge or a lien against any common property of the Association, and any First Mortgagee may jointly or severally pay any overdue premium on hazard insurance policies or secure new hazard insurance coverage on the lapse of any such policy upon any common area of the Association, and any First Mortgagee(s) making such payments shall be entitled to immediate reimbursement therefor from the Association.

### ARTICLE 13 --RIGHTS RESERVED BY DECLARANT

13.1 *Special Declarant Rights.* Declarant hereby reserves the right from time to time until ten (10) years after recording of this Declaration, to perform the acts and exercise the rights hereinafter specified (the "Special Declarant Rights"). Declarant's Special Declarant Rights include the following:

- a. *Completion of Improvements.* The right to complete improvements indicated on Plats filed by the Declarant.
- b. *Exercise of Development Rights.* The right to exercise any Development Right reserved in this Declaration.
- c. *Sales Management and Marketing.* The right to maintain sales offices, management offices, signs advertising the Project and models.
- d. *Construction Easements.* The right to use easements through the Common Elements for the purpose of making improvements within the project or within real estate which may be added to the Project.
- e. *Merger.* The right to merge or consolidate the Project with another project of the same form of ownership.
- f. *Control of Association and Executive Board.* The right to appoint or remove any officer of the Association or any Executive Board member during the Period of Declarant Control.
- g. *Amendment of Declaration.* The right to amend this Declaration in connection with the exercise of any Development Rights.
- h. *Amendment of Plat.* The right to amend the Plat in connection with the

exercise of any Development Rights.

13.2 *Additional Reserved Rights.* In addition to the Special Declarant Rights set forth in 12.1 above, Declarant also reserves the following additional rights (the "Additional Reserved Rights"), none of which shall be deemed obligations of the Declarant:

- a. *Dedications.* The right to establish from time to time, by dedication or otherwise, utility and other easements for purposes, including but not limited to, streets, paths, walkways, drainage, recreation areas, parking areas and conduit installation areas and to create other reservations, exceptions and exclusions for the benefit of and to serve the Unit Owners within the Project.
- b. *Use Agreements.* The right to enter into, establish, execute, amend and otherwise deal with contracts and agreements for the use, lease, repair, maintenance or regulation of parking, and future Limited Common Elements pursuant to this Declaration, which may or may not be a part of the Project for the benefit of the Unit Owners and/or the Association.
- c. *Future Common Elements.* Upon future subdivision of any Unit and/or upon inclusion of any Expansion Property within the Project, and upon the creation of additional Units by such acts, the Declarant reserves the right to allocate any areas not necessary for or included in such additional Units as Common Elements.
- d. *Future Limited Common Elements.* The Declarant reserves the right to allocate any area which constitutes a part of the Common Elements as Limited Common Elements for the exclusive use of the Owners of Units to which these Limited Common Elements may become appurtenant. The Declarant may assign such Common Elements as Limited Common Elements (i) by making such an allocation in a recorded instrument or (ii) by recording an appropriate amendment or supplement to this Declaration. Such allocations by the Declarant may be to Units owned by the Declarant. Subsequent to the Declarant control period, the right of allocation pursuant to this shall pass from the Declarant to the Executive Board, and the Declarant may not thereafter exercise such right.
- e. *Other Rights.* The right to exercise any Additional Reserved Rights created by any other provision of this Declaration.

13.3 *Rights Transferrable.* Any Special Declarant Right or Additional Reserved Right created or reserved under this Article for the benefit of Declarant may be transferred to any Person by an instrument describing the rights transferred and recorded in Weld County. Such instrument shall be executed by the transferor Declarant and the transferee.

- 13.4 *Development and Withdrawal Rights.* Declarant expressly reserves the right to expand the Project to include any or all of Expansion Property described or set forth in Exhibit C to this Declaration and not otherwise already a part of the Project. All such real property is hereby designated as reserved for future development and may be caused to be subject to the effects of this Declaration. Declarant expressly reserves the right to withdraw all or any portion of the Property from the Project by recording a document evidencing such withdrawal in the office of the Clerk and Recorder of Weld County; provided, however, that no portion of the Property to be withdrawn has been conveyed to a Purchaser.
- 13.5 *Construction Easement.* Declarant expressly reserves the right to perform warranty work, repairs, construction work, and to store materials in secure areas on Units and Common Elements, and the future right to control such work and repairs, and the right of access thereto, until its completion. All work may be performed by Declarant without the consent or approval of any Unit Owner or Mortgagee. Declarant has any easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations and exercising Declarant's reserved rights in this Declaration. Such easement includes the right to construct underground utility lines, pipes, wires, conduits and other facilities across the land not designated as reserved for future expansion in this Declaration, or on the Plat for the purpose of furnishing utility and other services to buildings and improvements to be constructed on the property so reserved for future development. Declarant's reserved construction easement includes the right to grant easements to public utility companies and to convey improvements within those easements anywhere in the Common Elements not occupied by an improvement containing Units.
- 13.6 *Reciprocal Easements.* If property is withdrawn from the Project ("Withdrawn Property"):
- a. The Owner(s) of the Withdrawn Property shall have whatever easements are necessary or desirable, if any, for access, utility service, repair, maintenance and emergencies over and across the Project; and
  - b. The Owner(s) in the Project shall have whatever easements are necessary or desirable, if any, for access, utility service, repair, maintenance and emergencies over and across the Withdrawn Property.
  - c. Declarant shall prepare and record in the office of the Clerk and Recorder of Weld County whatever documents are necessary to evidence such easements. Such recorded easement(s) shall specify that the Owners of the Withdrawn Property, and the Owners in the Project shall be obligated to pay a proportionate share of the cost of the operation and maintenance of any easements utilized by either one of them on the other's property upon such reasonable basis as the Declarants shall establish in the easement(s). Preparation and recordation by Declarant of an easement pursuant to this shall conclusively determine the existence, location and extent of the reciprocal

easements that are necessary or desirable as contemplated by this Declaration.

#### **ARTICLE 14 --DURATION OF COVENANTS AND AMENDMENT**

- 14.1 *Term.* The covenants and restrictions of this Declaration shall run in perpetuity, unless an instrument is signed revoking or terminating the Project pursuant to the provisions of this Declaration.
- 14.2 *Amendment.* Except in cases of amendments that may be executed by the Declarant or the Association, this Declaration, or any provision of it, may be amended only by Owners holding not less than sixty-seven percent (67%) of the votes possible to be cast under this Declaration at a meeting of the Owners called for that purpose.
- 14.3 *Declarant Rights.* Provisions in this Declaration reserving or creating Declarant Rights may not be amended without the consent of Declarant. The Declarant may amend this Declaration to comply with the requirements, standards or guidelines of secondary mortgage markets, government agencies and lenders.
- 14.4 *Execution of Amendments.* Any amendment must be executed by the President of the Association and recorded, and approval of such amendment may be shown by attaching a certificate of the Secretary of the Association to the recorded instrument certifying the approval of a sufficient number of Owners of the amendment. Notwithstanding the foregoing, Declarant, acting alone, reserves the right and power to modify and amend this Declaration and the Plat to the fullest extent permitted under this Declaration.
- 14.5 *Revocation.* This Declaration shall not be revoked nor shall the regime created hereby be terminated (except as provided above regarding total destruction and/or total condemnation), without the consent of the Owners holding not less than sixty-seven percent (67%) of the votes possible to be cast under this Declaration, evidenced by a written instrument duly recorded with the Clerk and Recorder.

#### **ARTICLE 15 -- GENERAL PROVISIONS**


- 15.1 *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.
- 15.2 *Severability.* Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect or limit any other provisions which shall remain in full force and effect.
- 15.3 *Claims.* No claim or cause of action shall accrue in favor of any person in the event

of the invalidity of any provision of this Declaration or for failure of the Association or Declarant to enforce any provision hereof. This may be pleaded as a full bar to the maintenance of any suit, action, or arbitration brought in violation of this provision.

- 15.4 *Waiver.* No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- 15.5 *Conflicts of Provisions.* In case of any conflict between this Declaration, the Articles of Incorporation or Bylaws of the Association, this Declaration shall control. In case of a conflict between the Articles of Incorporation and Bylaws of the Association, the Articles of Incorporation shall control.
- 15.6 *Owners Right to Examine.* Each Owner shall have a right to examine the books and records of the Association at any reasonable time.
- 15.7 *Registration by Owner of Mailing Address.* Each Owner shall register a mailing address with the Association, and except for monthly statements and other routine notices, all other notices or demands intended to be served upon an Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices, demand, or other notices intended to be served upon the Executive Board of the Association shall be sent by certified mail, postage prepaid, to the office of the Association at such address as is identified by the Association in writing to each Owner.
- 15.8 *No Representations or Warranties.* No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by the Declarant or its agents and employees, in connection with any portion of the community, or any Improvement, or their physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in writing.
- 15.9 *Disclaimer Regarding Safety.* DECLARANT AND THE ASSOCIATION HEREBY DISCLAIMS ANY OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE COMMUNITY. BY ACCEPTING A DEED TO PROPERTY WITHIN THE COMMUNITY, EACH OWNER ACKNOWLEDGES THAT DECLARANT AND THE ASSOCIATION ARE ONLY OBLIGATED TO DO THOSE ACTS SPECIFICALLY ENUMERATED HEREIN, OR IN THE ARTICLES OF INCORPORATION, BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION, AND ARE NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE COMMUNITY.

DECLARANT:

NBH BANK, NATIONAL ASSOCIATION


  
 \_\_\_\_\_  
 By: Jim Neill  
 Its: Vice President – Special Assets Manager

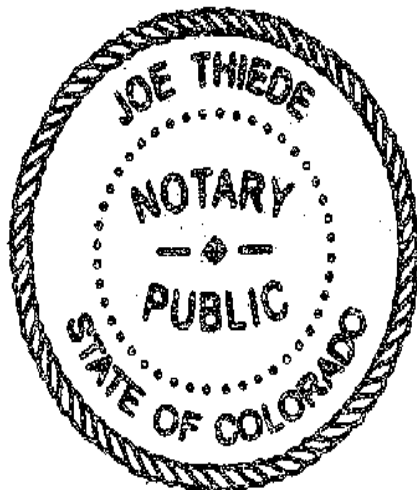
STATE OF COLORADO )  
 )ss  
 CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of January, 2013, by Jim Neill, as Vice President – Special Assets Manager of NBH Bank, National Association.

Witness my Hand and Official Seal.

My Commission Expires: 7-1-2014

  
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 Notary Public

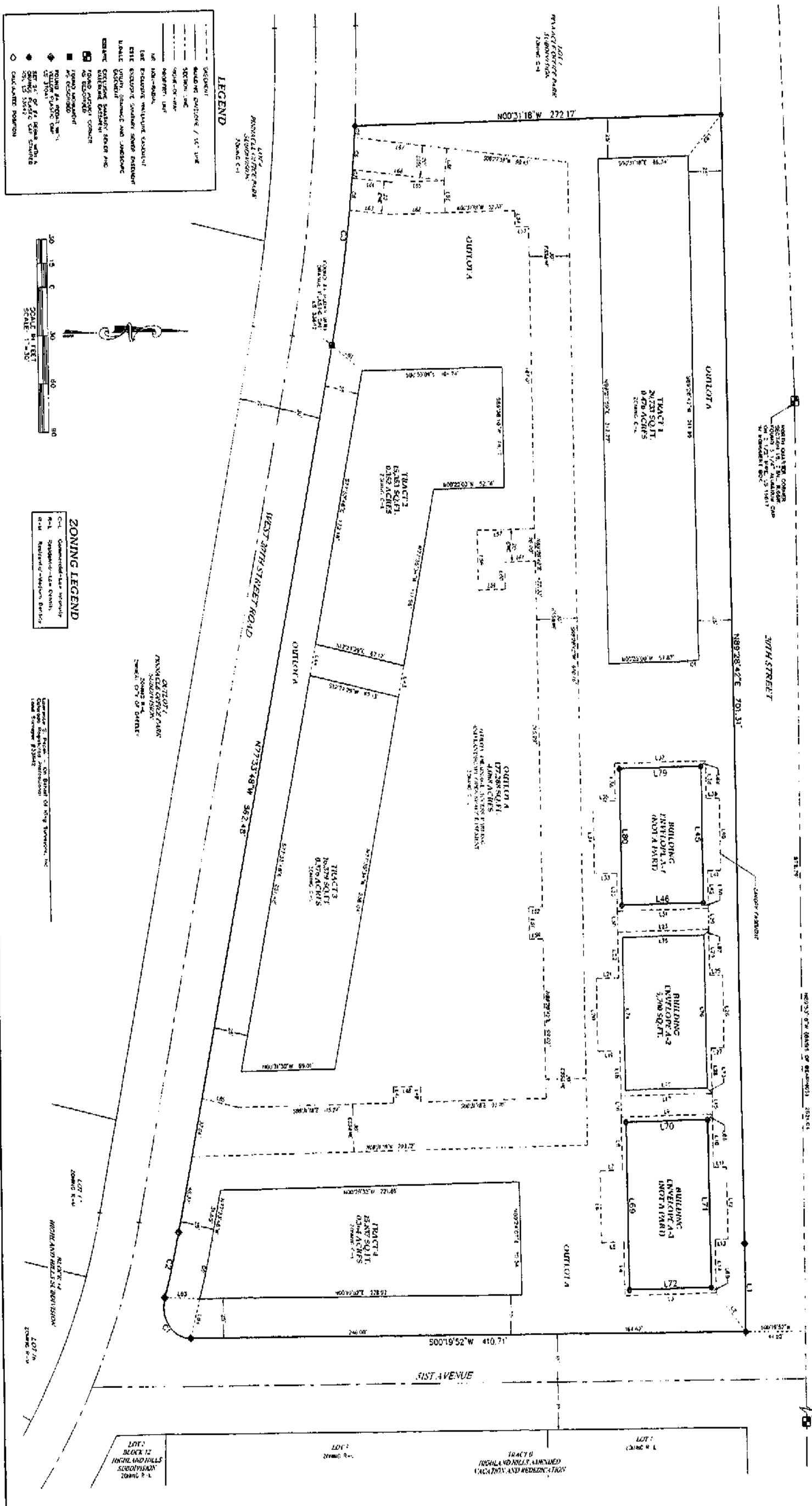


**EXHIBIT A**  
**MAP**



# SECOND REPLAT OF PINNACLE OFFICE PARK SUBDIVISION

Being A Replat of Lot 2, Pinnacle Office Park Subdivision, Lot 3 And Building Envelope A-2, First Replat Of Lot Three, Pinnacle Office Park Subdivision,  
 Located In The North Half Of Section 15, Township 5 North, Range 66 West Of The 6th P.M.,  
 City Of Greeley, County Of Weld, State Of Colorado



<b>2</b> SHEET 2 OF 2	PROJECT # 2012480 2ND REPLAT OF PINNACLE OFFICE PARK SUBDIVISION FOR NBH BANK, NATIONAL ASSOCIATION 7900 E 1ST AVENUE DENVER, CO 80230	REVISIONS: REVISED PER COMMENTS REVISED PER COMMENTS	DATE: 1/17/2013	KING SURVEYORS, INC. 650 E. Garden Drive   Windsor, Colorado 80550 phone: (970) 686-5011   fax: (970) 686-5821	DATE: 10/04/2012 TITLE: 2012480SUB SCALE: 1"=30' DRAWN BY: CSK CHECKED BY: LSP
		2ND REPLAT OF PINNACLE OFFICE PARK SUBDIVISION FOR NBH BANK, NATIONAL ASSOCIATION 7900 E 1ST AVENUE DENVER, CO 80230			

**EXHIBIT B**  
**PROPERTY SUBJECT TO DECLARATION**

TRACT 1, TRACT 2, TRACT 3, TRACT 4, BUILDING ENVELOPE A-2, AND OUTLOT A, SECOND REPLAT OF PINNACLE OFFICE PARK SUBDIVISION, BEING A REPLAT OF LOT 2, PINNACLE OFFICE PARK SUBIDIVISION, LOT 3 AND BUILDING ENVELOPE A-2, FIRST REPLAT OF LOT 3, PINNACLE OFFICE PARK SUBDIVISION, LOCATED IN THE NORTH HALF OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE 6<sup>TH</sup> P.M., CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO.

**EXHIBIT C**  
**EXPANSION PROPERTY**

BUILDING ENVELOPE A-1, PINNACLE OFFICE PARK SUBDIVISION, BEING A REPLAT OF LOTS 18-23, BLOCK 14, LOTS 5-24, BLOCK 15, HIGHLAND HILLS SUBDIVISION, LOTS 1-3, TRACT A, HIGHLAND HILLS AMENDED VACATION AND REDEDICATION, AND A PART OF WEST 20<sup>TH</sup> STREET ROAD, CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO;

LOT 4, PINNACLE OFFICE PARK SUBDIVISION, BEING A REPLAT OF LOTS 18-23, BLOCK 14, LOTS 5-24, BLOCK 15, HIGHLAND HILLS SUBDIVISION, LOTS 1-3, TRACT A, HIGHLAND HILLS AMENDED VACATION AND REDEDICATION, AND A PART OF WEST 20<sup>TH</sup> STREET ROAD, CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO;

BUILDING ENVELOPE A-3, FIRST REPLAT OF LOT THREE, PINNACLE OFFICE PARK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE 6<sup>TH</sup> P.M., CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO;

LOTS 16 AND 17, BLOCK 14, HIGHLAND HILLS SUBDIVISION, CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO.