

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTSFOR HILAND TOWNHOMES

This Declaration is made on the date hereinafter set forth by R/E DEVELOPMENT, INC., ROGER E. AMUNDSON and ERROL L. FISHER, herein jointly referred to as "Declarant".

WHEREAS, Declarant, or one of them, is the owner of certain property in the County of Weld, State of Colorado, which is more particularly described as Lots Nine (9), Ten (10), and Eighteen (18), of Block Six (6), and Lot Ten (10), Block Five (5), Hiland Knolls Subdivision of the City of Greeley, and

WHEREAS, Declarant has or will construct certain improvements on the property herein described and thereafter shall sell, convey, and dispose of all of the property above described, from time to time, and Declarant desires to subject such property to the protective restrictions, conditions and charges, all of which are hereinafter set forth to the end that harmonious and attractive development of the property will be accomplished and that the health, safety, comfort, convenience and general welfare of the owners of the property may be promoted and safeguarded.

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

ARTICLE IDefinitions

Section 1. "Association" shall mean and refer to the Hiland Townhomes Homeowners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot or parcel which is part of the properties, including contract sellers but excluding those having interests merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinabove described and such additions thereto as hereafter may be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer, with regard to said Lot 18, a plot of land, the boundaries of which are described on Exhibit "A" attached hereto and incorporated herein by reference. With regard to said Lots 9 and 10 of said Block 6 and Lot 10 of said Block 5, a Lot shall mean and refer to a plot of land, the boundaries of which will be described on an instrument recorded in the Office of the Weld County Clerk and Recorder, referring to this Declaration.

Section 5. "Declarant" shall mean and refer to R/E Development, Inc., Roger E. Amundson and Errol L. Fisher, their successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

Party Walls

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

Section 2. Permission for Encroachment. To the extent that the party walls as defined herein, encroach upon the lots of any person, permission is granted for such encroachment.

Section 3.

(a) Singular Negligent Damage or Destruction. Should such party wall be damaged or destroyed solely by the intention of tortious act or negligence of an owner, the party wall shall be rebuilt or repaired at the expense of such owner who shall compensate the other owner sharing such party wall for any damages to the property of such other party.

(b) Other Damage or Destruction. If a party wall is damaged or destroyed by fire or other casualty resulting from any cause other than as described in Section 4(a), immediately above, the wall shall be repaired or rebuilt at their joint and equal expense, provided that any sum received from insurance against such damage or destruction shall be first applied to such repair or restoration and provided further that nothing herein shall limit the right of any owner to recover a larger contribution from any other owner or person under any rule of law, including comparative negligence, for negligent or willful acts or omissions.

Section 4. Repairing or Rebuilding. If it becomes necessary or desirable to repair or rebuild the whole or any part of any party wall, the repairing or rebuilding expense shall be borne equally by the parties sharing such wall, or by their heirs and assigns who shall at the time of repair or rebuilding be using it, in proportion to the extent of their use. Any repairing or rebuilding of a party wall shall be on the same location, and of the same size, as the original wall or portion thereof, as nearly as reasonably practicable, and of the same or similar material and of the same quality that was used in the original wall or portion thereof.

Section 5. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 6. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 7. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE III

Membership and Voting Rights

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

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each lot owned. As additional properties are annexed and become subject to this Declaration in accordance with the provisions of Section 4(b) of Article VIII hereof, the Declarant shall be entitled to Class B votes with respect to each lot so annexed. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) On December 31, 1986.

ARTICLE IV

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association annual assessments or charges, such assessments to be established and collected as hereinafter provided. The annual assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. Their personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair of a lot or the

improvements thereon is caused through the willful or negligent act of its owner, or through the willful or negligent act of a member of the family, guest or invitee of the owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the properties and shall include exterior maintenance, and if so determined by the Association, hazard insurance, water and sewer charges and trash removal.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be \$ 35.00, per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than 20% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum assessment may be increased above 20% by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Notice and Quorum for any Action Authorized under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Annual assessments must be fixed at a uniform rate for all lots and may be collected on a yearly, quarterly or monthly basis as the Board of Directors may determine. Declarant shall be liable to pay annual assessments upon those lots used as show homes, construction offices and supplies only.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The assessments provided for herein shall commence as to each lot on the date of conveyance of such lot, and each owner shall pay in advance, at the time of closing a prorated amount of the annual assessment from the date of conveyance to the first day of the following year. Thereafter, the full annual assessment will be due the first day of each subsequent year. Declarant shall hold such advance payment for the uses specified in Article IV, Section 2 hereof, and shall pay any balance of such advance payment to the Association at the time the operation of the project is turned over to the Association. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice

of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen (18) percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or Deed of Trust. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or foreclosure of Deed of Trust or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

Architectural Control

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein including painting be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The provisions of this Article shall not be applicable to Declarant with respect to any new construction by Declarant.

ARTICLE VI

Use Restrictions

(a) Each and every one of said lots shall be used for private family residence purposes only. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any portion of the premises at any time as a residence either temporarily or permanently, except that Declarant may maintain a temporary building for construction purposes.

(b) No room or rooms in any residence or parts thereof may be rented or leased and no paying guests shall be quartered in any residence. Nothing contained in this Section, however, shall be construed as preventing the renting or leasing of an

entire residence as a single unit to a single family. No business or profession prohibited by zoning laws shall be conducted upon the premises, and no exterior signs of any nature may be shown or displayed with respect to any lawful business or profession.

(c) Every principal residence constructed on a lot shall have not less than 900 square feet of floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, basements, garages or carports) and shall have a garage or carport of sufficient size to house not less than one car; further, each such residence shall provide for off-street parking for at least one car, excluding the space in the garage or carport. If a residence of more than one story is constructed, then the main floor shall have not less than 400 square feet of floor area devoted to living space. No camper, trailer or boat may be parked in the street and the parking of such vehicle off-street shall be in a manner reasonably shielding it from the view from the street and neighboring lots consistent with the planting and fencing regulations. In no case shall there be off-street parking for cars except in a driveway.

(d) No wall or fence except a decorative wood, stone or brick fence not exceeding six feet in height measured from the adjoining ground surface inside the fence, may be erected or maintained on any lot, except in connection with recreational facilities. Any rock retaining walls shall be maintained by the Owner of the property below the walls. Boundary planting along any lot lines, except trees with single trunks, shall not be permitted to grow higher than six (6) feet. No walls, fences or hedges will be permitted on the street frontage within fifteen (15) feet of front property line, except for needed retaining walls.

(e) Any building placed, erected or maintained upon any lot in the tract shall be entirely constructed thereon, and the same shall not nor shall any part thereof be moved or placed thereon from elsewhere. No portion of any building shall be placed nearer to any lot line or street than the original buildings constructed on the premises, while such original buildings exist.

(f) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

(g) No advertising sign (except one of not more than five square feet "For Rent" or "For Sale" sign per parcel), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on the premises, nor shall the premises be used in anyway or for any purpose which may endanger the health or unreasonably disturb the Owner of any lot or any resident thereof. Provided, further, however, the foregoing covenants shall not apply to the business activities, signs and billboards, or the construction and maintenance of buildings, if any, of the Declarant, its agents and assigns during a construction period, and of the Association, its successors and assigns, in furtherance of its powers and purposes as hereinafter set forth.

(h) All clotheslines, equipment, garbage cans, service yards, wood piles or storage piles shall be kept screened by adequate planting or fencing as herein permitted so as to conceal them from view of neighboring lots and street. All rubbish, trash or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

(i) No exterior television or radio antennas of any sort shall be placed, allowed or maintained upon the premises or any portion of the improvements to be located upon the premises, nor upon any structure situated upon said real property, except as

may be approved, in writing, by the Board of Directors of the Association.

(j) No elevated or exposed tanks or other storage equipment or shed may be located on the premises.

(k) No air conditioners, coolers, solar units or other equipment may be located upon any roof or exterior wall that would be visible from any street or at any lot line, without written approval of the Board of Directors of the Association.

(l) Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of the adjacent property.

(m) No oil or gas exploration, drilling, producing or refining operations and no mining operations of any kind shall be permitted upon or in any Lot and no equipment associated with such activities will be allowed on any Lot at any time.

ARTICLE VII

Easements

The easements over and across the properties shall be those shown or provided for upon the recorded plat referenced to in Article I, Section 4 and any other subsequent platted properties which are annexed hereunder, and such other easements as may be established pursuant to the provisions of this Declaration of Protective and Restrictive Covenants. Declarant reserves unto itself and its successors for a period of six (6) years from the date hereof, easements, without further consent, to construct, use and abandon drainage easements and utilities under, over and across any property, including but not limited to, individually platted or unplatted lots. Declarant may abandon such easements without in any way being obligated to remove the utilities installed therein.

ARTICLE VIII

General Provisions

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five (75) percent of the Lot Owners. Any amendment must

be recorded by the Weld County Clerk and Recorder.

Section 4. Annexation.

(a) Additional residential property may be annexed to the properties with the consent of two-thirds (2/3rds) of each class of members.

(b) Additional land within Hiland Knolls Subdivision, City of Greeley, Weld County, Colorado, may be annexed to the properties by the Declarant without the consent of members within six (6) years of the date of this instrument.


Section 5. Reports and Records. The Association shall furnish such reports and records, and make available the Association books, to any governmental agency requesting the same in connection with any loans of the agency secured by one or more lots in the properties.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Protective and Restrictive Covenants.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed the above this 24th day of February, 1984.

R/E DEVELOPMENT, INC.

ATTEST:

 [Signature]
Secretary
Subscribed and sworn to before me this 24th day of February, 1984 by Errol L. Fisher, as President, and Roger E. Amundson, as Secretary, of R/E Development, Inc.

By [Signature]
(President)
[Signature]
(Errol L. Fisher, Individually)

My commission expires: 2-17-88

[Signature]
Notary Public
Suite 550, Greeley National Plaza
Greeley, CO 80631-3994

KNOW ALL MEN BY THESE PRESENTS, that the Union Colony Bank, as lienholder on the subject property has examined the provisions of the original Condominium Declaration, and does hereby expressly consent to and ratify the terms and conditions contained in the instrument.



UNION COLONY BANK
By [Signature]
-8-

W 9 7 3-E

EXHIBIT "A"

Lot boundaries for purposes of Article I, Section 4 for Lot Eighteen (18), Block Six (6), Hiland Knolls Subdivision.

The five lots in said Lot 18 are as follows:

First Lot:

The West 38.94 feet of Lot Eighteen (18), Block Six (6), Hiland Knolls Subdivision, Weld County, Colorado.

Second Lot:

The West 24.02 feet of the East 111.06 feet of Lot Eighteen (18), Block Six (6), Hiland Knolls Subdivision, Weld County, Colorado.

Third Lot:

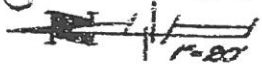
The West 23.96 feet of the East 87.04 feet of Lot Eighteen (18), Block Six (6), Hiland Knolls Subdivision, Weld County, Colorado.

Fourth Lot:

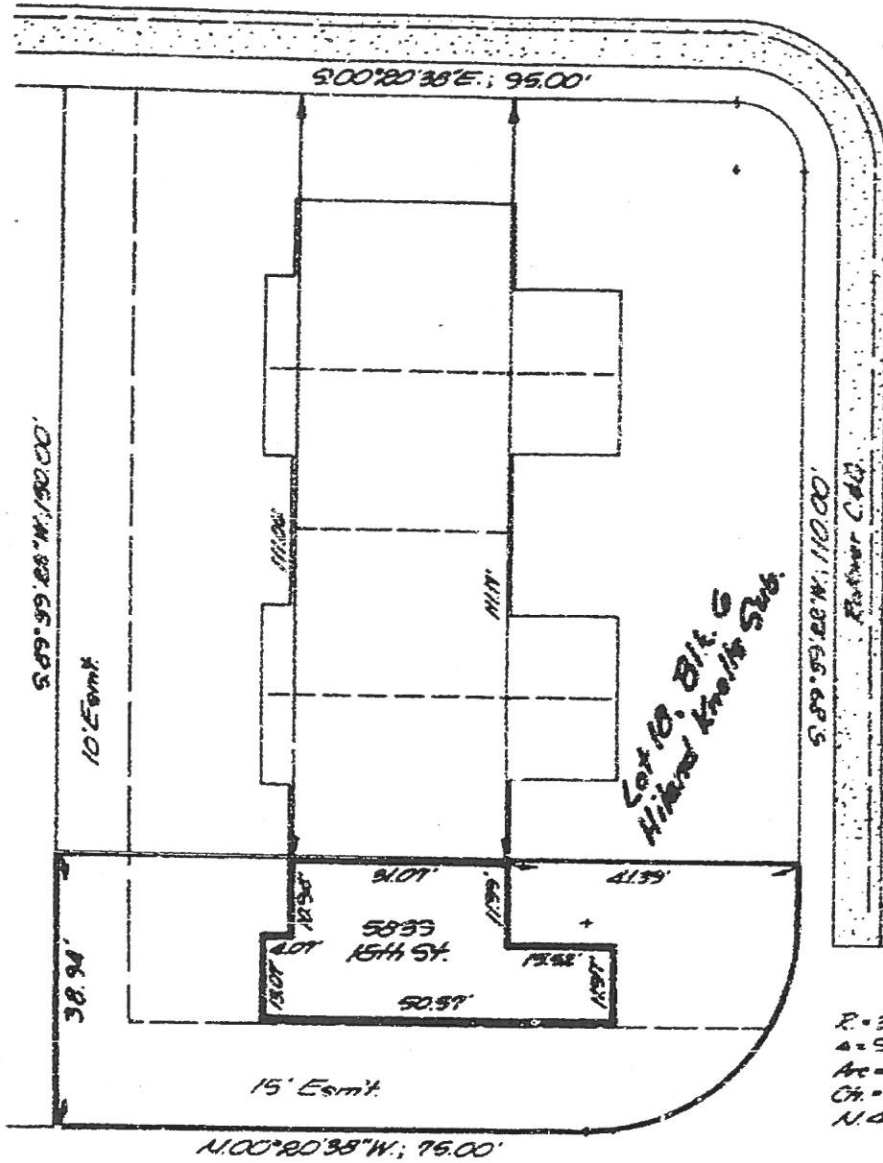
The West 23.96 feet of the East 63.08 feet of Lot Eighteen (18), Block Six (6), Hiland Knolls Subdivision, Weld County, Colorado.

Fifth Lot:

The East 39.12 feet of Lot Eighteen (18), Block Six (6), Hiland Knolls Subdivision, Weld County, Colorado.



58th AVE. CT.



R=10.00'
 A=90.00'
 Arc=15.71'
 Ch=12.12'
 S.42°39'22\"/>

R=30.00'
 A=90°00'00"
 Arc=27.12'
 Ch=42.43'
 N.45°50'38\"/>

59th AVE.

LEGAL DESCRIPTION

THE WEST 38.94 FEET OF LOT 18, BLOCK G,
 HILAND KNOLLS SUBDIVISION, WELD COUNTY,
 COLORADO

Project No. 8829

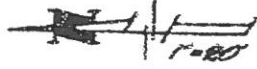
PREPARED BY: NORTON UNDERWOOD AND LAMB INC

SURVEYOR'S CERTIFICATE

I CERTIFY THAT A FIELD SURVEY WAS CONDUCTED UNDER MY SUPERVISION ON THIS DATE OF THE ABOVE DESCRIBED PROPERTY AND THAT ALL BUILDING IMPROVEMENTS EASEMENTS RIGHTS OF WAY IN EVIDENCE OR KNOWN TO ME ARE CORRECTLY SHOWN ON THE ABOVE PLAT. I FURTHER CERTIFY THAT THERE ARE NO ENCROACHMENTS BY OR ON THIS PROPERTY EXCEPT AS SHOWN ON THIS PLAT. THIS PLAT SHOULD NOT BE USED FOR LOCATION OF FUTURE PERMANENT IMPROVEMENTS.

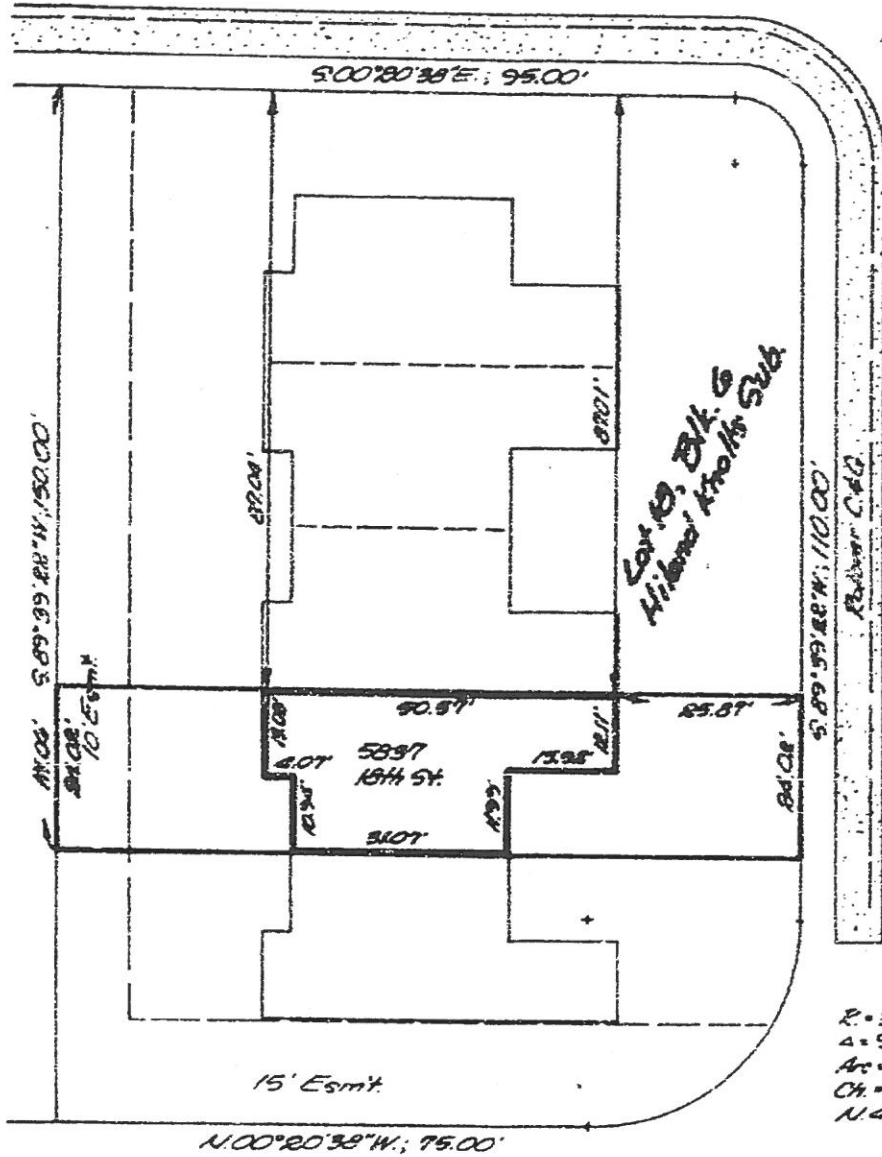
Richard D. Lamb
 RICHARD D. LAMB, COLORADO

DATE OF SURVEY
 MARCH 7, 1983
 REVISED
 JUNE 18, 1984



58th AVE. CT.

R=10.00'
 A=90.00'
 Arc=15.71'
 Ch=14.11'
 S.44°59.88"W



Lot 18, Blk. 6
 Highland Knolls Sub.

18th ST.

R=30.00'
 A=90°00'00"
 Arc=47.12'
 Ch=42.43'
 N.45°20'38\"/>

59th AVE.

LEGAL DESCRIPTION

THE WEST 25.02 FEET OF THE EAST 111.06 FEET OF LOT 18, BLOCK 6, HILAND KNOLLS SUBDIVISION, WELD COUNTY, COLORADO

Project No. 0325

PREPARED BY NORTON UNDERWOOD AND LAMB INC

SURVEYOR'S CERTIFICATE

I CERTIFY THAT A FIELD SURVEY WAS CONDUCTED UNDER MY SUPERVISION ON THIS DATE OF THE ABOVE DESCRIBED PROPERTY AND THAT ALL BUILDING IMPROVEMENTS EASEMENTS RIGHTS OF WAY IN EVIDENCE OR KNOWN TO ME ARE CORRECTLY SHOWN ON THE ABOVE PLAT I FURTHER CERTIFY THAT THERE ARE NO ENCROACHMENTS BY OR ON THIS PROPERTY EXCEPT AS SHOWN ON THIS PLAT THIS PLAT SHOULD NOT BE USED FOR LOCATION OF FUTURE PERMANENT IMPROVEMENTS

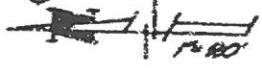
DATE OF SURVEY

MARCH 7, 1983

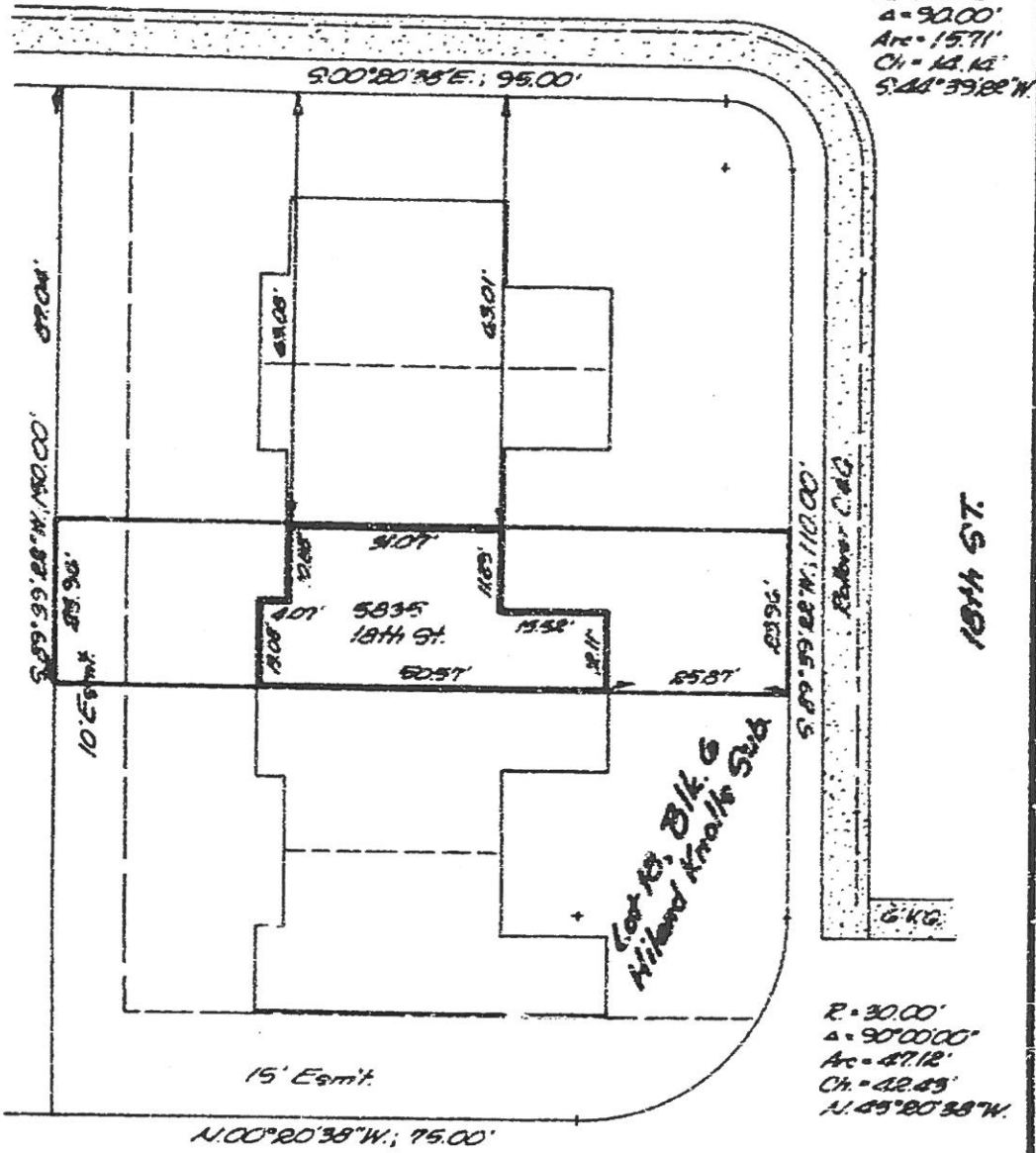
REVISED

Richard D. Lamb
 RICHARD D. LAMB, COLORADO REG. &





58th AVE. CT.



59th AVE.

LEGAL DESCRIPTION

THE WEST 23.36 FEET OF THE EAST 57.04 FEET OF LOT 18, BLOCK 6, HILAND KNOLLS SUBDIVISION, WELD COUNTY, COLORADO

Project No. 0303

PREPARED BY: NORTON UNDERWOOD AND LAMB, INC

SURVEYOR'S CERTIFICATE

I CERTIFY THAT A FIELD SURVEY WAS CONDUCTED UNDER MY SUPERVISION ON THIS DATE OF THE ABOVE DESCRIBED PROPERTY AND THAT ALL BUILDING IMPROVEMENTS, EASEMENTS, RIGHTS OF WAY IN EVIDENCE OR KNOWN TO ME ARE CORRECTLY SHOWN ON THE ABOVE PLAT. I FURTHER CERTIFY THAT THERE ARE NO ENCROACHMENTS BY OR ON THIS PROPERTY EXCEPT AS SHOWN ON THIS PLAT. THIS PLAT SHOULD NOT BE USED FOR LOCATION OF FUTURE PERMANENT IMPROVEMENTS.

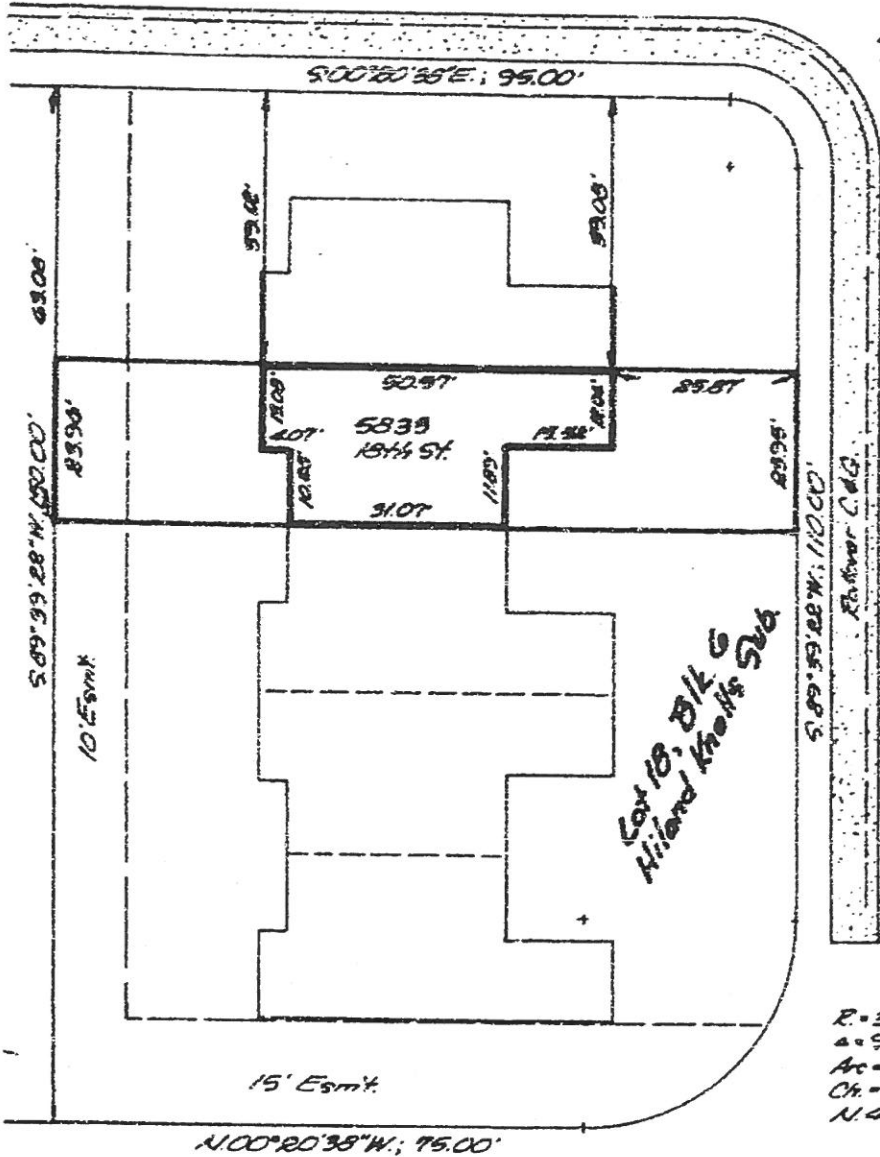
Richard D. Lamb
 RICHARD D. LAMB, COLORADO P.E. &

DATE OF SURVEY
 MARCH 7, 1983

REVISED



58th AVE. CT.



R=10.00'
 A=90.00'
 Arc=15.71'
 Ch=12.12'
 S. 44° 39.88' W.

R=30.00'
 A=90°00'00"
 Arc=47.12'
 Ch=42.43'
 N. 05° 20' 38" W.

59th AVE.

LEGAL DESCRIPTION

THE WEST 23.96 FEET OF THE EAST 63.08 FEET OF LOT 18, BLOCK 6, HILAND KNOLLS SUBDIVISION, WELD COUNTY, COLORADO

Project No. 8329

PREPARED BY: NORTON UNDERWOOD AND LAMB INC

SURVEYOR'S CERTIFICATE

I CERTIFY THAT A FIELD SURVEY WAS CONDUCTED UNDER MY SUPERVISION ON THIS DATE OF THE ABOVE DESCRIBED PROPERTY AND THAT ALL BUILDING IMPROVEMENTS EASEMENTS RIGHTS OF WAY IN EVIDENCE OR KNOWN TO ME ARE CORRECTLY SHOWN ON THE ABOVE PLAT I FURTHER CERTIFY THAT THERE ARE NO ENCROACHMENTS BY OR ON THIS PROPERTY EXCEPT AS SHOWN ON THIS PLAT THIS PLAT SHOULD NOT BE USED FOR LOCATION OF FUTURE PERMANENT IMPROVEMENTS

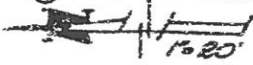
Richard D Lamb

RICHARD D LAMB, COLORADO P.E. & S.

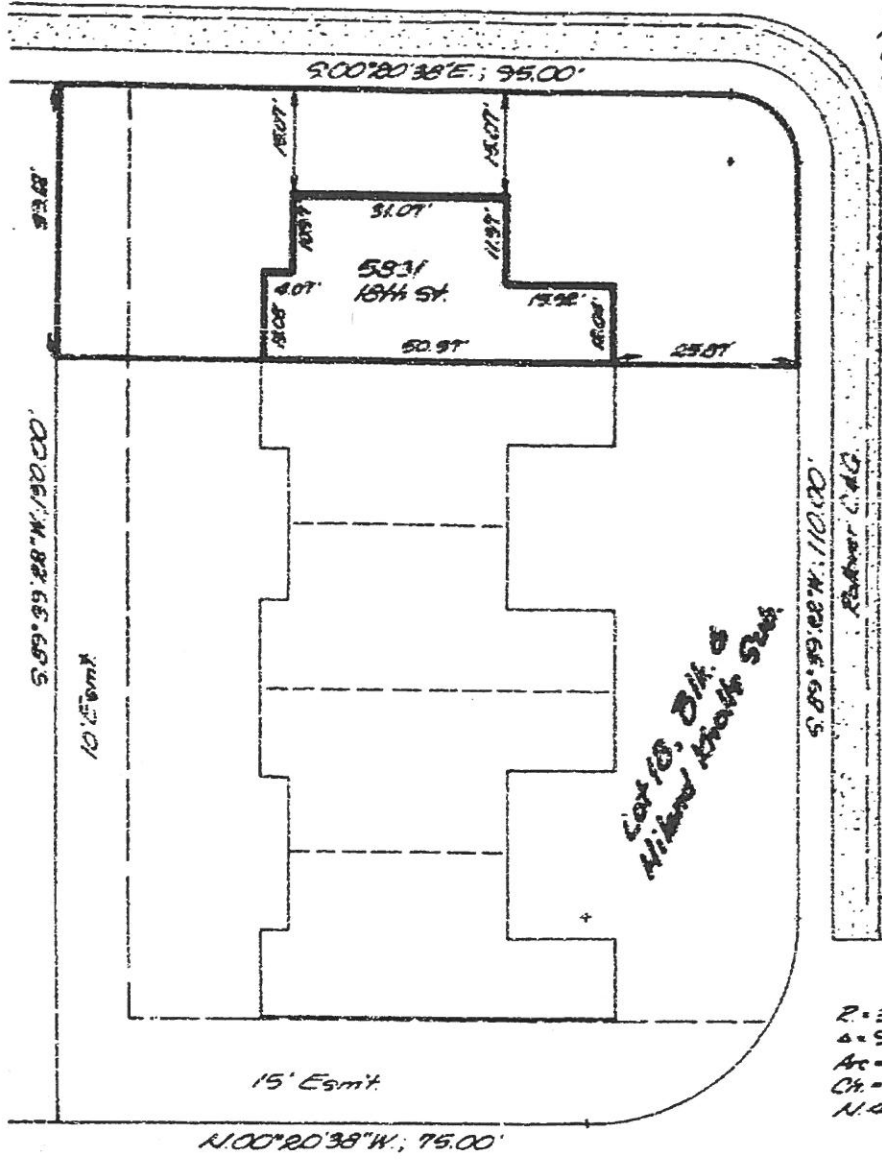
DATE OF SURVEY
 MARCH 7, 1983

REVISED





58th AVE. CT.



R = 10.00'
 Δ = 90.00'
 Arc = 15.71'
 Ch = 12.14'
 S. 44° 39.22' W.

R = 30.00'
 Δ = 90° 00' 00"
 Arc = 47.12'
 Ch = 22.43'
 N. 05° 20' 38" W.

59th AVE.

LEGAL DESCRIPTION
 THE EAST 39.12 FEET OF LOT 18, BLOCK 5,
 HILAND KNOLLS SUBDIVISION, WELD COUNTY,
 COLORADO

Project No. 8829

PREPARED BY NORTON UNDERWOOD AND LAMB INC

SURVEYOR'S CERTIFICATE

I CERTIFY THAT A FIELD SURVEY WAS CONDUCTED UNDER MY SUPERVISION ON THIS DATE OF THE ABOVE DESCRIBED PROPERTY AND THAT ALL BUILDING IMPROVEMENTS EASEMENTS RIGHTS OF WAY IN EVIDENCE OR KNOWN TO ME ARE CORRECTLY SHOWN ON THIS ABOVE PLAT I FURTHER CERTIFY THAT THERE ARE NO ENCROACHMENTS BY OR ON THIS PROPERTY EXCEPT AS SHOWN ON THIS PLAT SHOULD NOT BE USED FOR LOCATION OF FUTURE PERMANENT IMPROVEMENTS

DATE OF SURVEY
 MARCH 7, 1983
 REVISED
 JUNE 18, 1984

Richard D. Lamb
 RICHARD D. LAMB COLORADO P.E. & S.



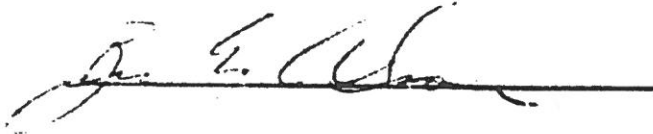
No substantial parts of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including publishing or distribution of statements), any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the corporation shall not carry on any activities not permitted to be carried on by (a) a corporation exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code of 1954, as amended, or the corresponding provision of any future United States Internal Revenue Code; or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 or the corresponding provision of any future United States revenue law.

ARTICLE XIII

Incorporation

The undersigned, acting as incorporator under the Colorado Nonprofit Corporation Act, signs and acknowledges these Articles of Incorporation for such corporation this 28th day of November, 1983.

INCORPORATOR:

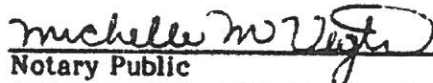


STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 28th day of November, 1983, by Roger E. Amundson.

Witness my hand and official seal.

My commission expires: 9.16.84



Notary Public
Address: Suite 550, Greeley National Plaza
Greeley, CO 80631-3994