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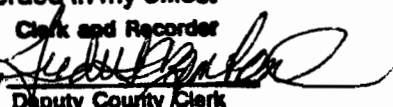
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR
THE STAPLETON FILING 2 TOWNHOMES

CERTIFICATION

The Clerk and Recorder for the
CITY AND COUNTY OF DENVER State
of Colorado does hereby certify this
document to be a full, true and
correct copy of the original
document recorded in my office.



Clerk and Recorder

By 
Deputy County Clerk

Date

82002

Name of Common Ownership Community: Stapleton Filing 2 Townhomes
Name of the Association: Stapleton Filing 2 Townhome Association, Inc.
Name of Entity Executing This Declaration: McStain Enterprises, Inc.

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DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR
THE STAPLETON FILING 2 TOWNHOMES

PREAMBLE

THIS DECLARATION, is made on the date hereinafter set forth, by McSTAIN ENTERPRISES, INC., hereinafter referred to as "Declarant."

WHEREAS, Declarant is the owner of certain real property located in the City and County of Denver, State of Colorado, hereinafter referred to as the "Property"; and

WHEREAS, the Property is contained within a large master planned community created by the First Amended and Restated Community Declaration for the Project Area within the Former Stapleton International Airport which was recorded at Reception No. 2002086362 in the real property records of the City and County of Denver, Colorado and was also recorded at Reception No. CO969147 in the real property records of Adams County, Colorado (the "Master CCRs");

WHEREAS, Declarant desires to create a neighborhood subassociation as contemplated by the Master CCRs and subject such subassociation to additional covenants, conditions and restrictions as set forth in this Declaration;

NOW, THEREFORE, Declarant hereby declares that the Property described herein shall be held, sold, and conveyed subject also to the following easements, covenants, conditions, restrictions, use, and obligations, all of which are to be for the purpose of protecting the value and desirability of the Property and which shall be binding upon all persons having any right, title, or interest in the Property or any part thereof, their heirs, grantees, successors, representatives, and assigns and shall inure to the benefit of each owner thereof and that the common interest community formed hereunder shall be formed as a planned community known as The Stapleton Filing 2 Townhomes.

ARTICLE I
DEFINITIONS

As used in this Declaration, unless the context otherwise requires, the following terms shall have the following meanings:

1.01 "ACT" shall mean the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101, et seq., as amended from time to time.

1.02 "ADDITIONAL PROPERTY" shall mean any additional real property which may be subjected to this Declaration in the future pursuant to the provisions of Section 3.06(b) hereof. The term includes the real property described on Exhibit B attached hereto, as well as other unspecified property which is permitted to be subjected to this Declaration pursuant to the Act.

1.03 "ASSOCIATION" shall mean the STAPLETON FILING 2 TOWNHOME ASSOCIATION, INC., a Colorado nonprofit corporation, its successors and assigns. The Association is a subassociation pursuant to the Act and a Neighborhood Association under the terms of the Master CCRs.

1.04 "BYLAWS" shall mean any instrument which is adopted by the Association for the regulation and management of the Association, including any amendments to such instruments.

1.05 "COMMON AREAS" shall mean any property and easements, including all improvements thereon, owned by the Association for the common use and enjoyment of the Members of the Association. The common areas contemplated at this time are described in Section 2.1 below.

1.06 "COMMUNITY" shall mean the common interest community within the Property created by this Declaration. The Community is a planned community as that term is used in the Act.

1.07 "DECLARANT" shall mean McSTAIN ENTERPRISES, INC. its successors or assigns, if such successors or assigns shall acquire any portion of the Property for the purpose of development and be designated by the Declarant, or a successor Declarant, as a Declarant by a duly recorded written instrument. Any such written designation by the Declarant may include the right of redesignation by such successor or further successors.

1.08 "DECLARATION" shall mean this Declaration of Covenants, Conditions, and Restrictions, as may be amended from time to time.

1.9 "DEVELOPMENT RIGHTS" means any right or combination of rights which are hereby reserved by Declarant including the following:

(a) To add real property to the Community and subject such property to the terms of this Declaration;

(b) To create additional Lots and Common Areas within the Community and the subject such property to the terms of this Declaration;

(c) To subdivide Lots or convert Lots into Common Areas; and

(d) To withdraw real estate from the Community and from being subject to the terms of this Declaration.

1.10 "EXECUTIVE BOARD" shall mean the Executive Board of the Association, duly elected pursuant to the Bylaws of the Association or appointed by the Declarant as provided in this Declaration.

1.11 "FIRST MORTGAGE" means a bona fide mortgage or deed of trust which is recorded and which is a first lien on the Townhome(s) described in it.

1.12 "FIRST MORTGAGEE" shall mean the holder, insurer and guarantee, from time to time, of a First Mortgage on any Townhome, including a purchaser at a foreclosure sale upon foreclosure of a First Mortgage until expiration of the mortgagor's period of redemption. If there is more than one holder of a First Mortgage, the holders will be treated as, and act as, one First Mortgagee for all purposes under this Declaration and the Bylaws.

1.13 "LENDING AGENCIES" shall mean the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Department of Housing and Urban Development, the Veterans Administration, and any other governmental or quasi-governmental agency or other public, quasi-public or private entity which performs functions similar to those currently performed by any of the above listed agencies.

1.14 "LOT" shall mean and refer to any portion of the Property intended for residential use, exclusive of the Common Areas, Maintenance Properties, public streets, or other public property. A "Lot" shall include any dwelling unit or structure constructed thereon.

1.15 "LOT OWNER OR OWNER" means the Declarant or other Person who is the record owner of the fee simple title to any Lot, but does not include a Person having an interest in a Lot solely as security for an obligation. The Declarant is the Owner of any Lot until that Lot is conveyed to another Person.

1.16 "LOTS THAT MAY BE CREATED" shall mean ninety-eight (98) Lots, which shall be the maximum number of Lots that may be subject to this Declaration, including those Lots which may be included if all of the Additional Property is annexed to this Declaration pursuant to Section 3.06(b). The number of Lots That May Be Created is not a representation or guarantee as to the actual number of Lots that will ultimately be subjected to this Declaration.

1.17 "MAINTENANCE PROPERTIES" shall mean and refer to all properties, easement areas, and improvements, together with all fences, rights-of-way, and easements located within or adjacent to such properties, which are owned by the Members, the City and County of Denver or the Master Association but are to be maintained by the Association, either by agreement of the Executive Board, the terms of this Declaration or the terms of the Master CCRs. The Maintenance Properties currently includes the areas described on Exhibit C attached hereto, and the exterior of the Townhomes to the extent of the Townhomes Services described in Sections 5.02 and 5.03 below.

1.18 "MASTER ASSOCIATION" shall mean and refer to the Master Community Association, Inc. which is described in the Master CCRs, its successors and assigns.

1.19 "MASTER CCRs" shall mean and refer to the First Amended and Restated Community Declaration for the Project Area within the former Stapleton International Airport which was recorded at Reception No. 2002086362 in the real property records of the City and County of Denver, Colorado and was also recorded at Reception No. C096147 in the real property records of Adams County, Colorado.

1.20 "MEMBER" shall mean all those who are members of the Association as provided in this Declaration.

1.21 "PARTY WALL" shall mean any wall which is part of the original construction of the structures located on Lots as such wall may be repaired or reconstructed from time to time, and is placed on or is immediately adjacent to a Lot line, and separates two or more structures as a common wall.

1.22 "PERIOD OF DECLARANT CONTROL" shall mean a length of time expiring twenty (20) years after initial recording of this Declaration in the City and County of Denver, Colorado; provided that the Period of Declarant Control shall terminate no later than the earlier to occur of the following: sixty (60) days after conveyance of seventy-five percent (75%) of the Lots That May Be Created to Owners other than a Declarant; two (2) years after the last conveyance of a Lot by the Declarant in the ordinary course of business, or two (2) years after any right to add new Lots to the Declaration was last exercised.

1.23 "PERSON" means a natural person, corporation, partnership, limited liability company, trust or other entity, or any combination of them.

1.24 "PROPERTY" shall initially mean the entire real property and the improvements located thereon as more fully described on Exhibit A attached hereto. At such time as any portions of the Additional Property becomes subject to this Declaration as provided in Section 3.06(b) hereof, such portions of the Additional Property shall be automatically included in the term "Property."

1.25 "SECURITY INTEREST" means an interest in real estate or personal property created by contract or conveyance which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an association, and any other consensual lien or title retention contract intended as security for an obligation.

1.26 "SPECIAL DECLARANT RIGHTS" means rights which are hereby reserved for the benefit of Declarant to complete improvements indicated on plats and maps filed with the Declaration; to exercise any Development Rights; to maintain sales offices, management offices, signs advertising the common interest community, and models; to use easements through any Common Areas for the purpose of making improvements within the Community or within real estate which may be added to the Community; to merge or consolidate a common interest community of the same form of ownership, or to appoint or remove any officer of the Association or any Executive Board member during the Period of Declarant Control.

1.27 "RULES AND REGULATIONS" means any rules, regulations, policies or resolutions relating to the Community adopted from time to time by the Executive Board.

1.28 "TOWNHOUSE(S)" OR "TOWNHOME(S)" shall mean a dwelling located on a Lot intended as a single family residence and that shares on or more Party Walls with another such dwelling.

1.29 "TREE/LAWN AREAS" mean the areas from the exterior boundary of individual Lots to the curb of the adjacent public street, as depicted on Exhibit D attached hereto. The Tree/Lawn area is located within a publicly dedicated right of way, and includes public sidewalks and landscaping.

ARTICLE II PROPERTY RIGHTS

2.01 -Common Areas- The currently anticipated Common Areas are described on Exhibit E attached hereto, and are limited to a non-exclusive pedestrian easement over and across the Access Areas between certain buildings as described and depicted on the drawings attached to Exhibit E and described in Section 7.07 below. Future Common Areas may be designated by amendments to this Declaration. Any Common Areas shall be owned by the Association in its name, for the benefit of the Lot Owners.

2.02 Owner's Easements in Common Areas. If Common Areas are established, every Lot Owner shall have the nonexclusive right and easement of use and enjoyment in and to any Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following rights of the Association acting through its Executive Board:

- (a) The right to charge reasonable admission and other fees for the use of any

recreational facility situated upon the Common Areas;

(b) The right to make such use of the Common Areas as may be necessary or appropriate for the performance of its duties and functions;

(c) The right, in the Executive Board's sole discretion, to grant easements and rights of way on, across, under, and over the Common Areas to any entity providing water, sewer, gas, electricity, telephone, cable television, or other similar service to the Property, or for other purposes necessary for the proper operation of the Community;

(d) The right to make reasonable Rules and Regulations regarding the use and upkeep of the Common Areas and facilities located thereon;

(e) The right to convey or subject to a Security Interest all or any portion of the Common Areas, subject to the requirements of the Act, provided, however, that the Association may not convey or grant a Security Interest in the Access Area easements created under this Declaration;

(f) The right to close or limit the use of any Common Areas or portions thereof for any reasonable purpose; except that the Association may never limit the use by the Owner of a Lot that contains an Access Area, except so as to enforce such access easement; and

(g) The right of the Association to allow temporary use of the Common Areas and any structures located thereon by third parties on such terms as the Executive Board may deem appropriate.

2.03 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws and the Rules and Regulations of the Association, his or her right of enjoyment of any Common Areas to members of his or her family, tenants, contract purchasers or guests. All Owners shall comply strictly with and cause all family members, tenants, purchasers or guests to comply with this Declaration, the Articles of Incorporation, the Bylaws of the Association, and the Rules and Regulations of the Association. Each Owner shall be fully responsible for the actions of his or her guests.

2.04 Adjustment of Common Area Boundaries. Notwithstanding any provision of this Declaration to the contrary, the Executive Board, by unanimous vote, shall have the power and authority to convey small portions of any Common Areas to Declarant or third parties for the limited purpose of conforming the boundaries thereof to as built conditions or curing title defects, provided that no such conveyance may impair an Owner's access to his or her Lot. Such conveyance shall not require the approval of the Owners or of any First Mortgagee.

2.05 Lease of Townhomes. Any Owner shall have the right to lease his or her property with the condition that any lease shall be in writing, shall have an initial term of at least thirty days, and the lessee shall be bound by all terms and conditions of this Declaration; the Articles of

Incorporation; the Bylaws of the Association; the decisions, Rules and Regulations of the Association; and the Master CCRs.

2.06 Appurtenances. An Owner has an unrestricted right of ingress and egress over any Common Areas as may be necessary to provide access to such Owner's Lot. This right is perpetual and passes with the Lot upon a transfer of the Lot. An Owner's rights and interests in any Common Areas and easement rights created by this Declaration shall all be deemed appurtenant to such Owner's Lot and shall be automatically be conveyed with title to such Lot as an appurtenance, without need for further description or reference. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of a Lot's allocated interest in the Common Areas will be void unless the Lot to which such interest is appurtenant is also transferred.

2.07 Declarant Easement Rights. The Declarant shall have an easement through any Common Areas as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising the Special Declarant Rights or other rights of Declarant reserved in this Declaration.

ARTICLE III ASSOCIATION; MEMBERSHIP; AND DECLARANT'S RESERVED RIGHTS

3.01 General Purposes and Powers. The Association, through the Executive Board, shall perform management functions as provided in this Declaration or the Master CCRs, and shall have all powers granted to a unit owners' association under the Act. Any purchaser of a Lot or a parcel within the Property shall be deemed to have assented to, ratified, and approved the powers granted to the Association and Executive Board under this Declaration and the Act.

3.02 Articles and Bylaws. The purposes and powers of the Association and its rights and obligations set forth in this Declaration may be amplified by provisions of the Act and its Articles of Incorporation and Bylaws. In the event either the Articles or Bylaws conflict with this Declaration, this Declaration shall control. In the event the Articles conflict with the Bylaws, the Articles shall control.

3.03 Executive Board. An Executive Board shall be elected as provided in the Bylaws. The Executive Board shall have the power to govern, manage, maintain, repair, administer, and regulate the affairs of the Association. The Executive Board shall have the power to adopt and enforce Rules and Regulations governing the Community provided that such Rules and Regulations are reasonable and uniformly applied. The Executive Board is hereby irrevocably appointed attorney-in-fact for the Owners and each of them to manage, control, and deal with the interest of such Owner so as to permit the Association to fulfill all of its duties and obligations hereunder. The Executive Board shall have the right without the consent of Owners or First Mortgagees (except as otherwise expressly required in this Declaration) to enter into or grant contracts, easements, licenses, leases, and other agreements in the name of and on behalf of the

Association. The Executive Board shall have and may exercise any right or privilege given to it expressly by this Declaration or reasonably implied from the provisions of this Declaration or given or implied by law, including the Act, or which may be necessary or desirable to fulfill its duties, obligations, rights, or privileges, or which are given or assigned to it under the Mater CCRs.

3.04 Membership. The membership of the Association at all times shall consist exclusively of all Owners or, following termination of the Community, of all former Owners entitled to distributions of proceeds under the Act or their heirs, personal representatives, successors or assigns. Record ownership of a Lot shall be the sole qualification for such membership. Where more than one Person holds interest in any Lot, all such Persons shall be Members in the Association.

3.05 Voting Interest. The Association shall have one class of voting Members. All Members shall be Owners and shall be entitled to one vote for each Lot owned. The vote for such Lot, the ownership of which is held by more than one Owner, shall be exercised as the Owners of such Lot determine between themselves. If only one of the multiple Owners is present at a meeting of the Association, such Owner is entitled to cast the entire vote for such Lot. If more than one of the multiple Owner is present and they are unable to agree upon how they will vote any issue, they shall be passed over and the right to vote on such issue shall be lost. In no event shall more than one vote be cast with respect to any one Lot. Lots owned by Declarant shall not receive any special benefit relating to assessments or voting rights. As additional Lots are added so as to be covered by this Declaration, each Lot's obligation for assessments and related to voting rights shall be proportionately reduced.

3.06 Declarant's Reservations of Rights.

(a) Declarant Control: Notwithstanding the foregoing voting rights, Declarant reserves during the Period of Declarant Control, the right to appoint all of the members and officers of the Executive Board of the Association, and to remove all members appointed by the Declarant, subject to the following:

(i) Within sixty (60) days after conveyance to Lot Owners other than Declarant of twenty-five percent (25%) of the Lots That May Be Created, at least one member and not less than twenty-five percent (25%) of the members of the Executive Board must be elected by Lot Owners other than the Declarant, and

(ii) Within sixty (60) days after conveyance to Lot Owners other than Declarant of fifty percent (50%) of Lots That May Be Created, not less than thirty-three and one-third percent (33-1/3%) of the members of the Executive Board must be elected by Lot Owners other than the Declarant.

(iii) No later than the termination of the Period of Declarant Control, the Lot Owners shall elect an Executive Board of at least three members, at least a majority of

whom must be Owners other than the Declarant or designated representatives of Owners other than the Declarant. The Executive Board shall elect the officers. Such Executive Board and officers shall take office upon election.

(iv) Declarant may voluntarily surrender the right to appoint and remove members and officers of the Executive Board before the termination of the Period of Declarant Control, but in such event, Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective.

(b) Right to Add Real Property: Declarant reserves the right at any time within ten (10) years from the date this Declaration is recorded, to unilaterally subject and annex to this Declaration, (i) all or part of the Additional Property real property described on Exhibit B attached hereto, and (ii) any Additional Property not specifically described on Exhibit B attached hereto provided that such property does not exceed ten percent (10%) of the total area of the property described on Exhibits A and B attached hereto; provided, however, that in no event may the total number of Lots subject to this Declaration exceed the number of Lots That May Be Created. To subject any such Additional Property to this Declaration, Declarant shall execute and record in the real property records of City and County of Denver, Colorado an amendment to this Declaration describing the property to be so annexed and declaring that such property shall be subject to the terms of this Declaration. Such amendment may also designate Common Areas in which event such amendment shall describe the Common Areas and declare them to be additional Common Areas subject to the terms of this Declaration.

(c) Right to Withdraw Property. The Declarant reserves the right to amend this Declaration so long as it has the right to unilaterally annex Additional Property pursuant to this Section 3.06 for the purpose of removing from the coverage of this Declaration any portion of the Property now or hereafter subjected to this Declaration if then owned by the Declarant, to the extent originally included in error or as a result of any changes in the Declarant's plans for the Property, provided such withdrawal is consistent with the Act.

(d) Special Declarant Rights. Notwithstanding any other provisions of this Declaration, Declarant reserves the Special Declarant Rights, including the Development Rights. All of the Special Declarant Rights may be exercised by the Declarant with respect to any portions of the Property. The Special Declarant Rights may be transferred as permitted by the Act. Declarant may exercise any or all of the Special Declarant Rights at any time and from time to time. The Special Declarant Rights terminate automatically on the earlier to occur of the following events: (a) conveyance of the last Lot by Declarant to an Owner other than Declarant; or (b) ten (10) years from the date of recordation of this Declaration; provided, however, that the right to appoint and remove members of the Executive Board shall extend throughout the Period of Declarant Control.

(e) Exercise of Development Rights. Declarant's Development Rights may

be exercised with respect to different parcels of real estate at different times. No assurances are made regarding the boundaries or order in which those parcels may be subjected to the exercise of each Development Right. If any Development Right is exercised in any portion of the real estate subject to that Development Right, that Development Right need not be exercised in all or any other portion of the remainder of that real estate. The time period in which the Declarant may exercise Development Rights may be extended or reinstated by agreement of the Association upon request of the Declarant or owner of the real estate subject to the Development Rights. Such extension or renewal shall be subject to any terms, conditions, and limitations the Association may impose on the subsequent exercise of the Development Rights and shall be included in an amendment to this Declaration executed by the Declarant or owner of the real property subject to the Development Rights and by the Association.

3.07 Agreements with Master Association. The Association, through its Executive Board, may enter into agreements with the Master Association pursuant to the provisions of the Master CCRs, on such terms and conditions as the Executive Board deems advisable, and without a vote of the Members.

ARTICLE IV ASSESSMENTS

4.01 Creation of the Lien and Personal Obligation of the Assessment. 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 to pay to the Annual Assessments and other assessments assessed by the Executive Board as provided herein. The Annual, Special and other assessments created and defined in this Declaration, together with late fees, interest, costs of collection, and attorneys' fees, shall be a charge on the Lot they are levied against and shall be a continuing lien upon the property against which each such assessment is levied until such assessment, together with any late fees, interest, costs of collection, and attorneys' fees are fully paid. Each such assessment together with late fees, interest, costs of collection, and attorneys' fees shall also be a personal obligation of the Person who was the Owner of such Lot when the assessment became due and payable, or if the Lot was then owned by more than one Owner, shall be the joint and several obligation of such Owners. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

4.02 Purposes of the Assessments. The assessments levied by the Association shall be used for the following purposes (the "Common Expenses"):

- (a) Payment of all costs and expenses related to the provision of the Townhome Services described in Section 5.02 below:
- (b) Maintenance, repair, and improvement of any Common Areas and Maintenance Properties;
- (c) Payment of any amounts owed by the Association to the Master

Association pursuant to the Master CCRs, any agreements entered into between the Association and the Master Association, or otherwise;

(d) Payment of management fees, property taxes, insurance premiums and deductibles, legal fees, accounting fees, and other professional services provided for the benefit of the Association;

(e) Maintenance of Reserve Funds as provided at Section 4.03; and

(f) Payment of any other expenses incurred by the Executive Board by or on behalf of the Association.

4.03 Annual Budget and Annual Assessments.

(a) Annual Budget: It shall be the duty of the Executive Board to establish the annual budget for the Association. Within thirty (30) days after adoption of a proposed budget, the Executive Board shall mail, by ordinary first class mail, or otherwise deliver a summary of the budget to all Lot Owners and shall set a date for a meeting of the Lot Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing or other delivery of the summary. Unless at that meeting a majority of the Lot Owners present reject the budget, the budget is ratified, whether or not a quorum is present. If the budget is rejected, then the periodic budget last ratified must be continued until a new budget is ratified.

(b) Annual Assessments: An assessment for Common Expenses shall be levied and assessed annually by the Executive Board against each Owner of a Lot within the Property (the "Annual Assessments"). The Annual Assessments shall be due and payable in monthly installments. Said assessment shall include the establishment and maintenance of Reserve Funds for the maintenance, replacement, reconstruction, and repair of those portions of any Common Areas and Maintenance Properties which the Association has a duty to maintain on a periodic basis. The Reserve Funds shall be adequately funded. For the purpose of determining adequate funding for the Reserve Funds, the Executive Board shall determine from time to time the useful life of all improvements of the Common Areas and Maintenance Properties and assess amounts such that there are sufficient funds to pay for scheduled replacement and/or maintenance of such improvements. The Annual Assessment shall be paid in the proportion which the number of Lots owned by a particular Owner bears to the total number of Lots which are then subject to this Declaration.

(c) Levy of Assessments: At least thirty (30) days prior to the close of the Association's fiscal year, the Executive Board shall determine, based on the annual budget and subject to the provisions of this Declaration, the Annual Assessment which is payable by each Lot. The Annual Assessment may be later adjusted upon a finding of necessity by the Executive Board, but no more than twice in any one year. Written notice of the Annual Assessment or adjustment shall be sent to every Owner as such Owners are listed in the records of the Association. The omission or failure of the Board to levy any Annual Assessment or fail to send

notice shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay the Annual Assessment.

(d) Non-Exemption: No Owner or any Person obligated to pay an assessment may waive or otherwise escape liability for any assessments provided for herein by non-use of the Common Areas and Maintenance Properties, abandonment of his or her Lot, or by any other action.

(e) Commencement of Assessments. Annual Assessments shall commence on the first date of the month following the first conveyance of a Lot to an Owner other than Declarant, or at such other commencement date as may be selected by the Executive Board. Annual assessments for the first year shall be prorated based on the number of months remaining in the year. Prior to the commencement of Annual Assessments, all Common Expenses of the Association shall be borne by the Declarant.

4.04 Special Assessments. In addition to the Annual Assessments authorized above, the Executive Board may levy Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of any of the Common Areas and Maintenance Properties, or any improvements located thereon, or other capital improvements of the Association, or for the funding of any operating deficit incurred by the Association, provided that any Special Assessment shall have the assent of at least a majority of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose and at which a quorum is present. This requirement shall not apply to expenditures made by the Executive Board for repairs in the event of damage or destruction as set forth in Section 7.03 of this Declaration.

4.05 Notice and Quorum Required to Assess a Special Assessment. Written notice of any meeting of Members called for the purpose of taking action authorized under Section 4.04 (levy of Special Assessment) shall be sent to all Members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. At such meeting, the presence of Members or of proxies entitled to cast twenty percent (20%) of all the votes of the Membership shall constitute a quorum.

4.06 Uniform Manner of Assessment. All Annual Assessments and Special Assessments must be fixed at a uniform rate for all Lots. Special Assessments may be due and payable on an installment basis as determined by the Executive Board. Annual assessments shall be due and payable on a monthly or quarterly basis as determined by the Executive Board. Written notice of all assessments shall be sent to each Owner subject thereto specifying the type of assessment, the amount and the date such assessment is due.

4.07 Certificate of Status of Assessments. The Association shall furnish to an Owner or such Owner's designee, or to a holder of a Security Interest or its designee, upon written request delivered personally or by certified mail, first class postage prepaid, return receipt, to the Association's registered agent, a written statement setting forth the amount of unpaid Assessments currently levied against such Owner's Lot. The statement shall be furnished within

fourteen (14) calendar days after receipt of the request and is binding on the Local Association, the Executive Board, and every Owner. If no statement is furnished to the Owner or holder a Security Interest or their designee, delivered personally or by certified mail, first class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assert a lien upon the Lot for unpaid Assessments which were due as of the date of the request. The Association shall have the right to charge a reasonable fee for the issuance of such certificates.

4.08 Lien for Assessments.

(a) The Association has a statutory lien on a Lot for any assessment levied against that Lot. Fees, charges, late charges, attorney fees, fines and interest charged pursuant to this Declaration shall be added to the amount of the Assessment owed and are enforceable as assessments under this Article. The amount of the lien shall include all such items from the time such items become due. If an Assessment is payable in installments, each installment is a lien from the time it becomes due, including the due date set by any valid Association acceleration of installment obligations.

(b) Recording of this Declaration constitutes record notice and perfection of the assessment lien. No further recordation of any claim of lien for Assessments is required. However, the Executive Board or managing agent of the Association may prepare, and record in the county in which the applicable Lot is located, a written notice setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot, and a description of the Lot. If such a separate written notice of a lien is filed of record, which filing shall be at the sole discretion of the Executive Board, the costs and expenses thereof shall be added to the Assessment for the Lot against which it is filed and collected as part and parcel thereof. The Association's lien may be foreclosed in like manner as a mortgage on real estate.

(c) The lien for delinquent assessments will not be affected by the sale or transfer of a Lot, unless a foreclosure by a First Mortgagee is involved, in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, except as provided in the Act, but will not relieve any subsequent owner from paying further assessments.

(d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within six (6) years after the full amount of assessments become due.

4.09 Priority of Local Association Lien.

(a) A lien under this Article IV is prior to all other liens and encumbrances on a Lot except:

(i) Liens and encumbrances recorded before the recordation of the Declaration;

(ii) A First Mortgage on the Lot, which was recorded or perfected before the date on which the Assessment sought to be enforced became due, except as otherwise provided in Section 4.09(b) hereof; and

(iii) Liens for real estate taxes and other governmental assessments or charges against the Lot.

(b) A lien under this Section is also prior to the First Mortgage described in the preceding subsection (a)(ii) to the extent of an amount equal to the Annual Assessments based on a periodic budget adopted by the Association as provided above, which would have become due, in the absence of any acceleration, during the six (6) months immediately preceding institution by either the Association, or any party holding a lien senior to any part of the Association lien created under this Section, of an action or nonjudicial foreclosure either to enforce or extinguish the lien.

(c) This Section 4.09 does not affect the priority of mechanics' or materialmen's liens or the priority of liens for other assessments made by the Association. A lien under this Article is not subject to the provisions of part 2 of Article 41 of Title 38, C.R.S., as amended, or to the provisions of Section 15-11-201, C.R.S., as amended.

4.10 Nonpayment, Remedies of the Association.

(a) All types of assessments shall become delinquent unless paid by the due date. If any assessment is not paid by the due date, the Owner obligated to pay such assessment may be required to pay a reasonable late fee, as determined by the Executive Board. Any assessment not paid within thirty (30) days after the due date, shall bear interest from the due date at the rate of 18% per annum. With regard to an Annual or Special Assessment payable on an installment basis, the failure to make payment within sixty (60) days of the due date thereof shall cause the total amount of such Owner's assessment for the remainder of that fiscal year to become immediately due and payable at the option of the Executive Board, without further notice.

(b) The Association may bring an action at law or equity against the Owner obligated to pay the assessment or undertake any other remedies allowed by law. In the event it shall become necessary for the Executive Board to collect any delinquent assessments in any manner, the delinquent Owner shall pay, in addition to the assessment, interest, and late fees as herein provided, all costs of collection including reasonable attorneys' fees and costs incurred by the Association.

(c) The assessment lien may be foreclosed upon by the Association as provided by the laws of the State of Colorado for foreclosure of mortgages and deeds of trust on

real property or as provided by the Act. The Association shall have all rights in this regard as provided by the Colorado Revised Statutes.

4.11 Working Capital Fund. The Association or Declarant shall require the first Owner (other than Declarant) of any Lot who purchases such Lot from Declarant to make a non-refundable contribution to the Association in the amount of \$130 (regardless of whether or not Annual Assessments have commenced). Such money shall be collected and transferred to the Association at the time of the closing of the sale by Declarant of each Lot and shall, until used, be maintained in a segregated account with other such working capital funds for the use and benefit of the Association, including, without limitation, to meet unforeseen expenditures or to purchase additional equipment, property or services. Such contribution to the working capital fund shall not relieve an Owner from making regular payments of assessments as the same become due. The working capital fund may not be used by Declarant to defray any of its expenses, reserve contributions or construction costs or make up any budget deficits while it is in control of the Association. Following the Period of Declarant Control, the Board may elect to transfer funds from the working capital account to any reserve accounts, as the Board may deem appropriate from time to time. Declarant shall have no liability for shortages in the reserve accounts provided that during the Period of Declarant Control, such reserve accounts are funded in amounts recommended as appropriate by a third party consultant in good faith.

4.12 Reconstruction Assessments. In accordance with Section 6.03 of this Declaration, the Association shall have the authority to impose and levy a Reconstruction Assessment against all Lots for reconstruction of Common Areas or Townhome structures.

4.13 Individual Assessments and Fines. An Individual Assessment or fine may be assessed by the Executive Board against any Owner or Owners for violation of this Declaration, the Articles or Incorporation, the Bylaws, or the Rules and Regulations of the Association, and as otherwise may be permitted by the Act. Such assessment shall be made only after twenty (20) days' written notice to the Owner or Owners to be assessed, the opportunity to the Owner for a hearing before the Executive Board, and a vote of two-thirds (2/3) of a quorum of the Board levying said assessment. Individual Assessments may be enforced in the same manner and shall have the same lien rights as provided herein for Annual Assessments.

4.14 Master Association Assessments. The Assessments provided for in this Article IV are in addition to any assessments levied by the Master Association.

ARTICLE V MAINTENANCE

5.01 Maintenance of the Common Areas and Maintenance Property. The Association shall provide for the maintenance, repair and replacement of any Common Areas and Maintenance Properties. Moreover, in the event the Executive Board determines that any property to be maintained by the Master Association under the Master CCRs is not being properly maintained, it may undertake such maintenance so long as funds are available in the

budget. In the event any such repair, maintenance, and replacement is resulting from the act or negligence of an Owner or an Owner's guest, the Executive Board shall have the right, after notice and hearing, to charge the costs of such repair, maintenance, and replacement to such Owner by an Individual Assessment in accordance with this Declaration. Such decision of the Executive Board shall be final.

5.02 Townhouse Services. With regard to the Townhomes, the Association shall have the following maintenance and repair responsibilities (the "Townhome Services"):

- (a) Maintenance, repair and replacement of the exterior surfaces of the Townhomes, including the brickwork, siding, trim, front doors and garage doors;
- (b) Maintenance, repair and replacement of roofing, gutters and downspouts serving the Townhomes;
- (c) Maintenance and repair of the Maintenance Property, all in accordance with policies and standards adopted by the Executive Board;
- (d) Maintenance of any fences and walls and retaining walls serving the Townhomes that were originally installed by Declarant;
- (e) Maintenance of all mailbox structures serving the Townhomes;
- (f) Maintenance of sanitary sewer laterals and water laterals from the meter pit to the Townhomes;
- (g) Obtaining and maintaining the fire and hazard insurance insuring all the Townhome structures as set forth in Article VI below.
- (h) Maintenance of the Tree/Lawn Areas as described in Section 5.04 below;
- (i) Maintenance of the landscaping located within the landscaped areas of the Private Lots as described in Section 5.05 below.
- (j) Maintenance of the landscaping located within the Access Areas as described in Section 7.07 below.
- (k) Any other services approved by the Executive Board and a majority of the Members as set forth in Section 5.03 below.

5.03 Changes in Townhome Services. The type or scope of Townhomes Services may be altered from time to time by the Executive Board provided that such changes are (a) approved by a two-thirds of the Executive Board and (b) following the expiration of the Period of Declarant Control, ratified by a majority of the Members attending a Members' meeting at which a quorum is present, the notice of which meeting specifically described the change in service(s)

to be provided. However, no change in the Association's responsibilities regarding the Tree/Lawn area discussed in Section 5.04 below may be approved without the consent of the Master Association.

5.04 Tree/Lawn Area. The Association shall be responsible, as a Townhome Service, to mow, maintain and repair the landscaping within the Tree/Lawn Area depicted on Exhibit D attached hereto, and remove snow and ice from any sidewalks located thereon, all in accordance with policies and standards adopted by the Executive Board and in compliance with requirements of the City and County of Denver. The irrigation system serving those portions of the Tree/Lawn Areas that face 29th Street shall be installed and maintained, and all related water bills paid by, the Stapleton Metropolitan District (the "Metro District"); the irrigation of the remaining Tree/Lawn Area will be the responsibility of the Association. The Metro District, as appropriate, shall be responsible for repairing, re-sodding or otherwise remedying any damage to the landscaping, including trees, in the portion of the Tree/Lawn Area irrigated by the Metro District that is caused by improper maintenance or operation of the irrigation system by the Metro District.

5.05 Landscape Maintenance. The Association shall water, mow, maintain and repair the landscaping within those portions of the Lots depicted on Exhibit F attached hereto

5.06 Owners' Maintenance Responsibilities. Except as otherwise provided herein, the maintenance and repair of each Lot and the Townhomes and other improvements located thereon shall be the responsibility of the Owner thereof, including, without limitation, (a) maintenance of the interior of their Townhome, including the foundation, windows, window screens, and exterior doors and garage doors (except for painting or staining); (b) repair and replacement of window glass; (c) maintenance of backyard landscaping; (d) maintenance and repair of private entryway concrete; (e) maintenance and repair of lighting fixtures; (f) maintenance and repair of utility, cable and other service lines serving an individual Townhome. In the event any Owner shall fail to maintain his or her Lot or structures thereon in a manner satisfactory to the Executive Board, the Executive Board shall have the right, after notice and hearing and upon approval by a vote of the Board, to enter upon said Lot and repair, maintain, replace or restore the Lot or structure. The cost of such maintenance, repair and restoration shall be chargeable to such Owner by Individual Assessment in accordance with this Declaration.

5.07 Maintenance of Drainage. Avoiding proper drainage away from the Townhomes is essential to minimize potential swelling of expansive soils that may exist on the Property. Unless otherwise approved by the Executive Board, the five foot area surrounding the foundation of any Townhome structure may not be landscaped with live plant material that requires watering. No sprinkler or other watering system may ever be installed in such five foot zone. No Owner may install improvements or alter grading to adversely affect drainage on any Lot. Each Owner shall maintain all gutters, downspouts and extensions within such Owner's Lot to insure that the gutters and downspouts remain in the down position and are free and clear of all obstructions and debris and that the water flow from such gutters and downspouts is directed away from the foundation and/or slabs on any improvement. No Owner may alter, obstruct or

obliterate any drainage swales, pans, easements, or channels located or installed on any Lot or Common Areas.

5.08 Testing for Construction Defects. Neither the Association, nor any officer or director thereof, shall have any fiduciary or other obligation to undertake or authorize any testing, including without limitation, investigative testing, destructive testing or invasive testing of any kind for defects in construction of any part of any improvements located on the Property, including any of the Townhomes or improvements on the Common Areas. Neither the Association, nor any officers or director thereof shall be liable to any Person for failure to undertake or authorize any such testing, or to pursue or maintain legal proceedings regarding such alleged construction defects if the officer or director was acting within the scope of his duties and was acting in good faith.

In the event any Owner or the Executive Board undertakes or authorizes testing for construction defects, the Executive Board or such Owner shall first notify Declarant of the alleged defect, and the Declarant shall be entitled to access to the areas to be tested and an opportunity to inspect the area and repair any defects that may be found to exist. Declarant shall also be entitled to be present during any testing and may record (via videotape, photographs or any other method) all testing conducted and any alleged defects found.

In the event that testing discloses any defects, the Declarant shall be given a reasonable amount of time, based on the nature and extent of the defect, to repair or correct the condition. If, and only if, the Declarant fails to repair or correct such conditions shall the Executive Board or a Owner have the right, but not the obligation, to proceed with a Claim pursuant and subject to the provisions of Article IX below.

5.09 Use of Construction Defect Awards. If the Association should receive any moneys as a result of an Award, or in settlement of a Claim, based on any alleged construction defects affecting any of the Property, including Townhomes and any improvements located on any Common Areas, after payment of fees and costs incurred in connection with such Claim, the Association shall (a) deposit the proceeds in a special, interest bearing account and (b) utilize such funds only for the purpose of performing remedial or repair work on the conditions which were the subject of the Claim.

ARTICLE VI INSURANCE

6.01 Coverage. No later than the first conveyance of a Lot to a Person other than the Declarant, the Association shall obtain and maintain insurance policies as set forth in this Article. The Executive Board and the Declarant shall not be liable for failure to obtain any coverages required if such failure is due to the unavailability of such coverages or if such coverages are available only at unreasonable cost. Each such policy shall:

- (a) Be written with a company authorized to do business in Colorado which

holds a Best's rating of A or better and is assigned a financial size category of VIII or larger as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the closest equivalent rating available;

(b) Be written in the name of the Association as trustee for the benefitted parties with such additional named insured endorsements as required by the Act or any applicable Lending Agency. Policies with respect to the Common Areas shall be for the benefit of the Association and its Members and shall provide that each Owner is an insured person under the policy with respect to liability arising out of such Owners' interest in the Common Areas or membership in the Association;

(c) Vest in the Executive Board exclusive authority to adjust losses; provided, however, no holder of a First Mortgage having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss;

(d) Not be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees and exclude individual Owner's policies from consideration under any "other insurance" clause so that if, at the time of a loss under any Association policy, there is other insurance in the name of an Owner covering the same risk covered by the Association's insurance policy, the Association's insurance shall provide primary insurance;

(e) Require notification in writing to the Executive Board and any First Mortgagee named in the mortgage clause at least ten days before cancellation or substantial modification of the policy;

(f) Waive subrogation as to any claims against the Association's Executive Board, officers, employees, and its manager (if any), the Owners or members of the Owner's household, and their tenants, servants, agents, and guests;

(g) Provide that no act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, shall void the Association policy or be a condition to recovery under the policy; and

(h) Commit to issue certificates or memoranda of insurance to the Association and, upon request, to any Owner or holder of a First Mortgage. Unless otherwise provided by statute, the insurer may not cancel or refuse to renew the policy until thirty (30) days after the proposed cancellation or nonrenewal has been mailed to the Association, and each Owner and holder of a First Mortgage to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

6.02 Physical Damage Insurance. The Executive Board shall obtain and maintain a blanket "all risk" form policy of fire and hazard insurance with extended coverage for vandalism, malicious mischief, windstorm, sprinkler leakage (if applicable), debris removal, cost of

demolition and water damage endorsements insuring all the Townhome structures. The Executive Board is irrevocably appointed attorney-in-fact of the Owners to purchase, manage, and maintain the above insurance coverage on the Townhomes and to deal directly with the insurance company and its representatives regarding all aspects of such insurance coverage. The Associations's insurance policy on the Townhomes shall insure the building structures, including everything permanently attached to the structures at the completion of Declarant's original construction thereof, including but not limited to attached cabinetry, attached floor coverings and built-in appliances.

The Executive Board shall also obtain and maintain a blanket "all-risk" form policy of fire and hazard insurance with extended coverage for vandalism, malicious mischief, windstorm, sprinkler leakage (if applicable), debris removal, cost of demolition and water damage endorsements insuring any insurable improvements located on any Common Areas, including fixtures, machinery, equipment, fences, and supplies and any other personal property belonging to the Association.

The amount of such insurance must be not less than the full insurable replacement cost of the insured property less applicable deductibles at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies. The policy shall have an inflation guard endorsement, if reasonably available. If the policy contains a co-insurance clause, it shall also have an agreed amount endorsement. The Executive Board shall periodically review its insurance policies in order to insure that the coverages contained in the policies are sufficient. Such policies shall also provide a waiver of any right of the insurer to repair, rebuild or replace any damage or destruction if a decision is made by the Executive Board pursuant to this Declaration not to do so.

6.03 Rebuilding of Damaged Areas. Any portion of the Community covered by insurance which is damaged or destroyed must be repaired or replaced promptly by the Association utilizing the insurance proceeds received, except as may be otherwise provided by the Act. Such repair and replacement shall be of a quality and character consistent with the original quality and character of the property destroyed and the remainder of the Community. If the insurance proceeds are insufficient to properly repair and/or reconstruct the damaged areas, such excess cost shall be assessed as a Reconstruction Assessment against the Owners of the Townhomes structures(s) affected. Such assessment shall be exempt from any special voting requirements of the Owners.

6.04 Election Not to Repair. Any portion of the Community for which insurance is maintained by the Association which is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- (a) The Community is terminated as provided in the Act;
- (b) Repair or replacement would be illegal under any state or local statute or

ordinance governing health or safety;

(c) Sixty-seven percent of the Owners, including every Owner of a Townhome that will not be rebuilt, vote not to rebuild; or

(d) Prior to the conveyance of any Lot to an Owner other than the Declarant, the holder of a deed of trust or mortgage on the damaged portion of the Community rightfully demands all or a substantial part of the insurance proceeds.

If the entire Community is not repaired or replaced, the insurance proceeds attributable to the damaged Common Areas or Maintenance Property must be used to restore the damaged area to a condition compatible with the remainder of the Community, and, except to the extent that other Persons will be distributees, the insurance proceeds attributable to Townhomes that are not rebuilt must be distributed to the Owners of such Townhomes, or to lienholders, as their interests may appear, and the remainder of the proceeds must be distributed to all of the Lot Owners or lienholders, as their interests may appear, in proportion to the Owners' liability for Annual Assessments.

6.05 Liability Insurance. The Executive Board may obtain and maintain commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, operation, use or management of any Common Areas and Maintenance Properties with such limits as the Association determines appropriate.

6.06 Fidelity Insurance. The Association shall obtain and maintain blanket fidelity insurance for anyone who either handles or is responsible for funds that it holds or administers, whether or not that individual receives compensation for services. The policy shall be in an amount at least equal to the maximum funds that will be in the custody of the Association or its management agent at any time while the policy is in effect; provided, however, that such coverage must not be in amount less than two months aggregate assessments on the Lots, plus such reserve funds as calculated from the current budget of the Association. The Association may carry fidelity insurance in greater amounts in its sole discretion, or require independent contractors employed for the purpose of managing the Community to carry more fidelity insurance coverage. In the event the Association has delegated some or all of its responsibility for the handling of funds to a managing agent, the Association may require the managing agent to purchase, at its own expense, a policy of fidelity insurance which fully complies with this Section.

6.07 Other Insurance. The Association may obtain Worker's Compensation and Employer's Liability Insurance and other similar insurance with respect to employees of the Association in the amount and in the forms now or hereafter required by law. The Association may obtain such other insurance of a similar or dissimilar nature as the Executive Board shall deem appropriate.

If it is reasonably determined by a First Mortgagee that the existing coverages do not adequately protect the Property, the Executive Board shall obtain such additional coverages. In

addition, in the event any additional coverage is required by the Act, the Executive Board shall seek to obtain such coverage, if available.

6.08 Payment of Insurance Premiums. The cost of the insurance obtained by the Association in accordance with this Article, shall be paid from Association funds as a Common Expense and collected from the Owners as part of the Annual Assessment as provided for in this Declaration. In the event there are not sufficient funds generated from the Annual Assessments to cover the cost of the insurance provided for above, then the Executive Board may make a Special Assessment in an amount necessary to make up the deficiency and such assessment shall be exempt from any voting requirements of the membership.

6.09 Attorney in Fact. Each Owner appoints the Executive Board as its attorney in fact for the purpose of purchasing and maintaining the insurance required or permitted to be purchased by the Association under this Article, and for the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents related thereto, and the performance of all other acts necessary in connection therewith.

6.10 Coverage on Personal Property. Insurance coverage on the personal property of an Owner or the contents of a Townhome shall be the sole responsibility of such Owner. The Declarant, the Association, and the Executive Board shall have no responsibility therefor.

6.11 Deductibles. The Association's insurance policies may contain reasonable deductibles consistent with the requirements of any applicable Lending Agency. The Association may adopt and establish written non-discriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles, and any other matters of claims adjustment. No Owner shall be assessed any portion of such deductibles until after notice and an opportunity to be heard. To the extent the Association settles claims, it shall have the authority to make an Individual Assessment against negligent Owners causing such loss or benefiting from such repair or restoration in the amount of all deductibles paid by the Association. In the event that more than any one (1) Lot is damaged by a loss, the Association, in its reasonable discretion, may assess each Owner a pro rata share of any deductible paid by the Association.

6.12 Notice of Cancellation. If the insurance described in this Article is not reasonably available, or if any policy of such insurance is canceled or not renewed without a replacement policy therefor having been obtained, the Association promptly shall cause notice of that fact to be hand delivered, or sent prepaid by United States mail, to all Owners and Eligible Holders of First Mortgages.

6.13 Protection for Security Interest Holders. The Association shall not obtain any policy where (a) under the terms of the insurance company's charter, bylaws, or policy, contributions or assessments may be made against the mortgagor or any First Mortgagee or their designees, or (b) under the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's board of directors, policy holders or members, or (c) the

policy includes any limiting clauses (other than insurance conditions) which could prevent mortgagor or First Mortgagees of any Lot from collecting insurance proceeds.

6.14 Indemnification. The Association shall have the power and authority to indemnify every current and former Executive Board member, officer, agent, or employee against loss, costs, and expenses including reasonable attorneys' fees incurred in connection with any action, suit, or proceeding in which such person may be made a party by reason of being or having been such Executive Board member, officer, agent, or employee of the Association or Executive Board, to the fullest extent permitted by law and as set forth from time to time in the Bylaws. Said indemnification shall not apply to any managing agent hired by the Association as an independent contractor.

ARTICLE VII PROPERTY OWNERSHIP AND USE

7.01 Easements. Each Lot shall be subject to an easement for the benefit of the Association for the purpose of providing the Townhome Services, maintenance and repair, and meeting any other purposes and requirements set forth in this Declaration. In addition, an easement is granted to all police, fire and other emergency agencies to enter onto any portion of the Property in the performance of their duties.

7.02 Encroachments. There shall be reciprocal appurtenant easements of encroachment and for maintenance and use of any permitted encroachment between a Lot and any adjacent Common Area, and between adjacent Lots, due to the unintentional construction, reconstruction, repair, shifting, settlement, or other movement of any portion of an improvement located thereon to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, occupant, or the Association.

7.03 Declarant's Easements. Anything to the contrary herein notwithstanding, the Declarant and/or its agents hereby reserve reasonable easements and rights-of-way over any Common Areas and Lots not yet conveyed for the use of constructing improvements to the Property and Lots therein. This reservation shall terminate upon the completion of all the improvements to the Property.

7.04 Condemnation. In the event of a proceeding in condemnation of any Common Area owned by the Association by any authorized governmental authority, each Owner, for himself and his successors and assigns, hereby appoints the Executive Board as his attorney-in-fact to represent the Owners in all related proceedings, negotiations, settlements or agreements. The proceeds from such condemnation attributable to said Common Area shall be distributed to the Executive Board for repair of the Common Areas after condemnation. At the discretion of the Executive Board, the balance remaining shall be distributed to all Owners in accordance with their interests in the Common Areas. When condemnation occurs, either to a Common Area or

to other areas within the Property and such area is subject to a mortgage or deed of trust, the proceeds payable hereunder shall be distributed by checks made jointly payable to Owners and First Mortgagees on the Lots.

7.05 Party Walls. 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. The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make use of the Party Wall in proportion to such use. If a Party Wall is destroyed or damaged by fire or other casualty, any Owner who has used the Party Wall may restore it, and if the other Owners thereafter make use of the Party Wall, they shall contribute to the cost of restoration in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. Notwithstanding any other provision of this Section, an Owner who by his negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to and run with the land and shall pass to such Owner's successors in title.

7.06 Fences. No fences, except those installed by Declarant, shall be erected or maintained on the Property or any Lot. The fencing installed by Declarant shall be maintained and replaced, in the same location as originally installed by Declarant, by the Association as a Townhome Service.

7.07 Easement Across Access Areas. A non-exclusive easement is hereby created over and across all Access Areas depicted on Exhibit E attached hereto, in favor of the Association and its Members and guests, for pedestrian access over and across the Access Areas. The landscaping within the Access Areas will be maintained by the Association.

7.08 Existing Title Exceptions. In addition to the terms of this Declaration and the easements, conditions and restrictions set forth herein, the Community is also subject to recorded easements, licenses and other matters listed on Exhibit G attached hereto.

ARTICLE VIII DURATION AND AMENDMENT .

8.01 Duration. This Declaration shall run with and bind the Property and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors and assigns in perpetuity until termination of the common interest community in accordance with the Act.

8.02 Amendments by Declarant. During the Period of Declarant Control, Declarant may unilaterally amend this Declaration as follows without the approval of any other Owners:

- (a) to add or withdraw property from this Declaration as provided in this

Declaration;

(b) as may be necessary to bring any provision into compliance with the Act, the requirements, standards or guidelines of any of the Lending Agencies, or any other governmental agencies; or as necessary to enable any title insurance company to issue title insurance coverage on the Lots; provided that no such amendments may adversely affect title to any Lot unless the Owner thereof consents thereto in writing;

(c) to correct clerical, typographical or technical errors; and

(d) as otherwise may be permitted by the Act.

8.03 Amendments by Owners. Except as provided in Section 8.2 above or other provisions of this Declaration or the Act, this Declaration may be amended only by the vote or agreement of Owners of Lots to which at least fifty percent (50%) of the votes in the Association are allocated; provided, however that:

(a) So long as Declarant still has the right to subject Additional Property to this Declaration, the written consent of Declarant to an amendment shall be required;

(b) Except to the extent expressly permitted or required by other provisions of this Declaration or the Act, no amendment may increase Special Declarant Rights, increase the number of Lot that May Be Created, or change the boundaries of any Lot or the allocated interest of a Lot in the absence of a vote or agreement of Owners of Lots to which at least 67% of the votes in the Association, including 67% of the votes allocated to Lots not owned by the Declarant, are allocated;

(c) Except to the extent expressly permitted or required by other provisions of this Declaration or the Act, no amendment may change the uses to which any Lot is restricted in the absence of a vote or agreement of Owners of Lots to which at least 67% of the votes in the Association are allocated;

(d) The percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

8.04 Recording of Amendments. Every amendment to the Declaration must be recorded in every county in which any portion of the Property is located, and is effective only upon recordation. Amendments shall be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

8.05 Time Limit for Challenges. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one year after the

amendment is recorded.

8.06 Termination of Community. The Community may be terminated only as permitted by and in accordance with the provisions of the Act and this Declaration.

ARTICLE IX DISPUTE RESOLUTION PROCEDURES

9.01 Alternate Dispute Resolution. The Declarant, the Association (including its officers, directors and committee members), all Owners, and any other person or entity not otherwise subject to this Declaration who agrees to submit to this Article (a "Bound Party") agree to encourage the amicable resolution of disputes involving the Community without the emotional and financial costs of litigation. Accordingly, each Bound Party hereby covenants and agrees to submit all claims, grievances, controversies or disputes arising out of or relating to the interpretation, application or enforcement of this Declaration, the Bylaws, the Rules and Regulations; the design or construction of any improvements on the Property; or otherwise relating to the Community, including any claims against the Declarant (the "Claims") to the dispute resolution procedures set forth in this Article IX, with the exception of the "Exempt Claims" described in Section 9.02 below.

9.02. Exempt Claims. The provisions of this Article shall not apply to, and the term "Claims" shall not include, any of the following: (a) the imposition and collection of Assessments or other charges levied by the Association, including actions to foreclose assessment liens; (b) a suit by the Association to obtain a temporary restraining order (or equivalent emergency relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of this Declaration or the Rules and Regulations of the Association; (c) proceedings involving challenges to ad valorem taxation, (d) counterclaims brought by the Association in proceedings instituted against it; (e) claims made by the Association, either on its own behalf or as a representative of one or more Owners, where the total amount in controversy is less than \$10,000; (f) any suit by a Bound Party for declaratory relief which seeks a determination as to the applicability, clarification or interpretation of any provisions of this Declaration, the Bylaws or the Rules and Regulations; and (g) claims against a non-Bound Party.

9.03 Claim Resolution Procedures. All Claims other than Exempt Claims shall be resolved using the following procedures in lieu of litigation:

(a) Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent"), other than an Exempt Claim, shall notify each Respondent in writing of the Claim (the "Notice"), stating plainly and concisely (i) the nature of the Claim, including the date, time, location, persons involved, and Respondent's role in the Claim, (ii) the basis of the Claim (i.e. the provisions of this Declaration, the Bylaws, the Articles, Rules or Regulations or other authority out of which the Claim arises); (iii) what Claimant wants Respondent to do or not do to resolve the Claim; and (iv) that Claimant wishes to resolve the Claim by mutual agreement with

Respondent, and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.

(b) Each Claimant and Respondent (the "Parties") shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation.

(c) Upon receipt of a written request from any Party, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in resolving the dispute by negotiation, if in its discretion it believes its efforts will be beneficial to the Parties and to the welfare of the Community.

(d) If the Parties do not resolve the Claim through negotiation within thirty days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have thirty additional days within which to submit the Claim to mediation under the auspices of an independent mediation service designated by the Association or such other mediator upon which the Parties may agree.

(e) If Claimant does not submit the Claim to mediation within thirty days after Termination of Negotiations, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to persons or entities not a Party to the foregoing proceedings.

(f) If the Parties do not settle the Claim within thirty days after submission of the matter to the mediation process, or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth when and where the parties met, that the Parties are at an impasse, and the date that mediation was terminated.

(g) Each Party shall, within ten days of the Termination of Mediation, make a written offer of settlement in an effort to resolve the Claim. The Claimant shall make a final written settlement demand ("Settlement Demand") to the Respondent. The Respondent shall make a final written settlement offer ("Settlement Offer") to the Claimant. If the Claimant fails to make a Settlement Demand, Claimant's original Notice shall constitute the Settlement Demand. If the Respondent fails to make a Settlement Offer, Respondent shall be deemed to have made a "zero" or "take nothing" Settlement Offer.

(h) Subject to subsections (i) and (j) below, if the Parties do not agree in writing to accept either the Settlement Demand, the Settlement Offer, or otherwise resolve the Claim within twenty days of the Termination of Mediation, the Claimant shall have fifteen additional days to submit the Claim to arbitration in accordance with the appropriate rules of the American Arbitration Association, or the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided nothing herein shall release or discharge Respondent from any liability to persons not a

party to the foregoing proceedings. If the American Arbitration Association ceases to exist then a similar organization shall be designated by the Association.

(i) The Association, acting either on its own behalf or as a representative of one or more Owners, may not submit a Claim (other than an Exempt Claim) to arbitration until and unless such action is specifically authorized, on a case by case basis, by Owners holding at least sixty-seven percent (67%) of the votes entitled to be cast within the Association. To obtain such vote, the Association shall hold a meeting of Members no sooner than ten days after the Association has provided a written statement to all Owners and Eligible Mortgagees discussing the potential Claim. Such written statement must include at least the following information: (i) a statement of the Claim and the opposing party's response thereto, including any settlement offer; (ii) an estimate of the time and costs of pursuing such Claim, (iii) the potential impact of the Claim on the marketability of the Owners' property, and (iv) a statement advising the Owners of any duty to disclose the Claim to prospective purchasers of their property. Such written statement shall also be sent to the opposing party at least ten days before such meeting and the opposing party shall have the right to attend and make a presentation at such meeting. The Association may not proceed with arbitration (or litigation) of such a Claim without compliance with this subsection (i).

(j) If a Claim brought by the Association on its own behalf, or as a representative of one or more Owners, materially affects the marketability of a Lot, the Association shall, in addition to any other requirement of this Article, obtain the written consent of the first Mortgagees holding Mortgages on the Lots involved before proceeding with arbitration.

(k) This Article is an agreement of the Bound Parties to arbitrate all Claims except Exempt Claims and is specifically enforceable under the applicable arbitration law of the State of Colorado. The arbitration award (the "Award") may not include an award of punitive damages, the right to such damages being hereby waived by all Bound Parties. The Award shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Colorado.

(l) If the Claims are resolved through negotiation or mediation as provided above, each Bound Party shall bear all of its own costs incurred in resolving the Claims, including its attorneys fees and mediation expenses, unless the Bound Parties otherwise agree. If the Claims are not resolved through negotiation or mediation as provided above and the Claims go to binding arbitration, the "Prevailing Party" shall receive as a part of its Award from the opposing Party(ies) all of its costs, including attorneys fees, costs for other representatives in resolving such Claim, and any expenses incurred as a result of the dispute resolution procedures of this Article.

(m) For purposes of subparagraph (l) above, if the Award is equal or more favorable to Claimant than Claimant's Settlement Demand, the Claimant shall be deemed to be the Prevailing Party; if the Award is equal to or less favorable to Claimant than any respondent's Settlement Offer, such Respondent shall be deemed to be the Prevailing Party. If

neither of the above apply, neither party shall be deemed a Prevailing Party and each shall bear its own costs and expenses, including attorneys fees.

(n) If the Parties agree to resolve any Claim through negotiation or mediation as set forth above, and any Party thereafter fails to abide by the terms of such agreement, or if any Party fails to comply with the Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without need to comply with the provisions of this Article. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including without limitation, attorneys fees and cost.

ARTICLE X GENERAL PROVISIONS

10.01 Enforcement. The covenants, conditions, and restrictions herein contained and amendments made hereunder shall run with the land be binding upon and inure to the benefit of the Association, the Declarant and Lot Owners and may be enforced as provided in this Declaration. The decisions of the Executive Board may not be overturned unless determined to be clearly erroneous.

10.02 No Waiver. No assent, expressed or implied, to any breach of any one or more of the covenants, conditions and restrictions shall be deemed to be a waiver of any succeeding or other breach.

10.03 Damages. An Owner shall be liable and responsible for payment of any loss or damage to any person or property caused by the act or negligence of the Owner or such Owner's guests which occurs within the Property or any Common Area. Any such loss or damages together with reasonable attorneys' fees and costs of collection may be recovered from the Owner by means of a fine, an Individual Assessment or any other legal means.

10.04 Registration of Mailing Address. Each Owner and each First Mortgagee shall register his mailing address with the Association, and except for annual statements and other routine notices, all other notices or demands intended to be served upon an Owner, or upon a First Mortgagee, shall be sent by either registered or certified mail, postage prepaid, addressed in the name of such Person or entity at such registered mailing address. However, if any Owner fails to notify the Association of a registered address, then any notice or demand may be delivered or sent, as aforesaid, to such Owner at the address of such Owner's Lot. All notices, demands, or other notices intended to be served upon the Executive Board or the Local Association during the Period of Declarant Control shall be sent by registered or certified mail, postage prepaid, c/o McStain Enterprises, Inc., 75 Manhattan Drive, Suite 1, Boulder, Colorado 80303, unless such address is changed by the Association during the Period of Declarant Control; subsequent to termination of the Period of Declarant Control, the Association shall notify the Owners of a different address for notices.

10.05 No Representation. Except as expressly set forth in this Declaration, Declarant makes no representation regarding use of any Lot. Declarant makes no representations as to the existence, preservation or permanence of any view from any Lot.

10.06 Books and Records. The Association shall have current copies of the Declaration, its Articles of Incorporation and Bylaws, and its rules and regulations, as well as its own books, records and financial statements available for inspection of the Owners and First Mortgagees, or such parties' designated representatives, during reasonable business hours. The Association shall also make available to prospective purchasers of Lots copies of the Declaration, its Articles of Incorporation, Bylaws, rules and regulations, and the most recent annual audited financial statement, if such is prepared.

10.07 Successors and Assigns. This Declaration shall be binding upon and shall inure to the benefit of the Declarant and each Owner and to the heirs, representatives, Personal Representatives, successors and assigns of each of them.

10.08 Severability. If any portion of this Declaration becomes invalidated in any manner whatsoever, it shall not affect in any manner the validity, enforceability or effect of the remainder of this Declaration and in such event, all other provisions of this Declaration shall continue in full force and effect.

10.9 Numbers and Genders. Whenever used herein, unless the context provides otherwise, the singular number shall include the plural, the plural shall include the singular and the use of any gender shall include both genders.

IN WITNESS WHEREOF, the Association caused this Declaration to be executed this 15 day of August, 2002.

MCSTAIN ENTERPRISES, INC.
DECLARANT



President

ATTEST:



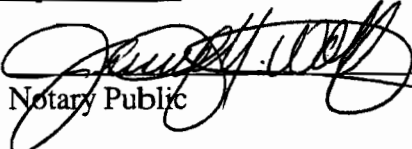
Secretary

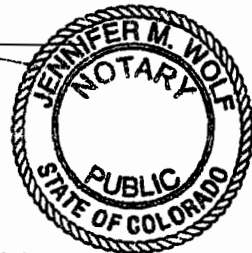
STATE OF COLORADO)
) SS.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 15th day of August, 2002 by Eric Wittenburg as President and Bruce Valentine as Secretary of McStain Enterprises, Inc., a Colorado corporation.

WITNESS my hand and official seal.

My commission expires: 2-23-05


Notary Public



My Commission Expires 02/23/2005

CONSENT OF MASTER DECLARANT

Forest City Stapleton, Inc., a Colorado corporation, Declarant under the Master Declaration, evidences its consent to and approval of the foregoing Declaration, this 19th day of August, 2002.

FOREST CITY STAPLETON, INC.
a Colorado corporation

By: _____

A handwritten signature in black ink, appearing to read "John S. Lyle", is written over a horizontal line.

EXHIBIT A

"PROPERTY"

Those portions of
Lot 1 of Block 11 and
Lot 1 of Block 13
of Stapleton Filing No. 2,
City and County of Denver,
State of Colorado
described on Exhibits A-1 through and including A-18 attached hereto

EXHIBIT A



NORTH
SCALE: 1"=20'

WEST LINE
LOT 1,
BLK 11

SYRACUSE COURT (60' R.O.W.)

N00°00'00"W
70.00'

NW COR. OF LOT 1, BLK 11
POINT OF COMMENCEMENT

POINT OF
BEGINNING

N90°00'00"E

34.00'

7750

S00°00'00"W
70.00'

S90°00'00"W

34.00'

29TH AVENUE (142' R.O.W.)

NORTH LINE
LOT 1, BLK 11

20' UTILITY & PUBLIC ACCESS EASEMENT

A PART OF LOT 1, BLOCK 11, STAPLETON FILING NO. 2, AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 11
STAPLETON FILING NO. 2

THENCE N 90°00'00" E, A DISTANCE OF 34.00 FEET;

THENCE S 00°00'00" W, A DISTANCE OF 70.00 FEET;

THENCE S 90°00'00" W, A DISTANCE OF 34.00 FEET;

THENCE N 00°00'00" W, A DISTANCE OF 70.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 2380 SQUARE FEET OR 0.055 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF 29TH AVENUE, STAPLETON FILING NO. 2 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, AS BEARING N 90°00'00" E.



MNA, Inc.

CIVIL & STRUCTURAL ENGINEERS



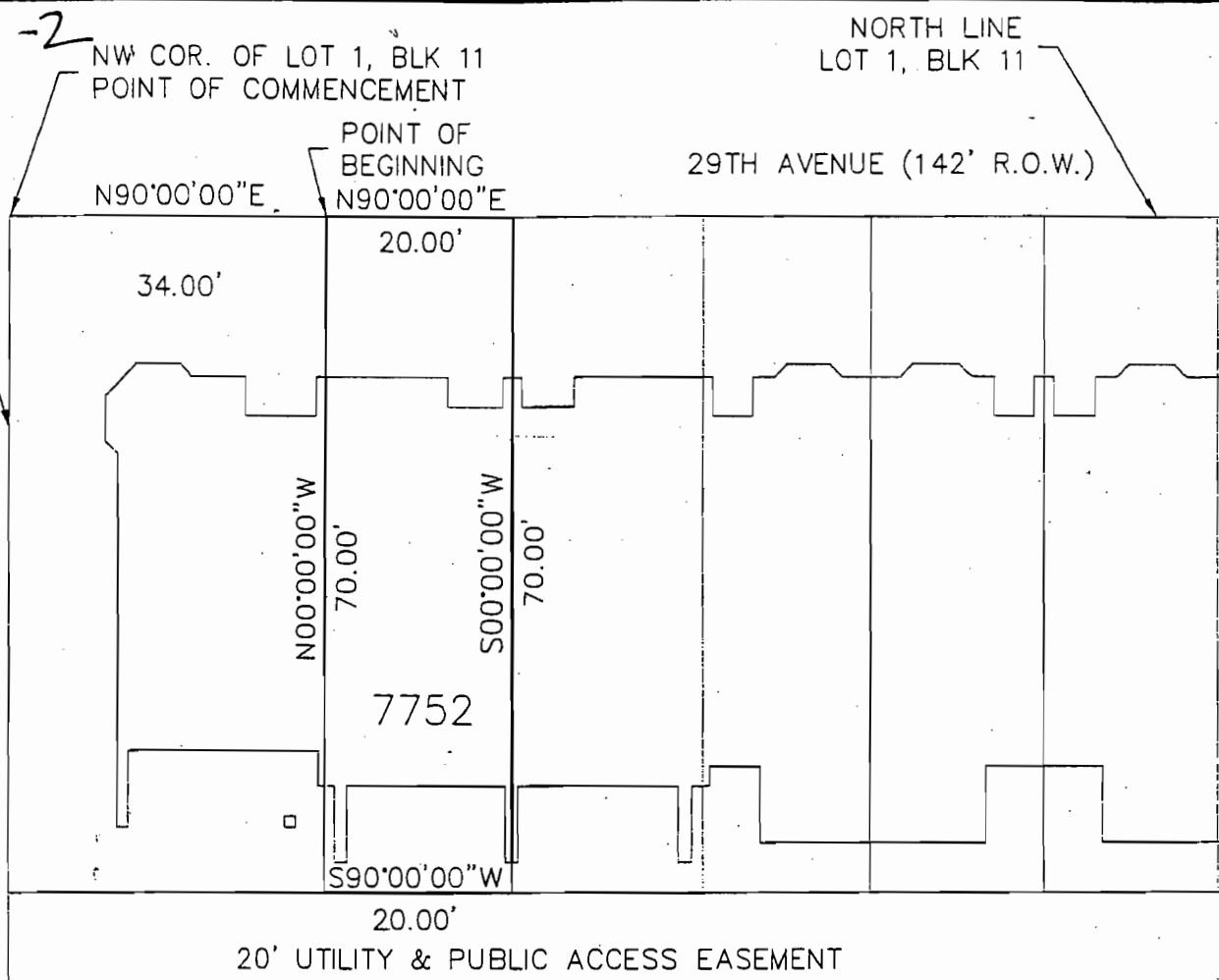
4521 E. Virginia Avenue, Suite 200
Denver, Colorado 80246
(303) 377-6601

EXHIBIT A -2



WEST LINE
LOT 1,
BLK 11

SYRACUSE COURT (60' R.O.W.)



A PART OF LOT 1, BLOCK 11, STAPLETON FILING NO. 2, AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 11 STAPLETON FILING NO. 2

THENCE N 90°00'00" E, A DISTANCE OF 34.00 FEET, TO THE POINT OF BEGINNING;
THENCE N 90°00'00" E, A DISTANCE OF 20.00 FEET;
THENCE S 00°00'00" W, A DISTANCE OF 70.00 FEET;
THENCE S 90°00'00" W, A DISTANCE OF 20.00 FEET;
THENCE N 00°00'00" W, A DISTANCE OF 70.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1400 SQUARE FEET OR 0.032 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF 29TH AVENUE, STAPLETON FILING NO. 2 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, AS BEARING N 90°00'00" E.



MNA, Inc.

CIVIL & STRUCTURAL ENGINEERS



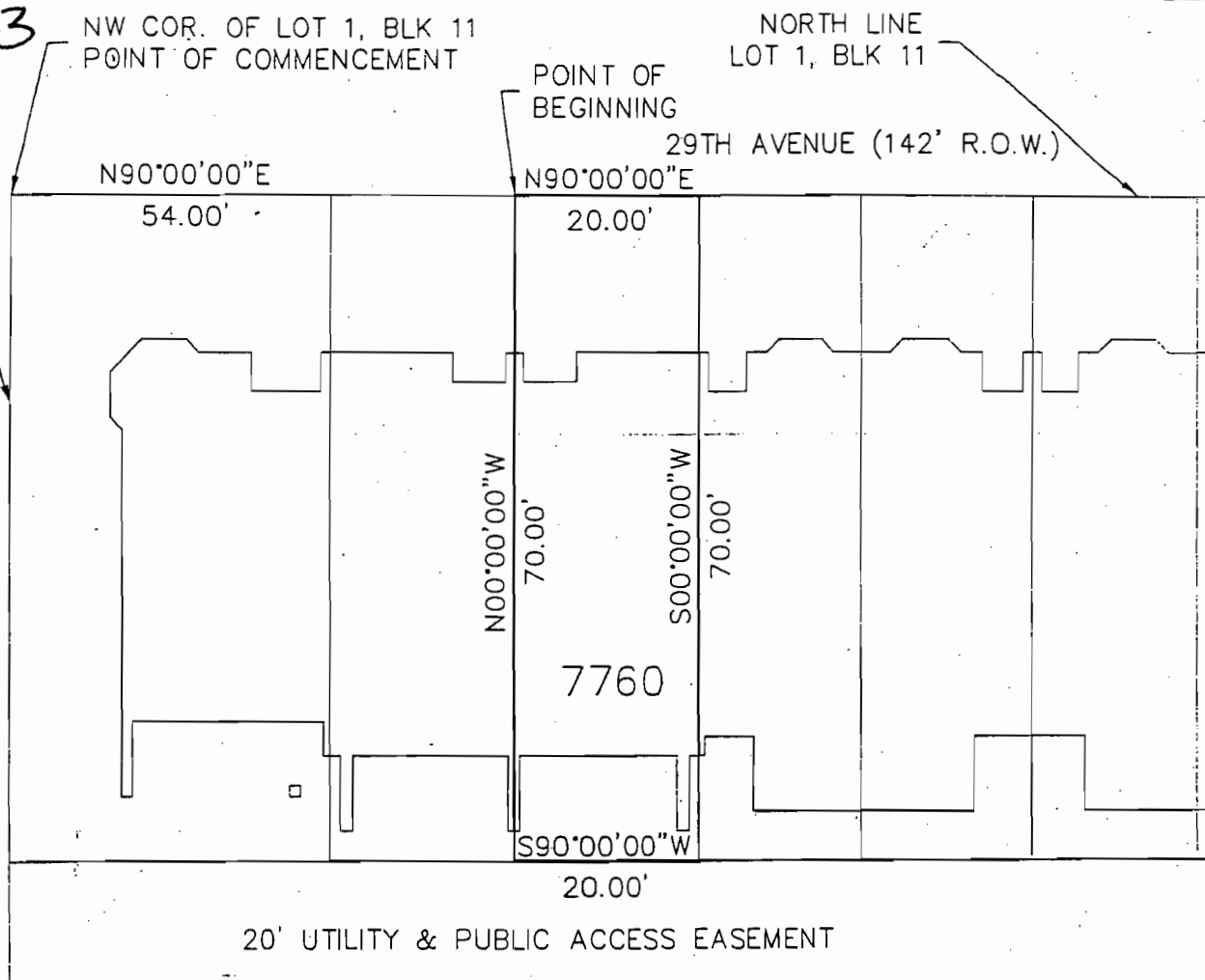
4521 E. Virginia Avenue, Suite 200
Denver, Colorado 80246
(303) 377-6601

EXHIBIT A-3



WEST LINE
LOT 1,
BLK 11

SYRACUSE COURT (60' R.O.W.)



A PART OF LOT 1, BLOCK 11; STAPLETON FILING NO. 2, AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 11
STAPLETON FILING NO. 2

THENCE N 90°00'00" E, A DISTANCE OF 54.00 FEET, TO THE POINT OF BEGINNING;
THENCE N 90°00'00" E, A DISTANCE OF 20.00 FEET;
THENCE S 00°00'00" W, A DISTANCE OF 70.00 FEET;
THENCE S 90°00'00" W, A DISTANCE OF 20.00 FEET;
THENCE N 00°00'00" W, A DISTANCE OF 70.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1400 SQUARE FEET OR 0.032 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF 29TH AVENUE, STAPLETON FILING NO. 2 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, AS BEARING N 90°00'00" E.



MNA, Inc.

CIVIL & STRUCTURAL ENGINEERS



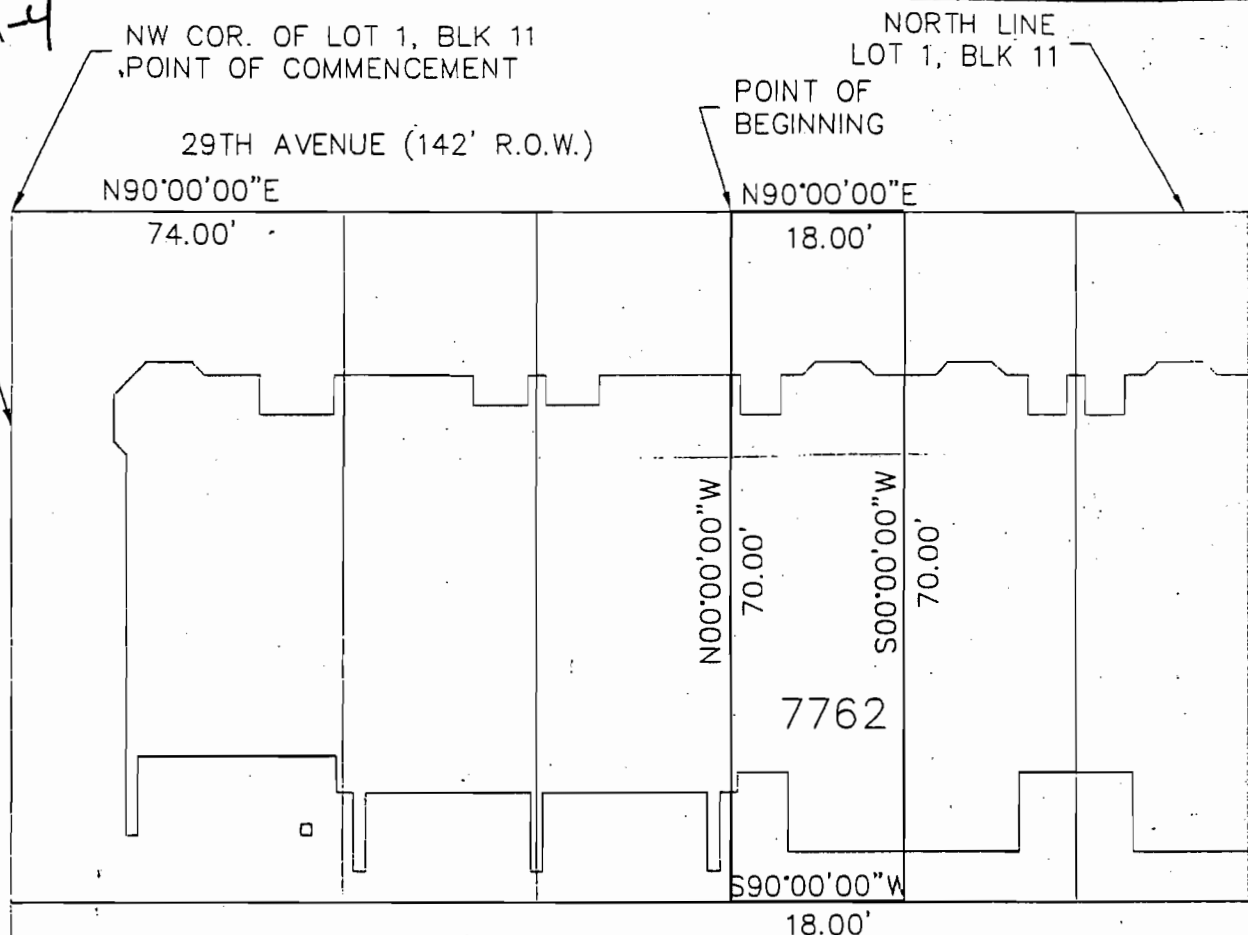
4521 E. Virginia Avenue, Suite 200
Denver, Colorado 80246
(303) 377-8601
FAX (303) 377-8601

EXHIBIT A-4



WEST LINE
LOT 1,
BLK 11

SYRACUSE COURT (60' R.O.W.)



20' UTILITY & PUBLIC ACCESS EASEMENT

A PART OF LOT 1, BLOCK 11, STAPLETON FILING NO. 2, AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 11 STAPLETON FILING NO. 2

THENCE N 90°00'00" E, A DISTANCE OF 74.00 FEET, TO THE POINT OF BEGINNING;
THENCE N 90°00'00" E, A DISTANCE OF 18.00 FEET;
THENCE S 00°00'00" W, A DISTANCE OF 70.00 FEET;
THENCE S 90°00'00" W, A DISTANCE OF 18.00 FEET;
THENCE N 00°00'00" W, A DISTANCE OF 70.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1260 SQUARE FEET OR 0.029 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF 29TH AVENUE, STAPLETON FILING NO. 2 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, AS BEARING N 90°00'00" E.



MNA, Inc.

CIVIL & STRUCTURAL ENGINEERS



4521 E. Virginia Avenue, Suite 200
Denver, Colorado 80246
(303) 377-6601

EXHIBIT A-5



WEST LINE
LOT 1,
BLK 11

SYRACUSE COURT (60' R.O.W.)

NW COR. OF LOT 1, BLK 11
POINT OF COMMENCEMENT

29TH AVENUE (142' R.O.W.)

N90°00'00"E

92.00'

NORTH LINE
LOT 1, BLK 11
POINT OF
BEGINNING

N90°00'00"E

18.00'

N00°00'00"W

70.00'

S00°00'00"W

70.00'

7770

S90°00'00"W

18.00'

20' UTILITY & PUBLIC ACCESS EASEMENT

A PART OF LOT 1, BLOCK 11, STAPLETON FILING NO. 2, AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 11 STAPLETON FILING NO. 2

THENCE N 90°00'00"E, A DISTANCE OF 92.00 FEET, TO THE POINT OF BEGINNING;

THENCE N 90°00'00"E, A DISTANCE OF 18.00 FEET;

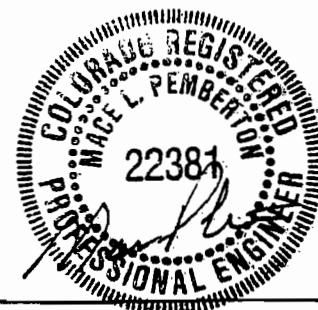
THENCE S 00°00'00"W, A DISTANCE OF 70.00 FEET;

THENCE S 90°00'00"W, A DISTANCE OF 18.00 FEET;

THENCE N 00°00'00"W, A DISTANCE OF 70.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1260 SQUARE FEET OR 0.029 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF 29TH AVENUE, STAPLETON FILING NO. 2 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, AS BEARING N 90°00'00" E.



MNA, Inc.

CIVIL & STRUCTURAL ENGINEERS



4521 E. Virginia Avenue, Suite 200
Denver, Colorado 80246
(303) 377-6601

EXHIBIT A-6



NW COR. OF LOT 1, BLK 11
POINT OF COMMENCEMENT

NORTH LINE
LOT 1, BLK 11
POINT OF
BEGINNING

29TH AVENUE (142' R.O.W.)

N90°00'00"E

N90°00'00"E

WEST LINE
LOT 1,
BLK 11

SYRACUSE COURT (60' R.O.W.)

110.00'

18.00'

N00°00'00"W

70.00'

S00°00'00"W

70.00'

7772

S90°00'00"W

18.00'

20' UTILITY & PUBLIC ACCESS EASEMENT

A PART OF LOT 1, BLOCK 11, STAPLETON FILING NO. 2, AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 11 STAPLETON FILING NO. 2

THENCE N 90°00'00"E, A DISTANCE OF 110.00 FEET, TO THE POINT OF BEGINNING;

THENCE N 90°00'00"E, A DISTANCE OF 18.00 FEET;

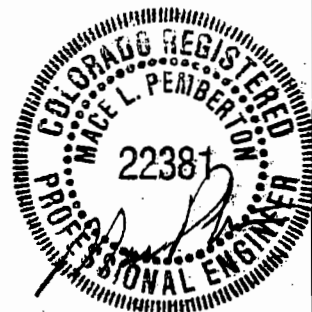
THENCE S 00°00'00"W, A DISTANCE OF 70.00 FEET;

THENCE S 90°00'00"W, A DISTANCE OF 18.00 FEET;

THENCE N 00°00'00"W, A DISTANCE OF 70.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1260 SQUARE FEET OR 0.029 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF 29TH AVENUE, STAPLETON FILING NO. 2 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, AS BEARING N 90°00'00" E.



MNA, Inc.

CIVIL & STRUCTURAL ENGINEERS



4521 E. Virginia Avenue, Suite 200
Denver, Colorado 80246
(303) 377-6601
fax (303) 377-6656

EXHIBIT A-7



NW COR. OF LOT 1, BLK 11
POINT OF COMMENCEMENT

NORTH LINE
LOT 1, BLK 11
POINT OF
BEGINNING

29TH AVENUE (142' R.O.W.)

N90°00'00"E

N90°00'00"E

128.00'

18.00'

WEST LINE
LOT 1,
BLK 11

SYRACUSE COURT (60' R.O.W.)

N00°00'00"W

70.00'

S00°00'00"W

70.00'

7780

S90°00'00"W

18.00'

20' UTILITY & PUBLIC ACCESS EASEMENT

A PART OF LOT 1, BLOCK 11, STAPLETON FILING NO. 2, AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 11 STAPLETON FILING NO. 2

THENCE N 90°00'00" E, A DISTANCE OF 128.00 FEET, TO THE POINT OF BEGINNING;

THENCE N 90°00'00" E, A DISTANCE OF 18.00 FEET;

THENCE S 00°00'00" W, A DISTANCE OF 70.00 FEET;

THENCE S 90°00'00" W, A DISTANCE OF 18.00 FEET;

THENCE N 00°00'00" W, A DISTANCE OF 70.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1260 SQUARE FEET OR 0.029 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF 29TH AVENUE, STAPLETON FILING NO. 2 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, AS BEARING N90°00'00" E.



MNA, Inc.

CIVIL & STRUCTURAL ENGINEERS



4521 E. Virginia Avenue, Suite 200
Denver, Colorado 80246

(303) 377-6601

fax (303) 377-6656

EXHIBIT A-8



WEST LINE
LOT 1,
BLK 11

SYRACUSE COURT (60' R.O.W.)

NW COR. OF LOT 1, BLK 11
POINT OF COMMENCEMENT

29TH AVENUE (142' R.O.W.)

N90°00'00"E

146.00'

NORTH LINE
LOT 1, BLK 11
POINT OF
BEGINNING

N90°00'00"E

20.00'

N00°00'00"W

70.00'

S00°00'00"W

70.00'

7782

S90°00'00"W

20.00'

20' UTILITY & PUBLIC ACCESS EASEMENT

A PART OF LOT 1, BLOCK 11, STAPLETON FILING NO. 2, AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 11 STAPLETON FILING NO. 2

THENCE N 90°00'00"E, A DISTANCE OF 146.00 FEET, TO THE POINT OF BEGINNING;

THENCE N 90°00'00"E, A DISTANCE OF 20.00 FEET;

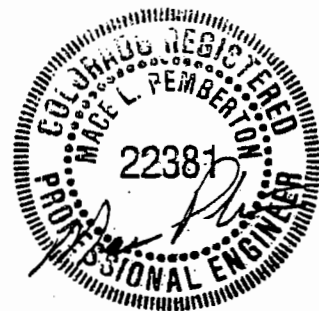
THENCE S 00°00'00"W, A DISTANCE OF 70.00 FEET;

THENCE S 90°00'00"W, A DISTANCE OF 20.00 FEET;

THENCE N 00°00'00"W, A DISTANCE OF 70.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1400 SQUARE FEET OR 0.032 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF 29TH AVENUE, STAPLETON FILING NO. 2 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, AS BEARING N90°00'00" E.



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EXHIBIT A-9



SCALE: 1"=20'

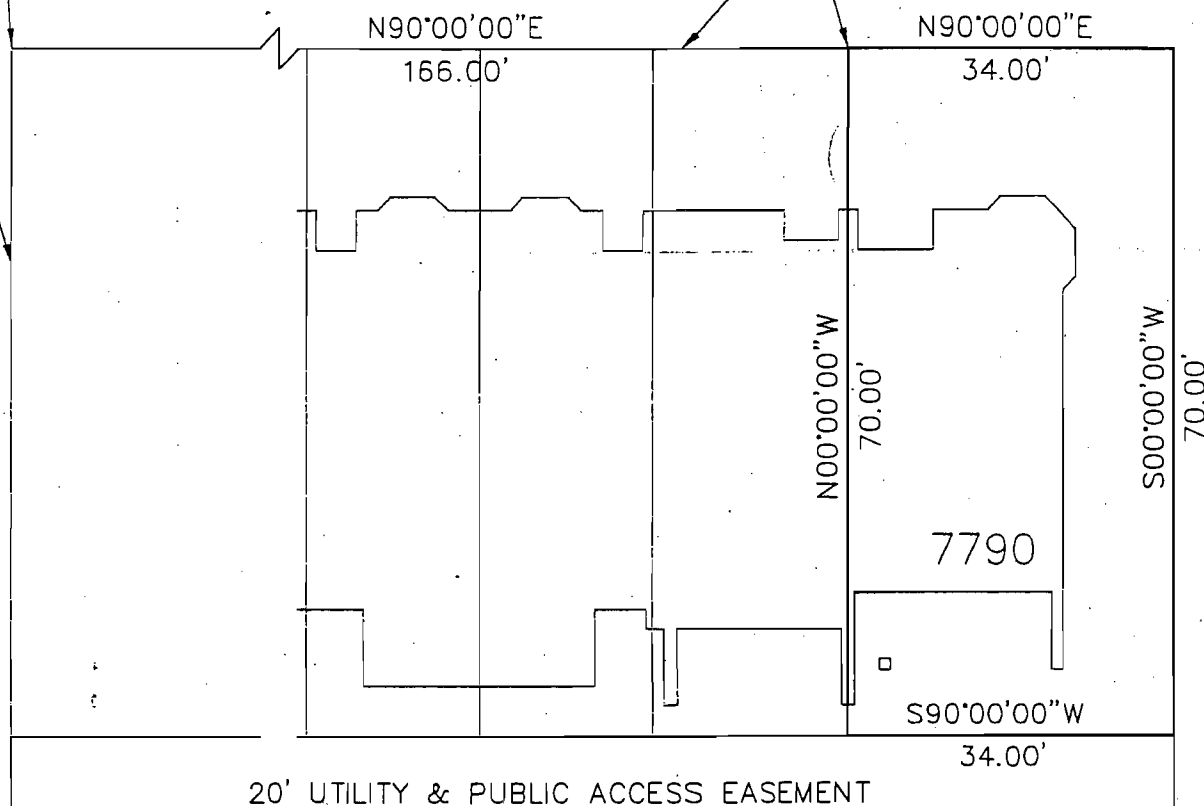
WEST LINE
LOT 1,
BLK 11

SYRACUSE COURT (60' R.O.W.)

NW COR. OF LOT 1, BLK 11
POINT OF COMMENCEMENT

29TH AVENUE (142' R.O.W.)

NORTH LINE
LOT 1, BLK 11
POINT OF
BEGINNING



20' UTILITY & PUBLIC ACCESS EASEMENT

A PART OF LOT 1, BLOCK 11, STAPLETON FILING NO. 2, AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57; RECEPTION NO. 2001043011, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 11
STAPLETON FILING NO. 2

THENCE N 90°00'00" E, A DISTANCE OF 166.00 FEET, TO THE POINT OF BEGINNING;

THENCE N 90°00'00" E, A DISTANCE OF 34.00 FEET;

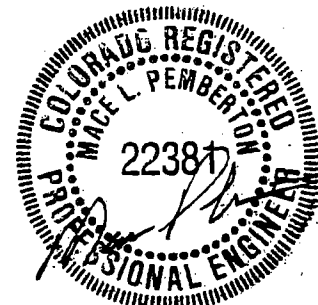
THENCE S 00°00'00" W, A DISTANCE OF 70.00 FEET;

THENCE S 90°00'00" W, A DISTANCE OF 34.00 FEET;

THENCE N 00°00'00" W, A DISTANCE OF 70.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 2380 SQUARE FEET OR 0.055 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF 29TH AVENUE, STAPLETON FILING NO. 2 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, AS BEARING N90°00'00" E.



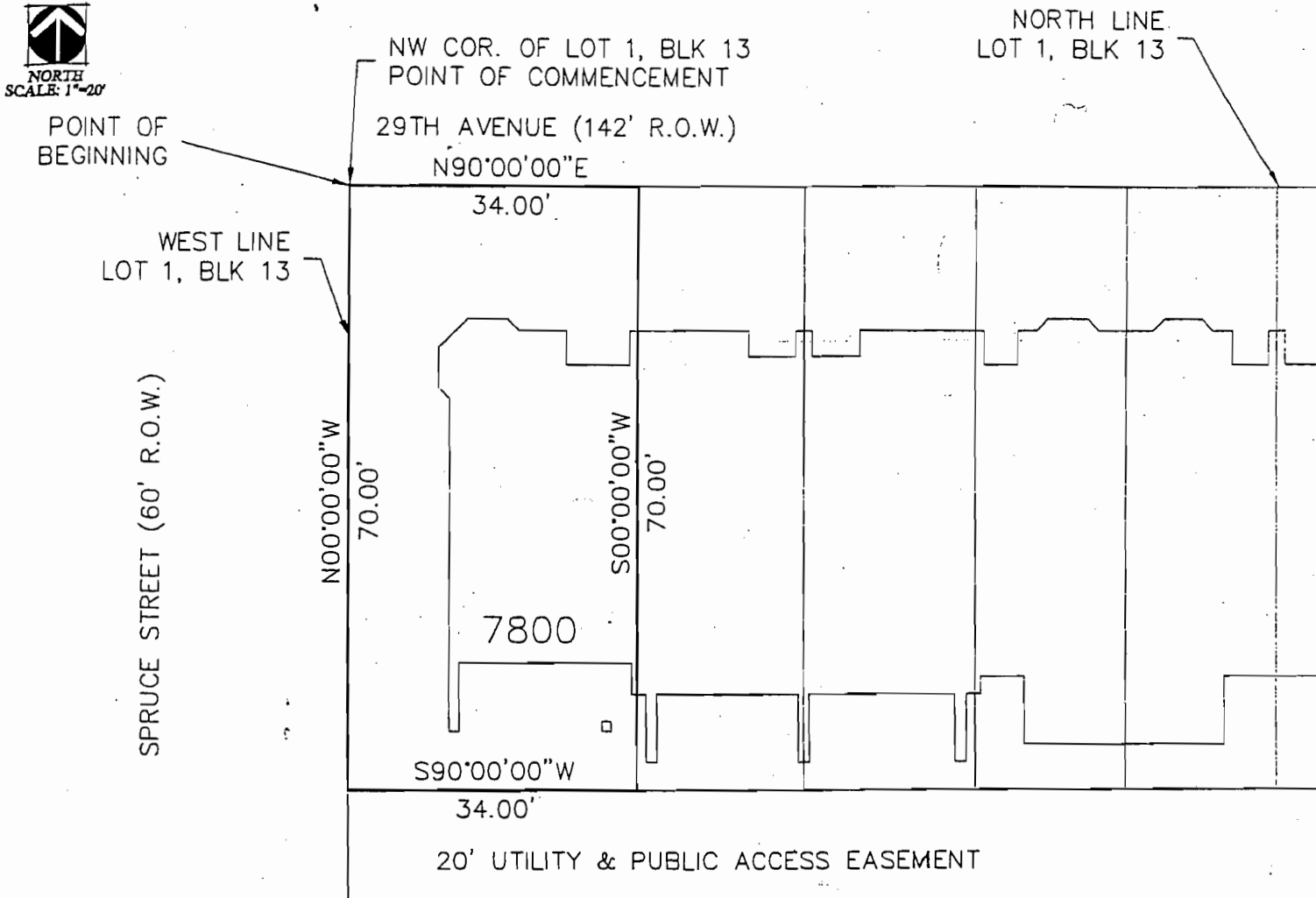
MNA, Inc.

CIVIL & STRUCTURAL ENGINEERS



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Denver, Colorado 80246
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fax (303) 377-6656

EXHIBIT A-10



A PART OF LOT 1, BLOCK 13, STAPLETON FILING NO. 2, AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 13 STAPLETON FILING NO. 2
THENCE N 90°00'00" E, A DISTANCE OF 20.00 FEET;
THENCE S 00°00'00" W, A DISTANCE OF 70.00 FEET;
THENCE S 90°00'00" W, A DISTANCE OF 20.00 FEET;
THENCE N 00°00'00" W, A DISTANCE OF 70.00 FEET, TO THE POINT OF BEGINNING.

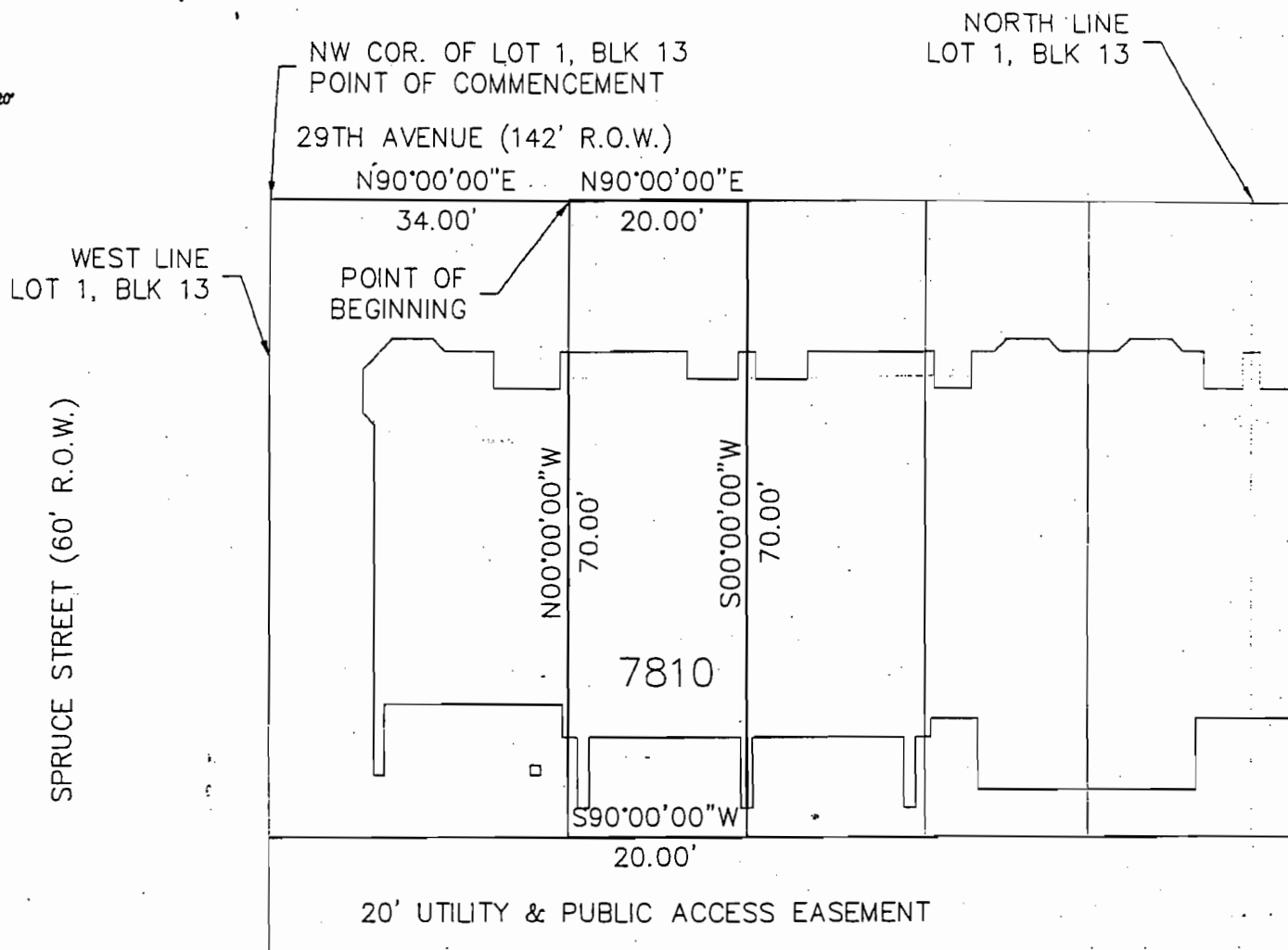
CONTAINING 2380 SQUARE FEET OR 0.055 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF 29TH AVENUE, STAPLETON FILING NO. 2 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, AS BEARING N90°00'00" E.



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Denver, Colorado 80246
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EXHIBIT A-1)



A PART OF LOT 1, BLOCK 13, STAPLETON FILING NO. 2, AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 13 STAPLETON FILING NO. 2

THENCE N 90°00'00" E, A DISTANCE OF 34.00 FEET, TO THE POINT OF BEGINNING;
THENCE N 90°00'00" E, A DISTANCE OF 20.00 FEET;
THENCE S 00°00'00" W, A DISTANCE OF 70.00 FEET;
THENCE S 90°00'00" W, A DISTANCE OF 20.00 FEET;
THENCE N 00°00'00" W, A DISTANCE OF 70.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1400 SQUARE FEET OR 0.032 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF 29TH AVENUE, STAPLETON FILING NO. 2 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, AS BEARING N90°00'00" E.



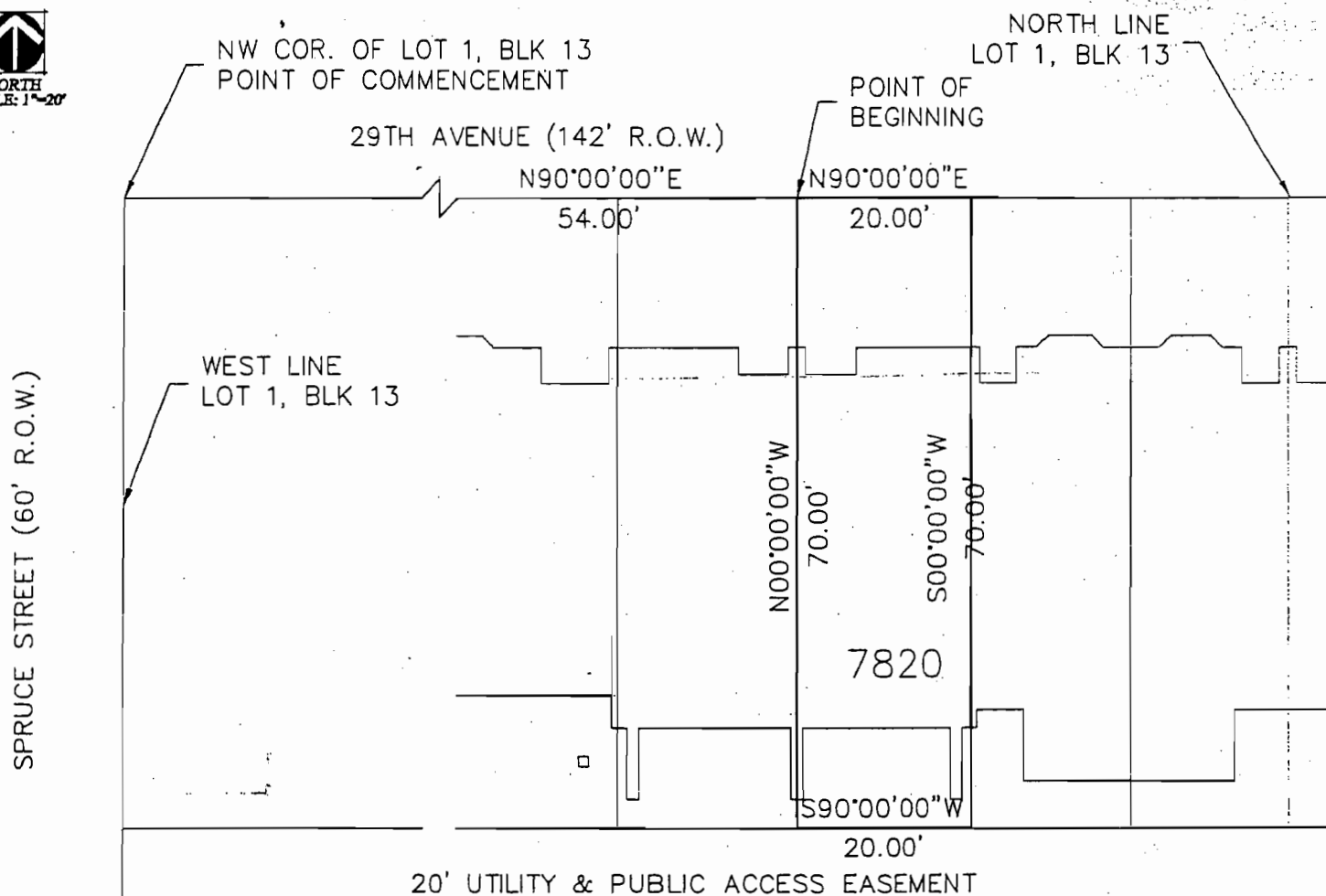
MNA, Inc.

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Denver, Colorado 80246
(303) 377-6601

EXHIBIT A-12



A PART OF LOT 1, BLOCK 13, STAPLETON FILING NO. 2, AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 13 STAPLETON FILING NO. 2

THENCE N 90°00'00" E, A DISTANCE OF 54.00 FEET, TO THE POINT OF BEGINNING;
 THENCE N 90°00'00" E, A DISTANCE OF 20.00 FEET;
 THENCE S 00°00'00" W, A DISTANCE OF 70.00 FEET;
 THENCE S 90°00'00" W, A DISTANCE OF 20.00 FEET;
 THENCE N 00°00'00" W, A DISTANCE OF 70.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1400 SQUARE FEET OR 0.032 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF 29TH AVENUE, STAPLETON FILING NO. 2 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, AS BEARING N90°00'00" E.



MNA, Inc.

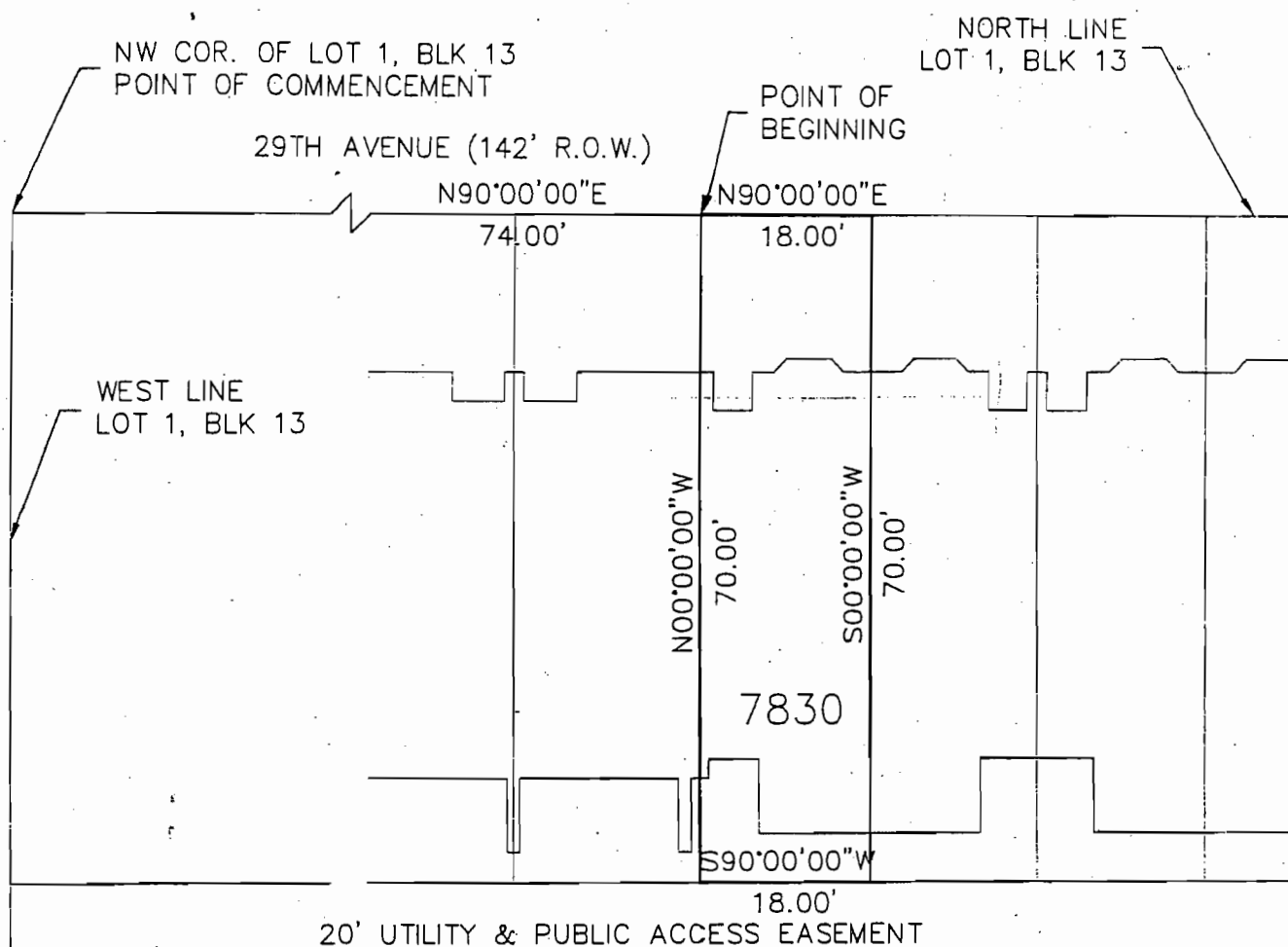
CIVIL & STRUCTURAL ENGINEERS

4521 E. Virginia Avenue, Suite 200
 Denver, Colorado 80246
 (303) 377-6601

EXHIBIT A-13



SPRUCE STREET (60' R.O.W.)



A PART OF LOT 1, BLOCK 13, STAPLETON FILING NO. 2, AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 13 STAPLETON FILING NO. 2

THENCE N 90°00'00" E, A DISTANCE OF 74.00 FEET, TO THE POINT OF BEGINNING;
THENCE N 90°00'00" E, A DISTANCE OF 18.00 FEET;
THENCE S 00°00'00" W, A DISTANCE OF 70.00 FEET;
THENCE S 90°00'00" W, A DISTANCE OF 18.00 FEET;
THENCE N 00°00'00" W, A DISTANCE OF 70.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1260 SQUARE FEET OR 0.029 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF 29TH AVENUE, STAPLETON FILING NO. 2 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, AS BEARING N90°00'00" E.



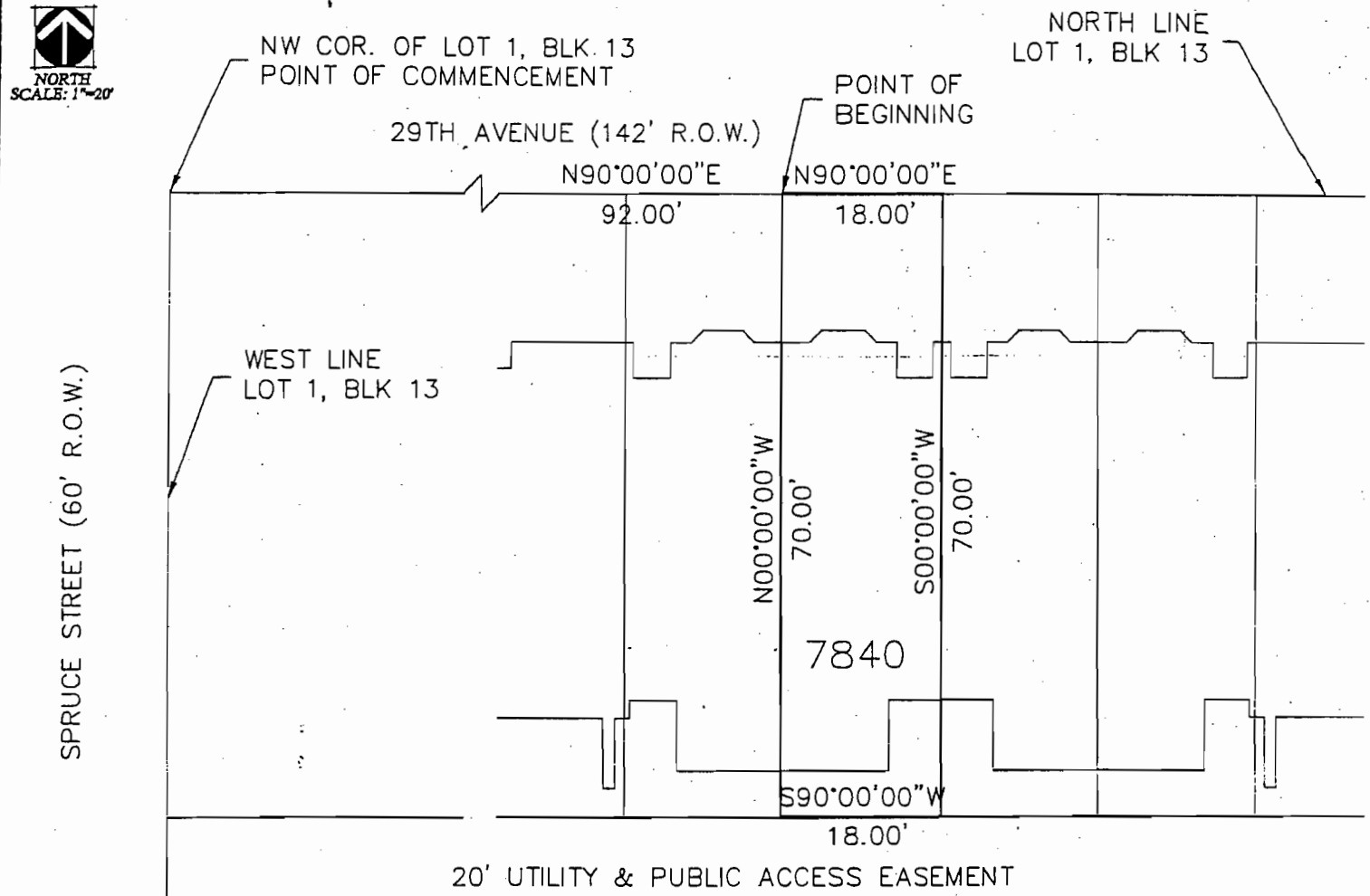
MNA, Inc.

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fax (303) 377-6656

EXHIBIT A-14



A PART OF LOT 1, BLOCK 13, STAPLETON FILING NO. 2, AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 13 STAPLETON FILING NO. 2
 THENCE N 90°00'00" E, A DISTANCE OF 92.00 FEET, TO THE POINT OF BEGINNING;
 THENCE N 90°00'00" E, A DISTANCE OF 18.00 FEET;
 THENCE S 00°00'00" W, A DISTANCE OF 70.00 FEET;
 THENCE S 90°00'00" W, A DISTANCE OF 18.00 FEET;
 THENCE N 00°00'00" W, A DISTANCE OF 70.00 FEET, TO THE POINT OF BEGINNING

CONTAINING 1260 SQUARE FEET OR 0.029 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF 29TH AVENUE, STAPLETON FILING NO. 2 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, AS BEARING N90°00'00" E.



MNA, Inc.

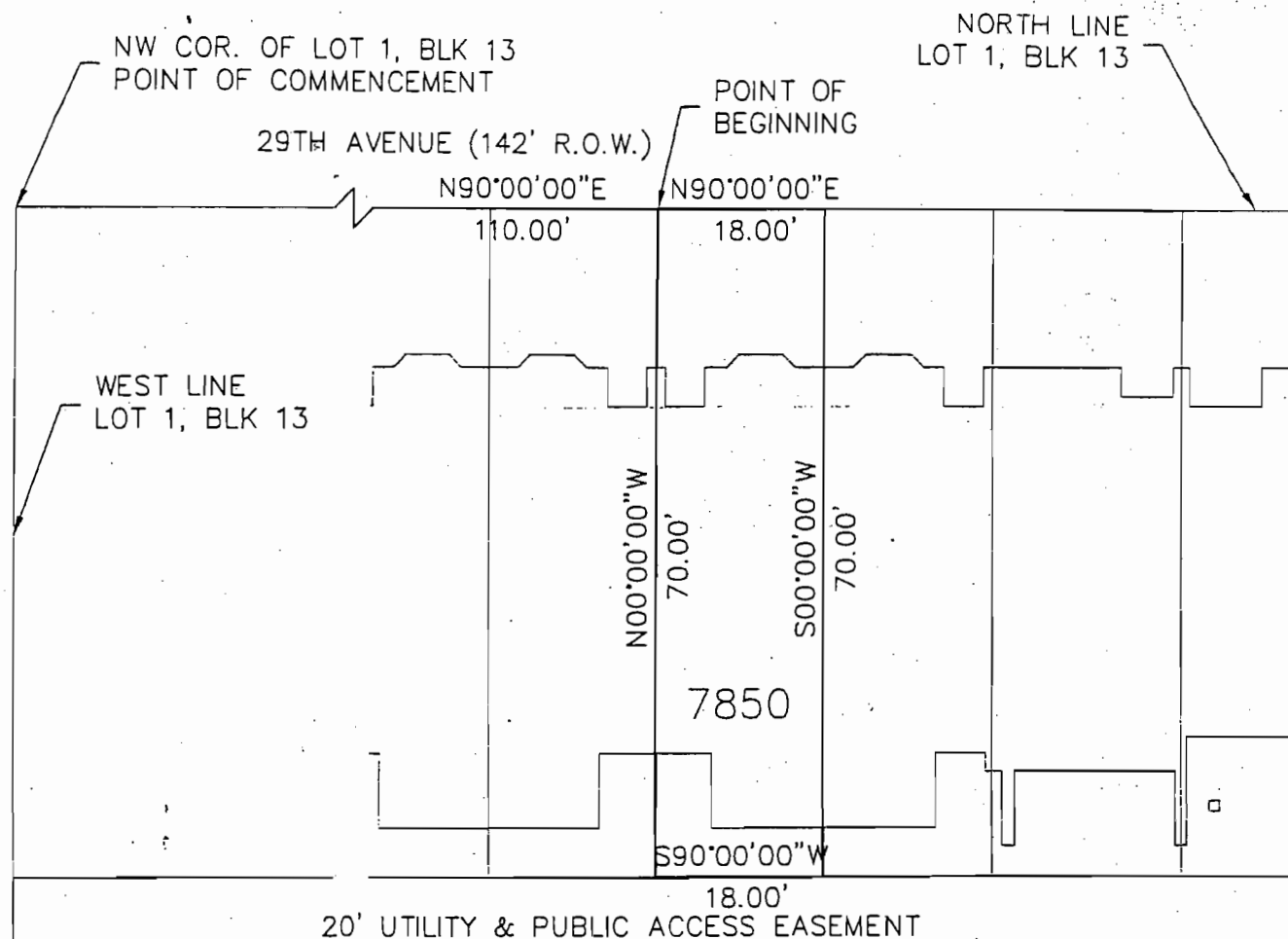
CIVIL & STRUCTURAL ENGINEERS

4521 E. Virginia Avenue, Suite 200
 Denver, Colorado. 80246
 (303) 377-6601

EXHIBIT A -15



SPRUCE STREET (60' R.O.W.)



A PART OF LOT 1, BLOCK 13, STAPLETON FILING NO. 2, AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 13 STAPLETON FILING NO. 2

THENCE N 90°00'00" E, A DISTANCE OF 110.00 FEET, TO THE POINT OF BEGINNING;
THENCE N 90°00'00" E, A DISTANCE OF 18.00 FEET;
THENCE S 00°00'00" W, A DISTANCE OF 70.00 FEET;
THENCE S 90°00'00" W, A DISTANCE OF 18.00 FEET;
THENCE N 00°00'00" W, A DISTANCE OF 70.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1260 SQUARE FEET OR 0.029 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF 29TH AVENUE, STAPLETON FILING NO. 2 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, AS BEARING N90°00'00" E.



MNA, Inc.

CIVIL & STRUCTURAL ENGINEERS



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Denver, Colorado 80246

(303) 377-6601

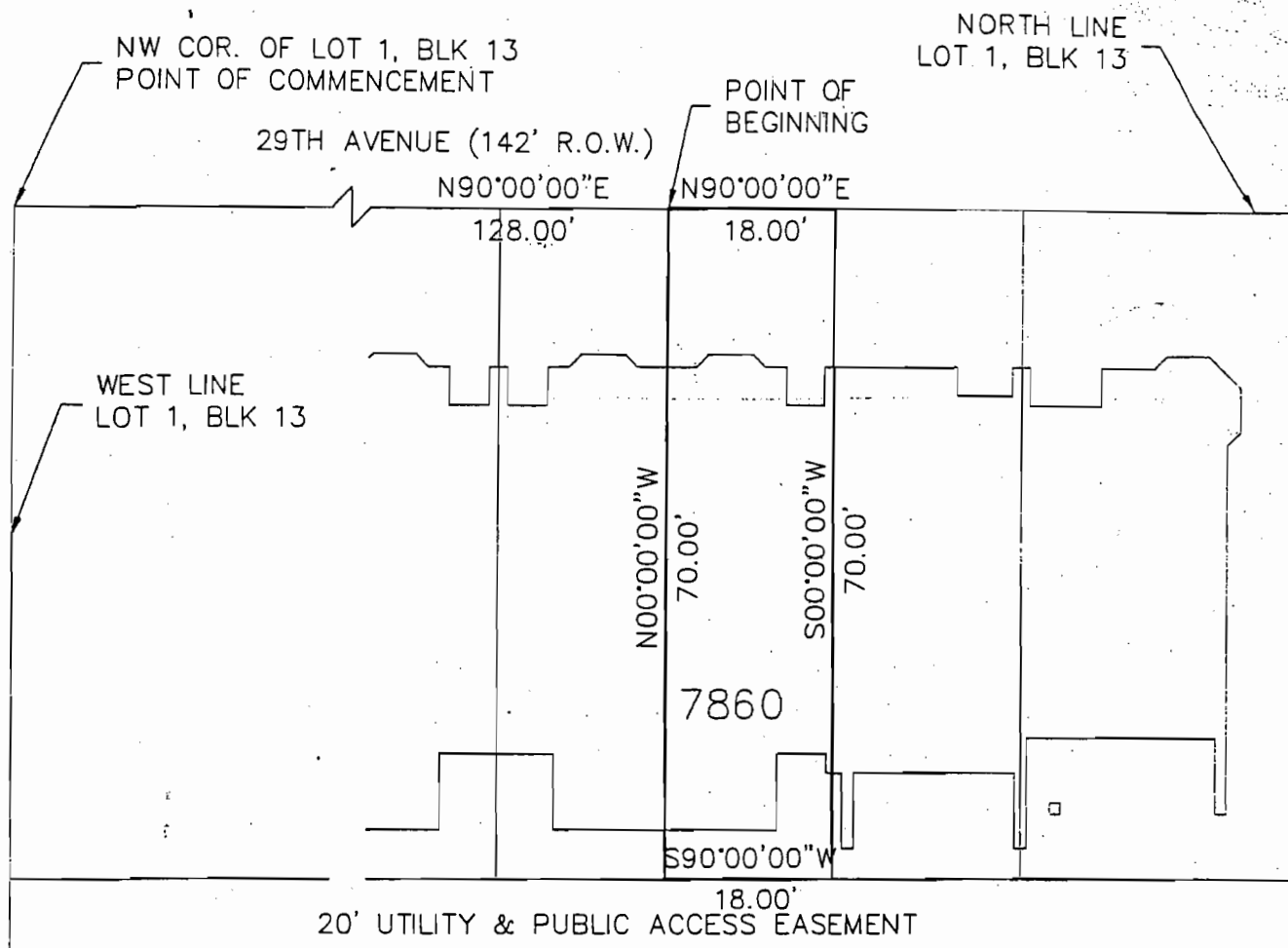
fax (303) 377-6656

EXHIBIT A -14



SCALE: 1"=20'

SPRUCE STREET (60' R.O.W.)



A PART OF LOT 1, BLOCK 13, STAPLETON FILING NO. 2, AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 13 STAPLETON FILING NO. 2

THENCE N 90°00'00" E, A DISTANCE OF 128.00 FEET, TO THE POINT OF BEGINNING;
THENCE N 90°00'00" E, A DISTANCE OF 18.00 FEET;
THENCE S 00°00'00" W, A DISTANCE OF 70.00 FEET;
THENCE S 90°00'00" W, A DISTANCE OF 18.00 FEET;
THENCE N 00°00'00" W, A DISTANCE OF 70.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1260 SQUARE FEET OR 0.029 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF 29TH AVENUE, STAPLETON FILING NO. 2 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, AS BEARING N90°00'00" E.



MNA, Inc.

CIVIL & STRUCTURAL ENGINEERS

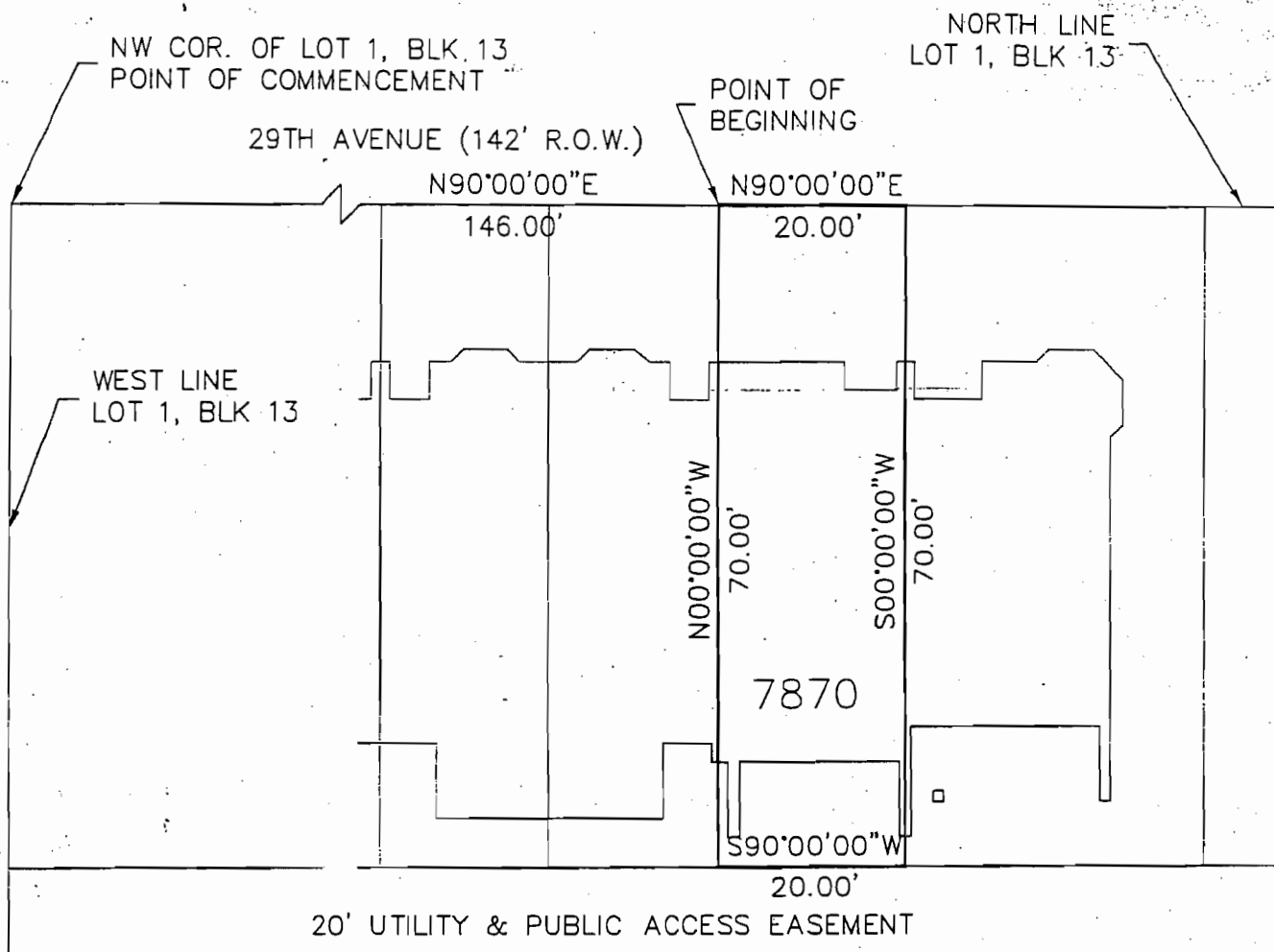


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fax (303) 377-6656

EXHIBIT A -17



SPRUCE STREET (60' R.O.W.)



A PART OF LOT 1, BLOCK 13, STAPLETON FILING NO. 2, AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 13 STAPLETON FILING NO. 2

THENCE N 90°00'00\" E, A DISTANCE OF 146.00 FEET, TO THE POINT OF BEGINNING;
 THENCE N 90°00'00\" E, A DISTANCE OF 20.00 FEET;
 THENCE S 00°00'00\" W, A DISTANCE OF 70.00 FEET;
 THENCE S 90°00'00\" W, A DISTANCE OF 20.00 FEET;
 THENCE N 00°00'00\" W, A DISTANCE OF 70.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1400 SQUARE FEET OR 0.032 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF 29TH AVENUE, STAPLETON FILING NO. 2 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, AS BEARING N90°00'00\" E.



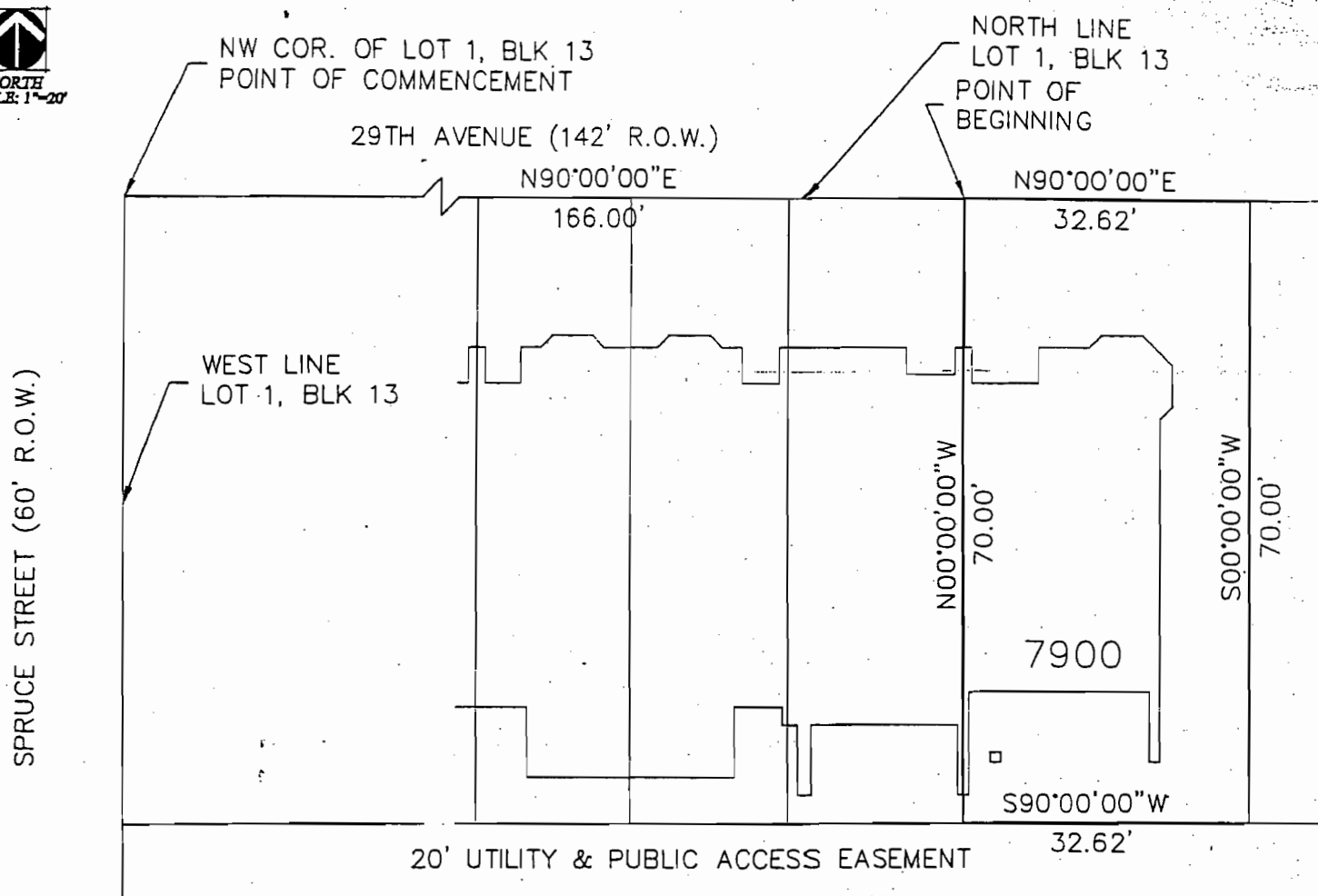
MNA, Inc.

CIVIL & STRUCTURAL ENGINEERS



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 fax (303) 377-6656

EXHIBIT A-18



A PART OF LOT 1, BLOCK 13, STAPLETON FILING NO. 2, AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 13 STAPLETON FILING NO. 2

THENCE N 90°00'00" E, A DISTANCE OF 166.00 FEET, TO THE POINT OF BEGINNING;
 THENCE N 90°00'00" E, A DISTANCE OF 32.62 FEET;
 THENCE S 00°00'00" W, A DISTANCE OF 70.00 FEET;
 THENCE S 90°00'00" W, A DISTANCE OF 32.62 FEET;
 THENCE N 00°00'00" W, A DISTANCE OF 70.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 2284 SQUARE FEET OR 0.052 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF 29TH AVENUE, STAPLETON FILING NO. 2 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, AS BEARING N90°00'00" E.



MNA, Inc.

CIVIL & STRUCTURAL ENGINEERS



4521 E. Virginia Avenue, Suite 200
 Denver, Colorado 80246
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 fax (303) 377-6656

EXHIBIT B

"SPECIFIC ADDITIONAL PROPERTY"

Any portion of
Lot 1 Block 11,
Lot 1 Block 13,
Lot 17 of Block 11,
Lot 2 of Block 14,
Lot 1 of Block 25,
Lot 1 of Block 24,
of Stapleton Filing No. 2,
City and County of Denver,
State of Colorado
not included in Exhibit A

EXHIBIT C

“MAINTENANCE PROPERTIES”

The Tree/Lawn Areas depicted on the drawings attached hereto as Exhibit D.

The Access Areas depicted on the drawings attached hereto as Exhibit E.

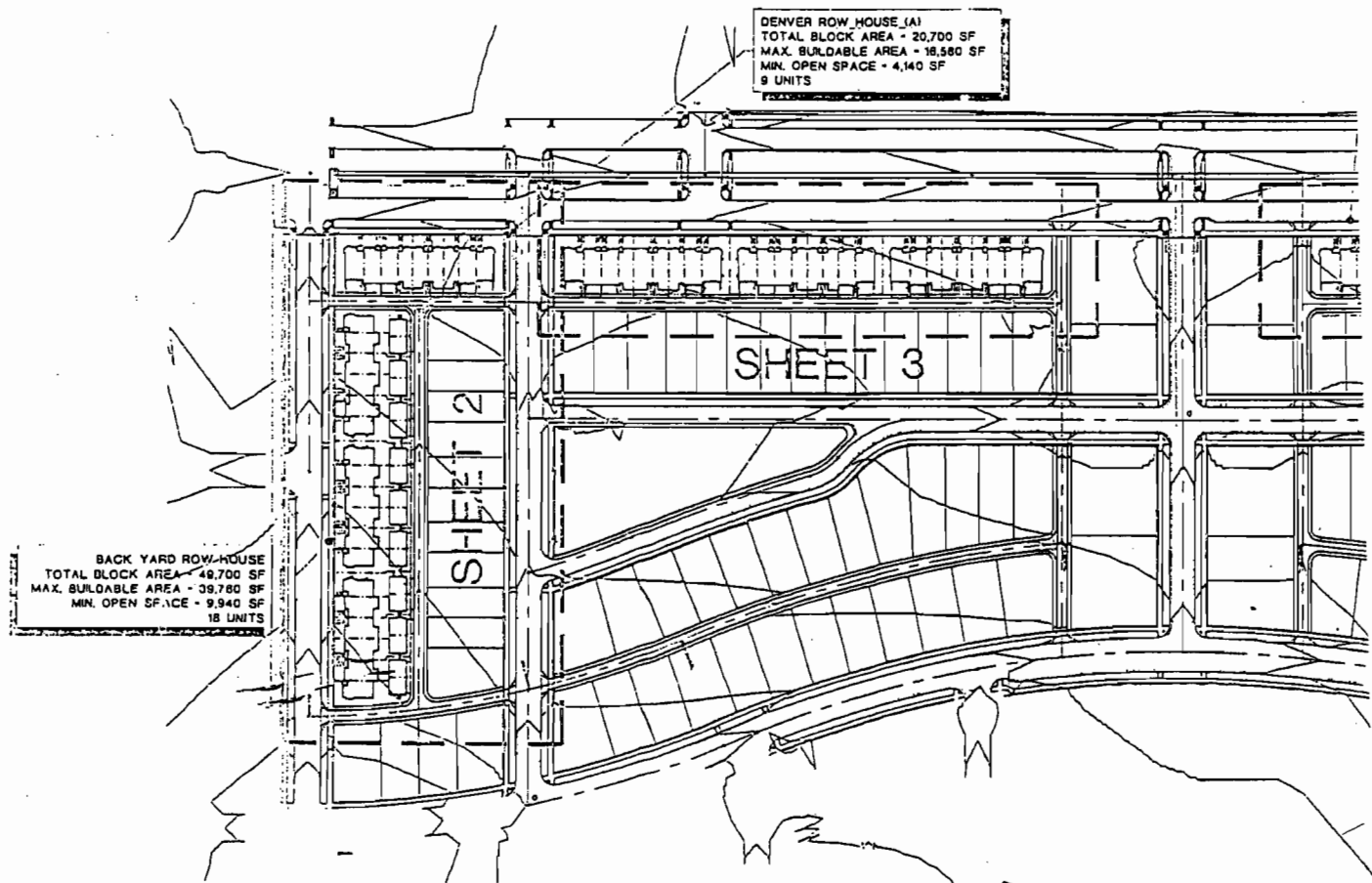
The areas within the Lots depicted on the drawings attached hereto as Exhibit F.

EXHIBIT D

"THE TREE/LAWN AREA"

See the drawings attached hereto.

Exhibit "D"



GENERAL NOTES

Subdivision plat and utility plans for all easements and lot and tract areas.

Utility plans for exact geometrics of storm drainage areas, utility mains services.

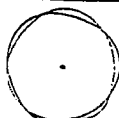
Handicapped access ramps to be provided at all street and drive intersections at all designated handicapped parking spaces.

Landscape may be phased on a lot by lot basis.

Designer shall ensure that the landscape plan is coordinated with the plans by other consultants, so that the proposed grading, storm drainage, or other construction does not conflict nor preclude installation and maintenance of landscape elements on this plan.

Landscape plan is for illustrative purposes only and may not reflect the building locations.

LEGEND



PROPOSED DECIDUOUS CANOPY TREES



PROPOSED ORNAMENTAL TREES



PROPOSED EVERGREEN TREES



PROPOSED DECIDUOUS SHRUBS



PROPOSED EVERGREEN SHRUBS



SOD AREA



WOOD MULCH AND GROUND COVER

FENCE

- ☐ TRANSFORMER
- ☐ ELECTRIC METER
- ☐ GAS METER

PLANNING / LANDSCAPE ARCHITECT

Cityscape

URBAN DESIGN, INC.
3500 SHAWNEE DRIVE, SUITE 100
BOULDER, COLORADO 80504
(303) 440-9900

ENGINEER

DEVELOPER



McSTAIN
NEIGHBORHOODS

McStain Enterprises, Inc.
75 Manhattan Drive, Suite 1
Boulder, Colorado 80503
(303) 441-5900

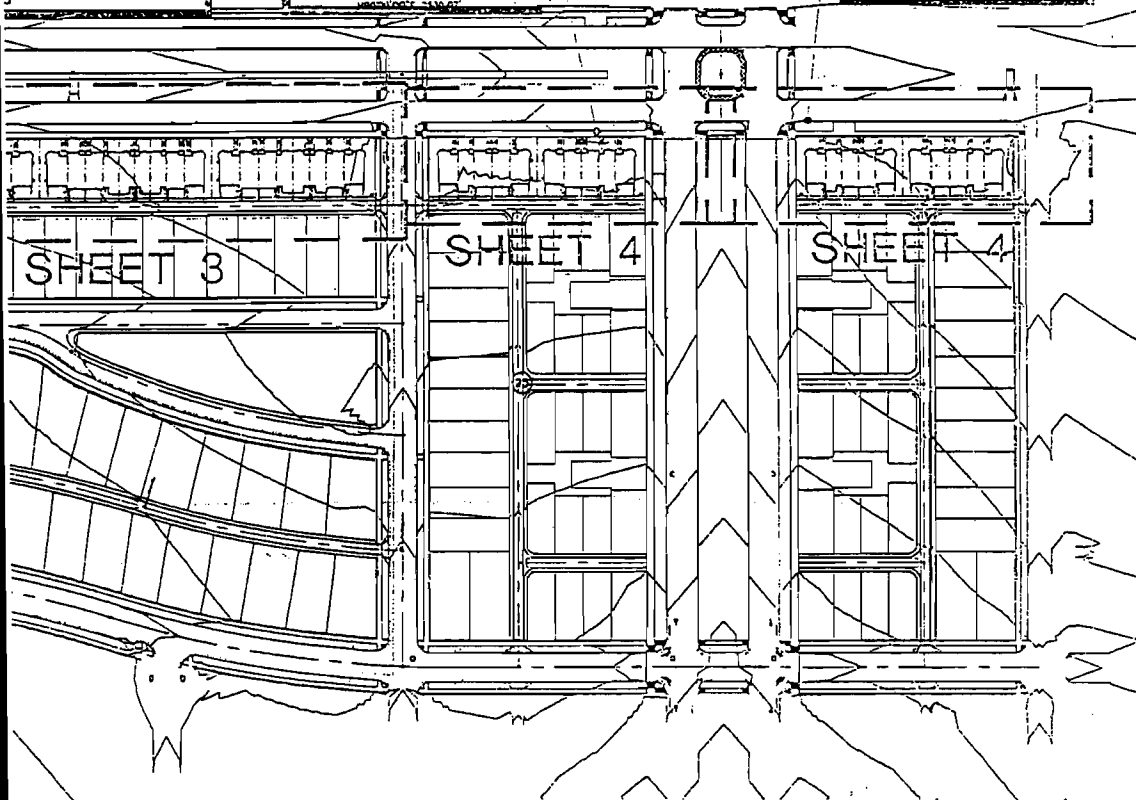
McSTAIN ROW HOUSES AT STAPLETON

conceptual neighborhood
and landscape plan

DENVER ROW HOUSE (B)
BLOCK AREA - 51,170 SF
MAX. BUILDABLE AREA - 40,936 SF
MIN. OPEN SPACE - 10,234 SF
10 UNITS

DENVER ROW HOUSE (C)
TOTAL BLOCK AREA - 25,450 SF
MAX. BUILDABLE AREA - 20,360 SF
MIN. OPEN SPACE - 5,090 SF
10 UNITS

DENVER ROW HOUSE (D)
TOTAL BLOCK AREA - 25,450 SF
MAX. BUILDABLE AREA - 20,360 SF
MIN. OPEN SPACE - 5,090 SF
10 UNITS

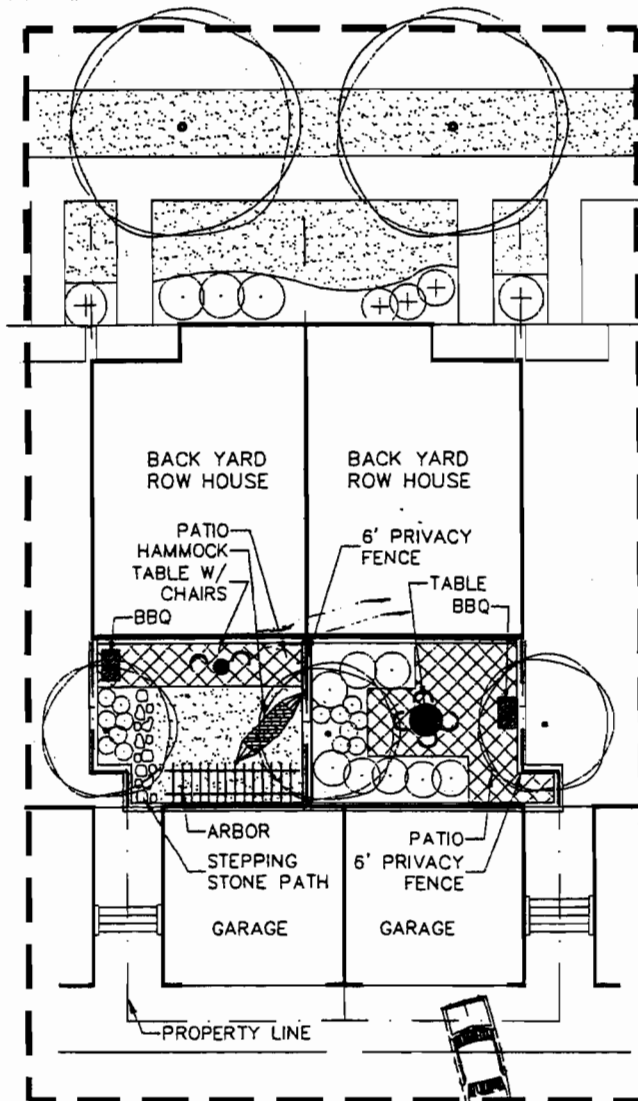
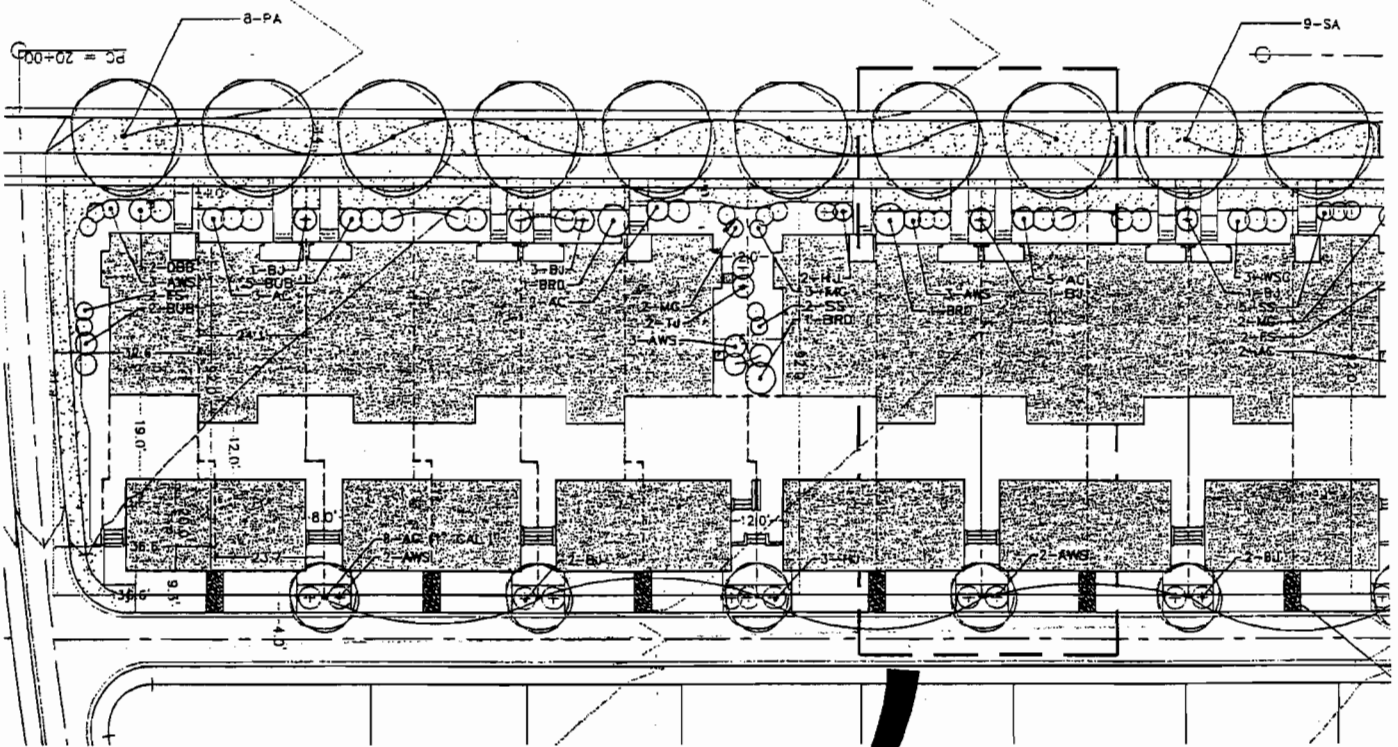


0 50' 100' 150'
SCALE: 1"=100'

DESIGN NO.	1000
ASAP FILE	1000-1000
DESIGN	1000
CHECKED	1000
ISSUED	1000
REVISIONS	

SHEET TITLE:
Overall Site Plan

SHEET NO.
Sheet 1 of 4

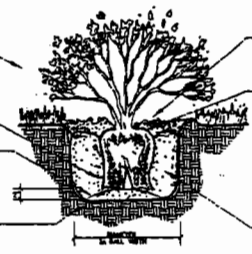


PRUNE DEAD OR DAMAGED BRANCHES PRIOR TO PLANTING. IF FORM IS COMPROMISED BY PRUNING, REPLACE SHRUB.

SPACE PLANTS AND SET PLUMBS.

SPLIT BOTTOM 1/2 OF BALL SPREAD AND PLANT.

MOUND COMPACTED BACKFILL UNDER ROOTBALL OR SET ON UNDISTURBED SOIL.



REMOVE ALL CONTAINERS, BASKETS, WIRE ETC. FROM ROOTBALL.

NOTE: SEE CITY OF DENVER DESIGN STANDARDS & CONSTRUCTION SPECIFICATIONS AND APPROVED MATERIALS LIST FOR APPROVED PRODUCTS AND INSTALLATION REQUIREMENTS.

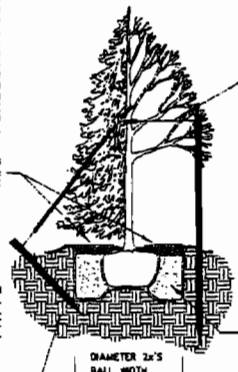
SHRUB PLANTING DETAIL

NOT TO SCALE

NOTE: SET ROOT BALL OF ALL TREES 2'-IN ABOVE GRADE IN IRRIGATED AREAS AND AT 2'-IN ABOVE GRADE IN NON-IRRIGATED AREAS. MODIFY IF SOIL CONDITIONS WARRANT & PER CITY DIRECTION. INSTALL A 5'-IN HIGH BERM AROUND TREES TO CREATE A WATERING BASIN. BERM IS TEMPORARY IN IRRIGATED AREAS. REMOVE BERM AFTER TWO THROUGH WATERINGS IN IRRIGATED AREAS & MULCH. LEAVE BERM AND MULCH IN NON-IRRIGATED AREAS.

4'-IN DEEP WOOD CHIP MULCH FLUSH WITH SOO AT EDGE & TO BE KEPT 2'-IN FROM TRUNK

REMOVE WIRE BASKET. SET TREE IN PIT TO PROPER GRADE AND PLUMB. REMOVE REMAINING WIRE & TWINE. BACKFILL 2/3 OF PIT. REMOVE BURLAP & COMPLETE BACKFILL.



UNDISTURBED SOIL

DIAMETER 2x2'S BALL WIDTH

PREPARED BA 1. ONE PART BY A-1 OR 2. TWO PART 3. THREE PART 4. SUPERPHOS 5. MATERIALS BLENDED

CONFER TO TREES 5' AND TREES 8' AND TREES TO 10' STAKES ABOVE STAKE ALWAYS PREVENTING IN STAKES & SO BEFORE FINAL

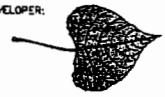
PRUNE AS ON REPRESENTATIVE (R) DAMAGE 1. WRAP TRUNK TO SECOND E WRAFF TYPE ENDS WITH FI

STANDARD 6' MIN. 6' LONG STEEL POST 1. T-POST CAPS GALVANIZED 2. SECURED TO STRAP ABOVE WIRE TO BE 1 1/2 INCH. FLAG PLASTIC FLAG

REMOVE WIRE BASKET. SET TREE IN PIT TO PROPER GRADE AND PLUMB. REMOVE REMAINING WIRE & TWINE. BACKFILL 2/3 OF PIT. REMOVE BURLAP & COMPLETE BACKFILL.

BACK YARD ROW HOUSE EXAMPLE DETAIL

SCALE: 1" = 10'



MCSTAIN
NEIGHBORHOODS

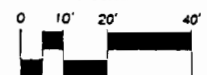
McSain Enterprises, Inc.
75 Manhattan Drive, Suite 1
Boulder, Colorado 80303
303-494-5900

McSTAIN ROW HOUSES
AT STAPLETON

conceptual neighborhood
and landscape plan



NORTH



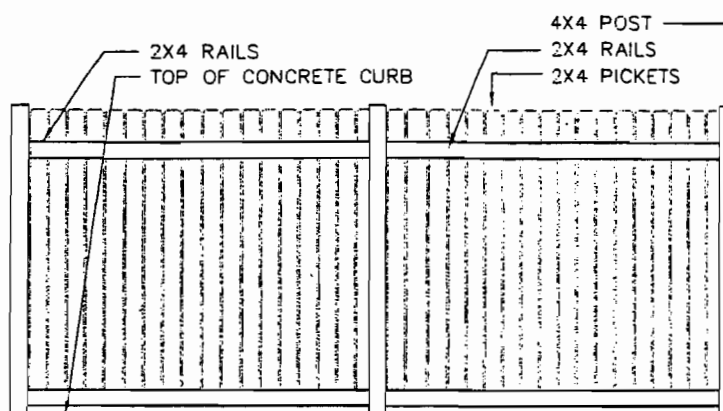
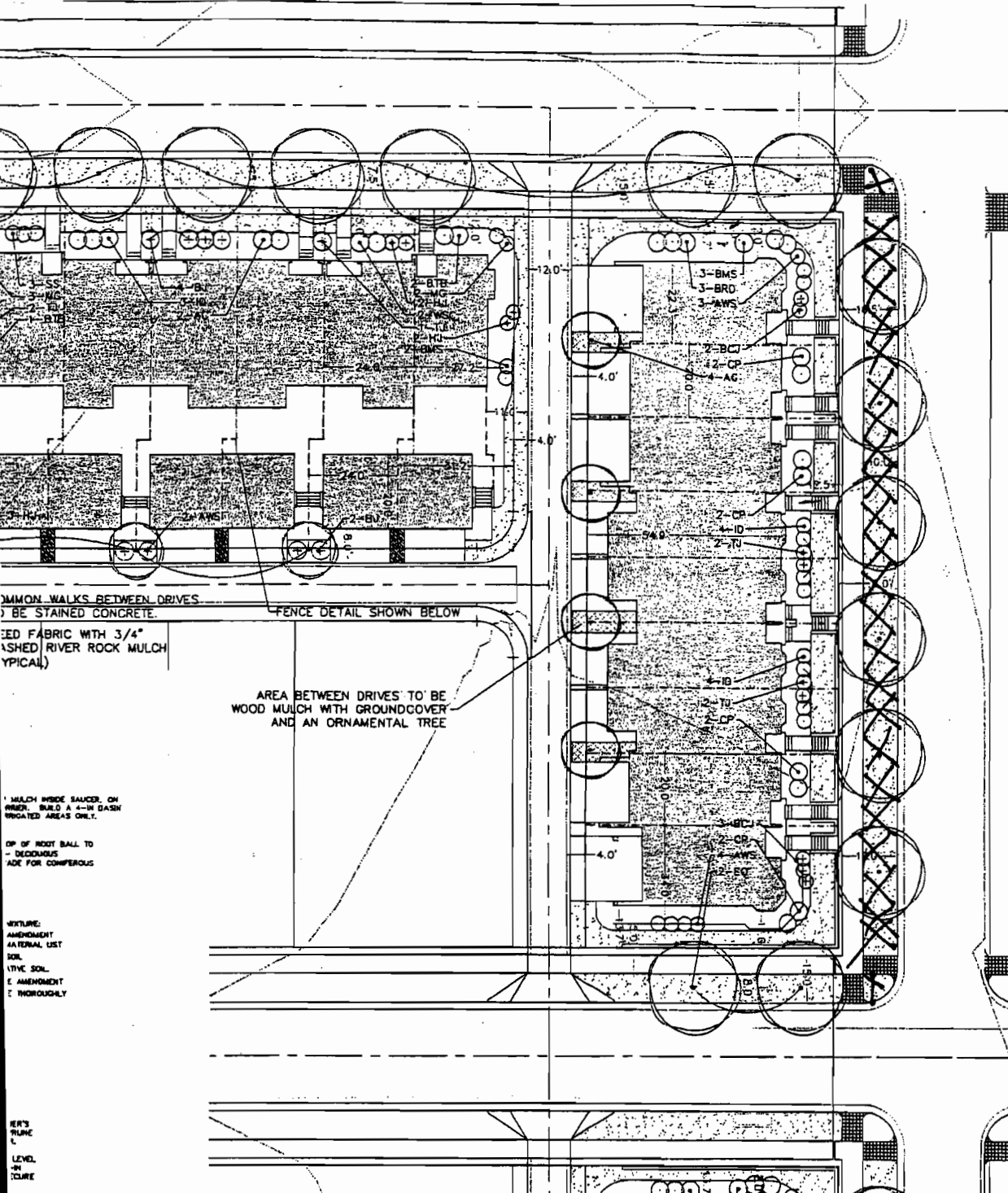
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ACAD FILE: _____ 3740-SITELAND
DRAWN: _____ S
CHECKED: _____ FW
ISSUE: _____ 1-31-01
_____ 4-28-01

REVISIONS: 3/18/01 (Material)
1/10/01
3/20/02 Plant Restriction Zone
7/23/02 Onway Shrub Bed Rev

SHEET TITLE:
Site and Landscape Plans
(west)

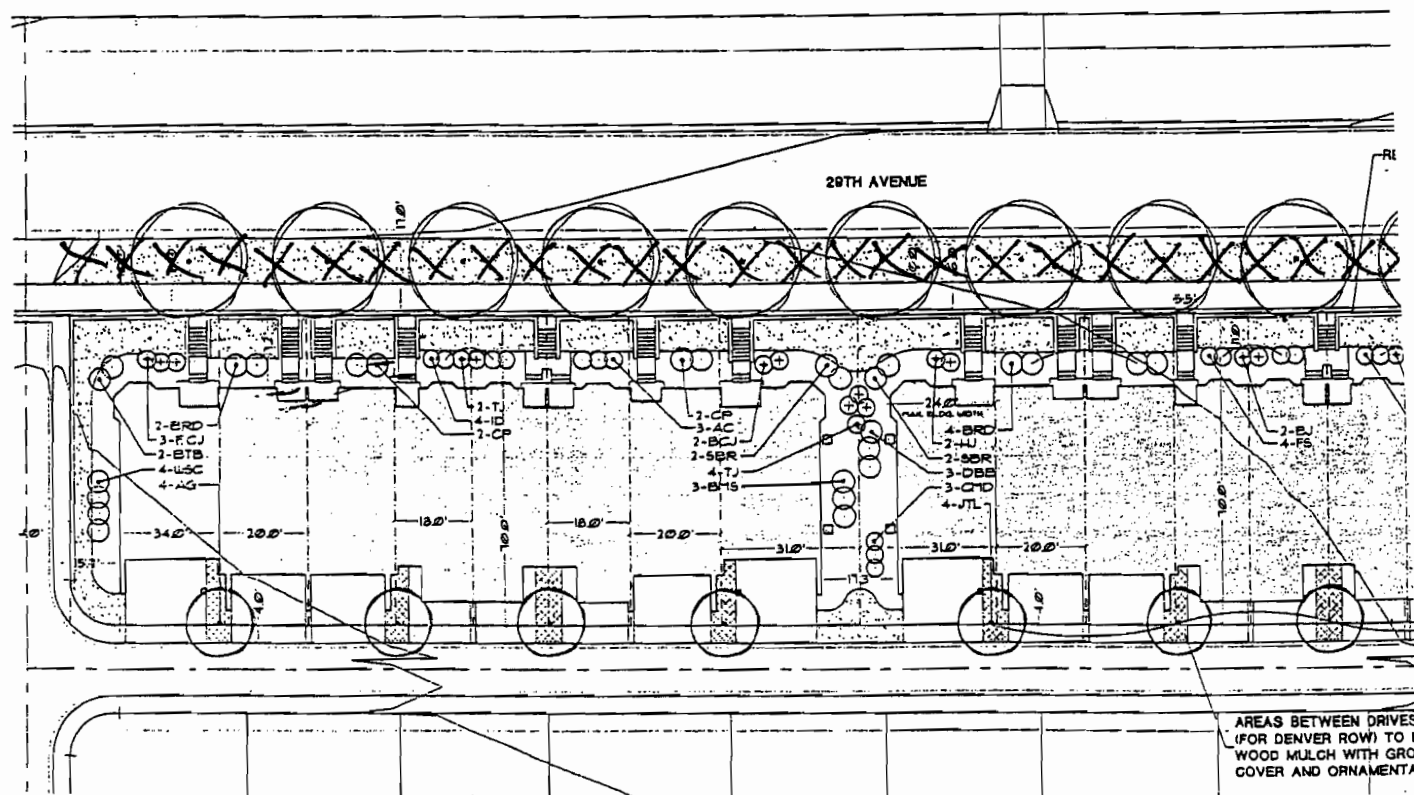
SHEET NO:
Sheet 2 of 4



6' PRIVACY FENCE

SEPARATION AT B.Y.R. GARDEN/TERRACE

NOT TO SCALE



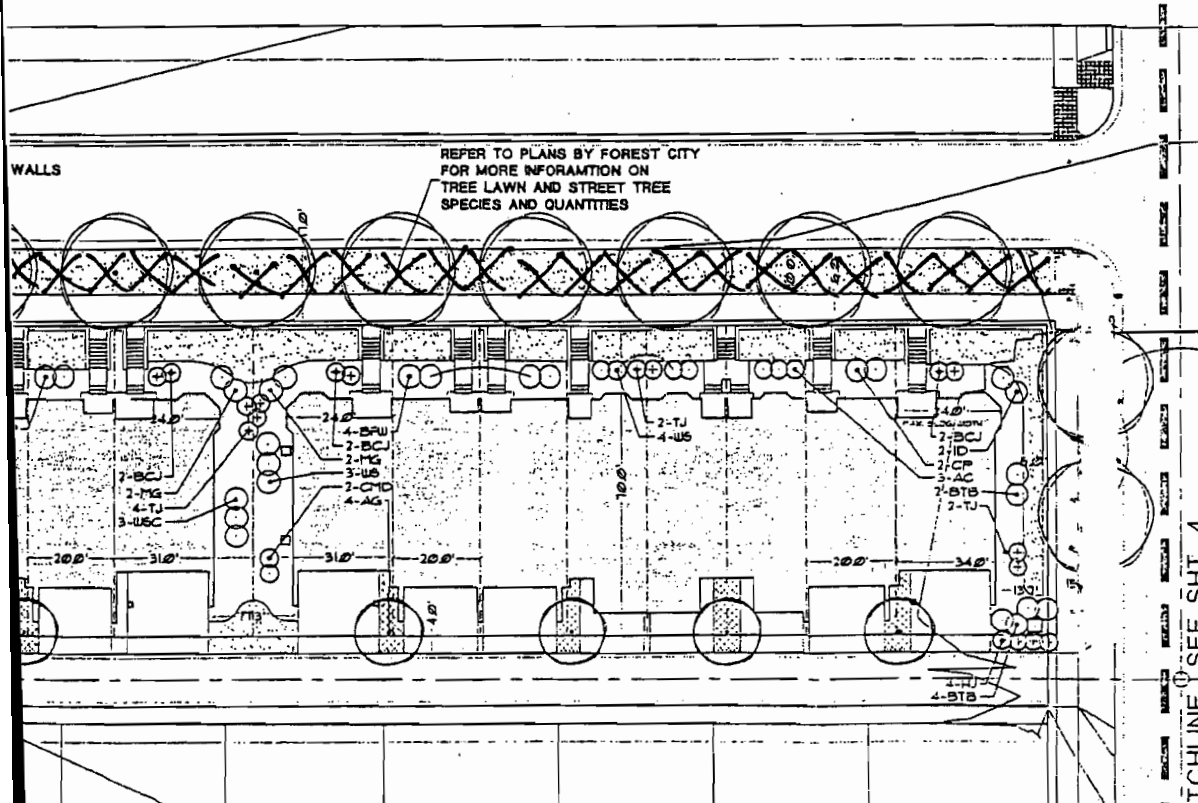
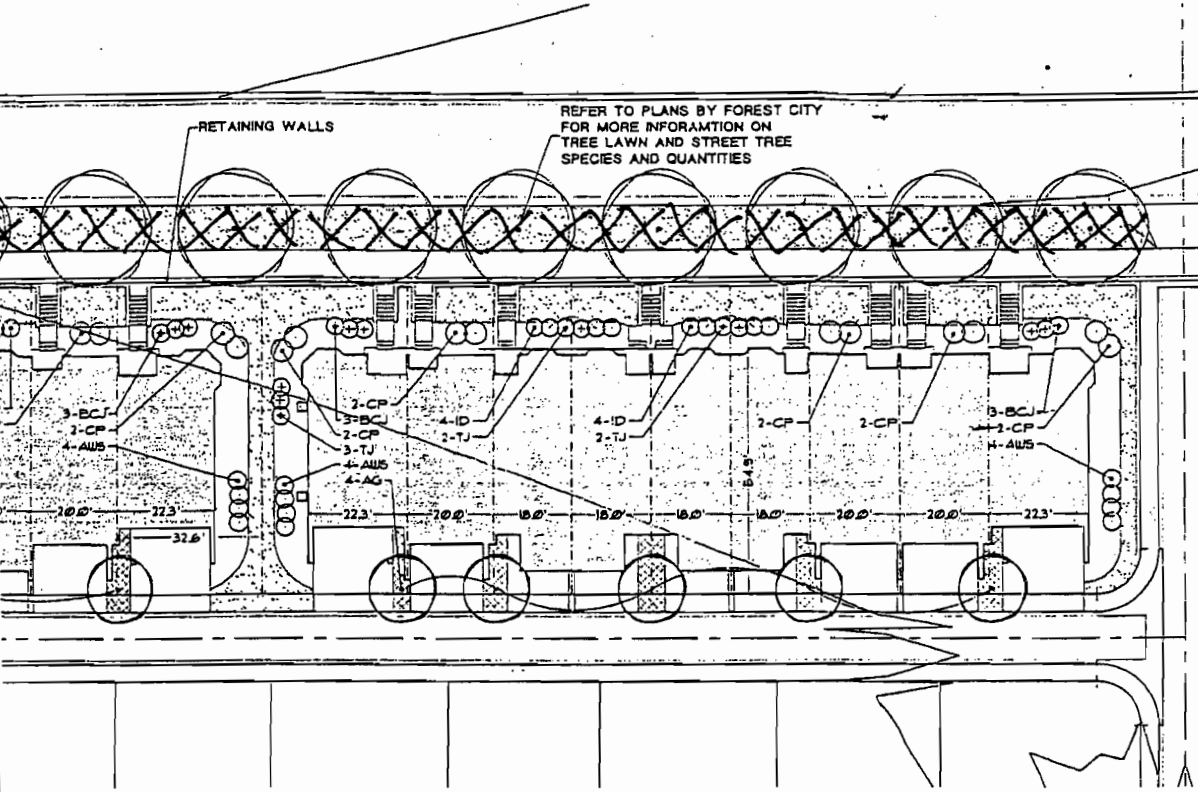
AREAS BETWEEN DRIVES
(FOR DENVER ROW) TO B
WOOD MULCH WITH GROU
COVER AND ORNAMENTAL



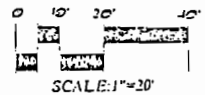
McSTAIN
NEIGHBORHOODS

McStain Enterprises, Inc.
75 Manhattan Drive, Suite 1
Boulder, Colorado 80501
303-441-5931

McSTAIN ROW HOMES
AT STAPLETON
conceptual neighborhood
and landscape plan



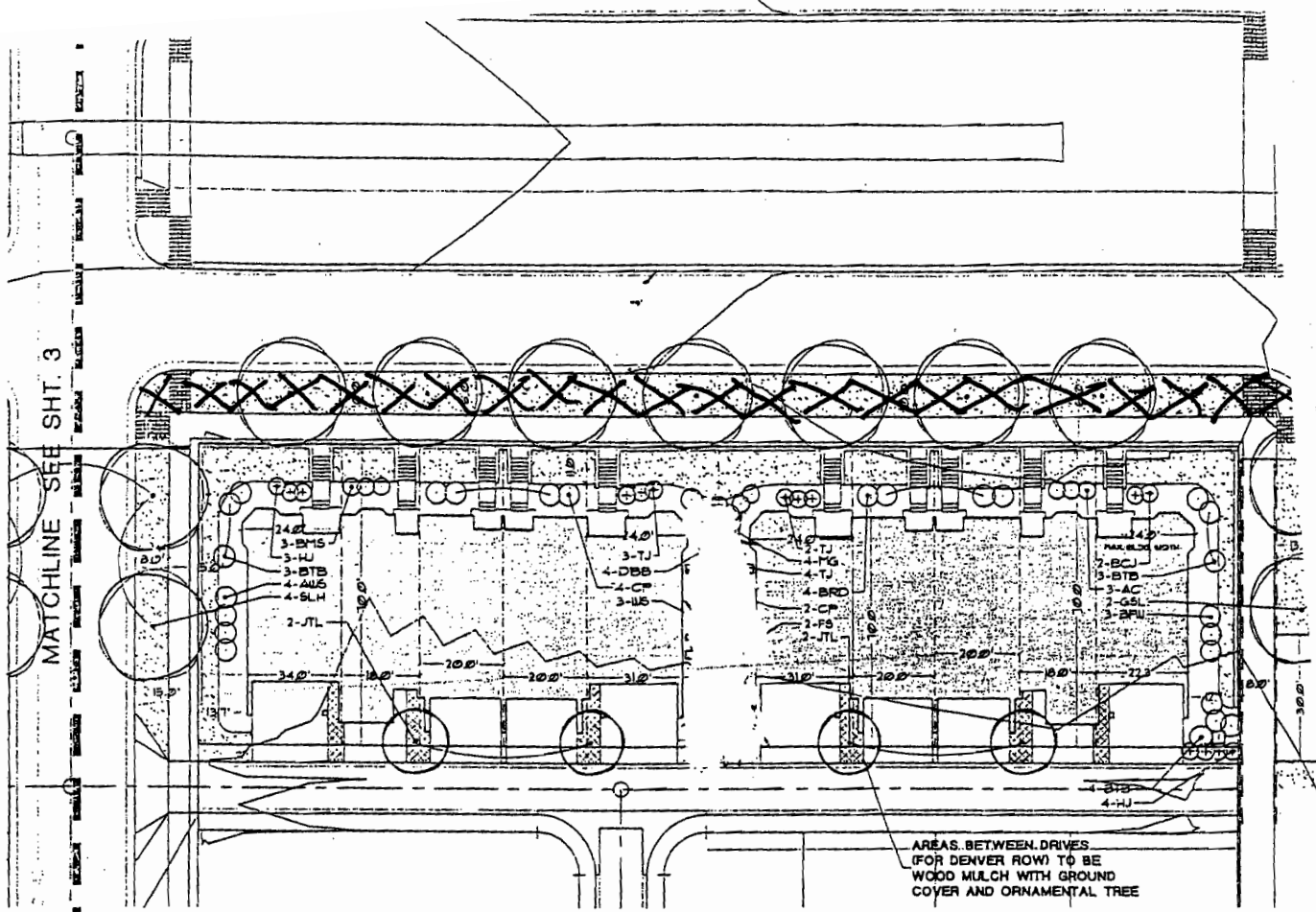
NORTH



JOB NO.	9740
ACAD FILE	STAP-01-01-02
DRAWN	TS
CHECKED	BL
ISSUED	11/20/00
REVISIONS	1/28/01 (P. 10/01)
	1/28/01
	3/28/01 (P. 10/01)

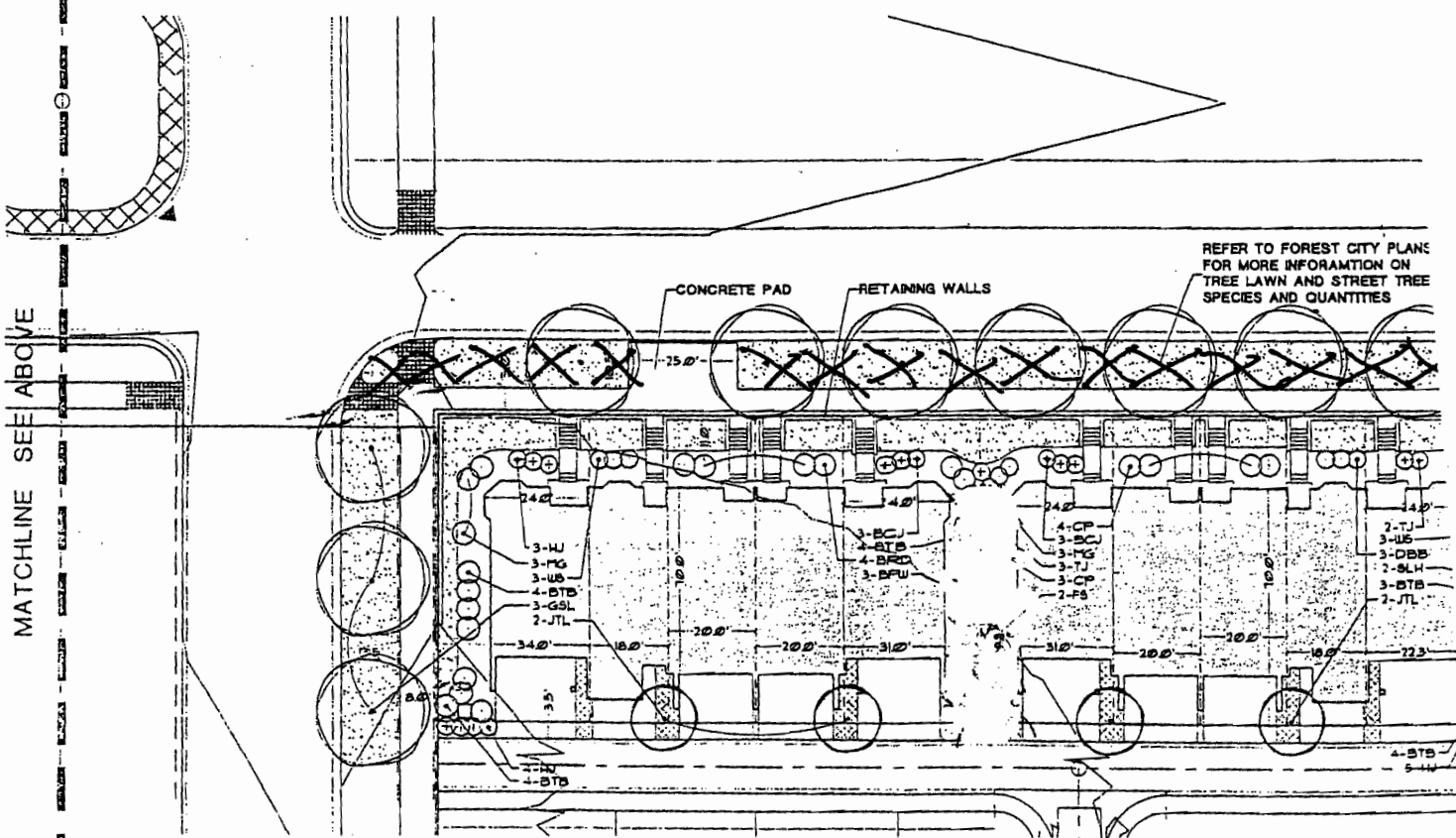
SHEET TITLE:
Site and Landscape Plans

MATCHLINE SEE SHT. 3



AREAS BETWEEN DRIVES
(FOR DENVER ROW) TO BE
WOOD MULCH WITH GROUND
COVER AND ORNAMENTAL TREE

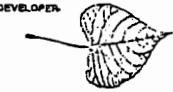
MATCHLINE SEE ABOVE



REFER TO FOREST CITY PLANS
FOR MORE INFORMATION ON
TREE LAWN AND STREET TREE
SPECIES AND QUANTITIES

CONCRETE PAD

RETAINING WALLS



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McSTAIN ROW HOMES AT STAPLETON

conceptual neighborhood
and landscape plan

PLANTING LEGEND

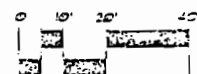
QNT.	CODE	COMMON NAME	BOTANICAL NAME	
DECIDUOUS CANOPY TREES				
8	APA	AUTUMN PURPLE ASH	FRAXINUS PENNSYLVANICA 'AUTUMN PURPLE'	2" CAL. 5' H.
	PA	PATMORE ASH	FRAXINUS PENNSYLVANICA 'PATMORE'	2" CAL. 5' H.
	SA	SUMMIT ASH	FRAXINUS PENNSYLVANICA 'SUMMIT'	2" CAL. 5' H.
	WO	SWAMP WHITE OAK	QUERCUS BICOLOR	3" CAL. 5' H.
	RO	NORTHERN RED OAK	QUERCUS RUBRA	3" CAL. 5' H.
2	EO	ENGLISH OAK	QUERCUS ROBUR	3" CAL. 5' H.
6	SLH	SKYLINE HONEYLOCUST	GLEDISIA TRICANTHOS INERTUS 'SKYLINE'	2" CAL. 5' H.
5	GSL	GREEN SPIKE LINDEN	TILIA CORDATA 'GREEN SPIKE'	2" CAL. 5' H.
DECIDUOUS ORNAMENTAL TREES				
12	JTL	JAPANESE TREE LILAC	STRINGA RETICULATA	1 1/2" CAL. 5' H.
	AG	AMUR MAPLE	ACER GINNALA	1 1/2" CAL. 5' H.
	SSC	SPRING SNOW CRAB	MALUS 'SPRING SNOW'	1 1/2" CAL. 5' H.
	DC	DAVID CRABAPPLE	MALUS 'DAVID'	1 1/2" CAL. 5' H.
EVERGREEN TREES				
	AP	AUSTRIAN PINE	PINUS NIGRA	6" HT.
	BS	COLORADO BLUE SPRUCE	PICEA PUNGENS (BLUE)	6" HT.
	CS	COLORADO GREEN SPRUCE	PICEA PUNGENS (GREEN)	6" HT.
EVERGREEN SHRUBS				
15	BCJ	BLUE CHIP JUNIPER	JUNIPERUS HORIZONTALIS 'BLUE CHIP'	3 GAL. CONT.
21	B	BUFFALO JUNIPER	JUNIPERUS SABINA 'BUFFALO'	5 GAL. CONT.
31	HJ	HUGHES JUNIPER	JUNIPERUS SABINA 'HUGHES'	5 GAL. CONT.
21	TJ	TAM JUNIPER	JUNIPERUS SABINA 'TAMARISCIFOLIA'	5 GAL. CONT.
DECIDUOUS SHRUBS				
4	SR	SERVICE BERRY, REGENT	AMELANCHIER ALNIFOLIA 'REGENT'	5 GAL. CONT.
1	BUB	BUTTERFLY BUSH	BUDDELEIA DAVIDII	5 GAL. CONT.
17	ID	DOGWOOD, ISANTI	CORNUS SERICEA 'ISANTI'	5 GAL. CONT.
20	BRD	BAILEY REDTWIG DOGWOOD	CORNUS SERICEA 'BAILEY'	5 GAL. CONT.
	CRC	CRANBERRY COTONEASTER	COTONEASTER APICULATUS	5 GAL. CONT.
4	CHD	CAROL MACKIE DAPHNE	D. X BURKWOODII 'CAROL MACKIE'	5 GAL. CONT.
12	DBB	DWARF BURNING BUSH	EUCHYTIUS ALATUS 'COMPACTA'	5 GAL. CONT.
35	BTB	BEAUTY BUSH	KOLKUTZIA AMABILIS	5 GAL. CONT.
15	MG	MAIDEN GRASS	MISCANTHUS SINENSIS GRACILLIPIUS	5 GAL. CONT.
	JP	JACKMAN'S POTENTILLA	POTENTILLA FRUTICOSA 'JACKMANII'	5 GAL. CONT.
	BRU	BLUE FOUNTAIN WILLOW	SALIX PURPUREA PENDULA	5 GAL. CONT.
17	WSC	WESTERN SAND CHERRY	PRUNUS BESSEYI	5 GAL. CONT.
30	CP	CISTENA PLUM	PRUNUS CISTENA	5 GAL. CONT.
20	AL	ALPINE CURRENT	RIBES ALPINUM	5 GAL. CONT.
	TL	THREE LEAF SUMAC	Rhus TRILOBATA	5 GAL. CONT.
23	AUS	SPIRAEA, ANTHONY WATERER - RED	SPIRAEA JAPONICA 'ANTHONY WATERER'	5 GAL. CONT.
11	BMS	SPIRAEA, BLUE MIST	SPIRAEA CARYOPTERIS X CLANDONENSIS	5 GAL. CONT.
16	FS	SPIRAEA, FROEBEL - PINK	SPIRAEA JAPONICA 'FROEBELII'	5 GAL. CONT.
	RS	SPIRAEA, ROCK	WOLLOSCUS DUMOSOS	5 GAL. CONT.
	SS	SPIRAEA, SNOWMOUND	SPIRAEA JAPONICA 'SNOWMOUND'	5 GAL. CONT.
	MCL	MISS KIM LILAC	STRINGA PATULA 'MISS KIM'	5 GAL. CONT.
	CL	COTTON PURPLE LILAC	STRINGA VULGARIS	5 GAL. CONT.
	US	WHITE SNOUBERRY	SYMPHORICARPOS ALBA	5 GAL. CONT.
16	CAC	COMPACT CRANBERRY	VIBURNUM TRILOBUM 'COMPACTUM'	5 GAL. CONT.
GROUND COVERS, VINES & PERENNIALS				
	TCY	TALL COTTON YARROW	ACHILLEA FILIPENDULA	1 GAL. CONT.
	DA	DWARF ASTER	ASTER NOV- BELGII SP.	1 GAL. CONT.
	DDC	DWARF DOUBLE COREOPSIS	COREOPSIS GRANDIFLORA 'SUNRAY'	1 GAL. CONT.
	GC	GOLDFINK COREOPSIS	COREOPSIS LANCEOLATA 'GOLDFINK'	1 GAL. CONT.
	EC	EUCHYTIUS COLORATUS	EUCHYTIUS FORTUNEI 'COLORATA'	1 GAL. CONT.
	GF	GAYFEATHER	LIATRIS	1 GAL. CONT.
	BBF	BURGUNDY BLANKET FLOWER	GALLARDIA X GRANDIFLORA 'BURGUNDY'	1 GAL. CONT.
	RDL	RED DAYLILY	HEMEROCALLIS SP. RED	1 GAL. CONT.
	SDO	STELLA D'ORO DAYLILY	HEMEROCALLIS YELLOW	1 GAL. CONT.
	SI	SIBERIAN IRIS	IRIS SIBERICA	1 GAL. CONT.
	CGH	CREEPING GRAPE HOLLY	MAHONIA REPENS	1 GAL. CONT.
	CP	CREEPING PHLOX	PHLOX PANICULATA 'STARFIRE'	1 GAL. CONT.
	CPX	CREEPING PHLOX	PHLOX SUBULATA (WHITE, PURPLE)	1 GAL. CONT.
	RMP	ROCKY MOUNTAIN PENSTEMON	PENSTEMON STRICTUS	1 GAL. CONT.

LANDSCAPE NOTES

- All plant materials shall be in accordance with AAN specifications for number one grade.
- All landscape areas without specified planting shall receive a xeric type of turf.
- All trees to be balled & burlapped, root control bag, or containerized.
- All shrub beds, including ground cover areas to be mulched with 3" of recycled wood chip mulch without weed control fabric, as this nullifies the beneficial properties of the mulch.
- Edging between grass and shrub beds shall be 14-gauge steel strap set with pins level with top of soil.
- A standard automatic irrigation system will utilize a combination of low output emitters for shrub beds and rotors and/or pop-up spray heads for turf areas. The irrigation system will be the responsibility of the HOA. Each homeowner will pay for their individual water use.
- The irrigation system shall be adjusted to meet the water requirements of separate plant groups.
- Developer shall ensure that the landscape plan is coordinated with other plans such as grading, utilities, or storm drainage, to construction does not conflict with installation and maintenance of landscape element on this plan.
- Prior to installation of plant materials, areas that have been compacted shall be thoroughly loosened. Organic amendments such as compost, peat, or aged manure shall be thoroughly incorporated at a rate of approximately 2 cu. yds. per 1000 s.f.
- To the maximum extent feasible, topsoil that is removed during construction activity shall be conserved for later use on areas requiring revegetation and landscaping.
- Street trees along 25th Avenue Parkway are not included in this submittal. Refer to plans by Forest City for information on street trees, lighting, and other site features.
- Privacy fencing for Back Yard Row houses will follow lot lines as indicated on plan. In some cases the fence will sit on the concrete curb/retaining wall between properties.
- Groundcover in alleys for Denver Row houses shall be planted at 24" triangular spacing.
- Each Back Yard Row House is to plant and maintain one deciduous/ornamental tree.



NORTH



SCALE: 1"=20'

JOB NO. 1500
ACAD FILE: 1500-1500-1500
DRAWN: 1500
CHECKED: 1500
ISSUE: 1500

REVISIONS: 1500
1500-1500-1500

SHEET TITLE:
Site and Landscape Plan
(East)

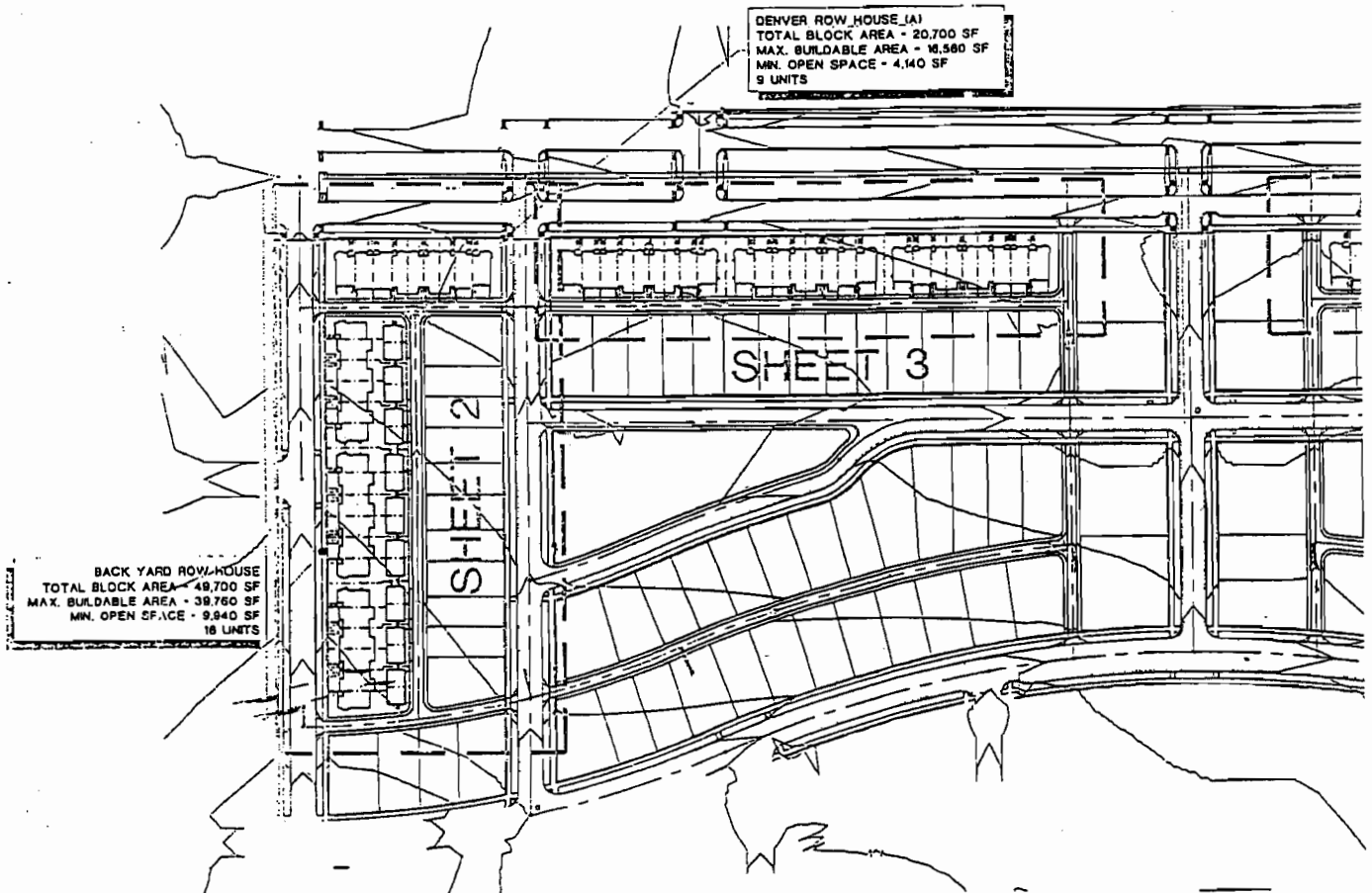
SHEET NO.:
Sheet 4 of 4

EXHIBIT E

"COMMON AREAS"

A non-exclusive easement over and across the Access Areas depicted on the drawings attached hereto, which access easement is described in Section 7.07 above.

Exhibit
"E"



GENERAL NOTES

1. This is a subdivision plat and utility plans for all easements and lot and tract areas.

2. See utility plans for exact geometrics of storm drainage areas, utility mains and services.

3. Indicated access ramps to be provided at all street and drive intersections and at all designated handicapped parking spaces.

4. Landscape may be phased on a lot by lot basis.

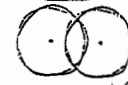
5. Developer shall ensure that the landscape plan is coordinated with the plans made by other consultants, so that the proposed grading, storm drainage, or other construction does not conflict nor preclude installation and maintenance of landscape elements on this plan.

6. Landscape plan is for illustrative purposes only and may not reflect precise building locations.

LEGEND



PROPOSED DECIDUOUS CANOPY TREES



PROPOSED ORNAMENTAL TREES



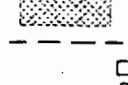
PROPOSED EVERGREEN TREES



PROPOSED DECIDUOUS SHRUBS



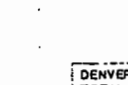
PROPOSED EVERGREEN SHRUBS



ECD AREA



WOOD MULCH AND GROUNDCOVER



FENCE

- ☐ TRANSFORMER
- ☐ ELECTRIC METER
- ☐ GAS METER

PLANNING LANDSCAPE ARCHITECT

Cityscape

URBAN DESIGN, INC.
2005 WEST 10TH AVE., SUITE 100
BOULDER, COLORADO 80501
(303) 440-4400

ENGINEER

DEVELOPER



McSTAIN
NEIGHBORHOODS

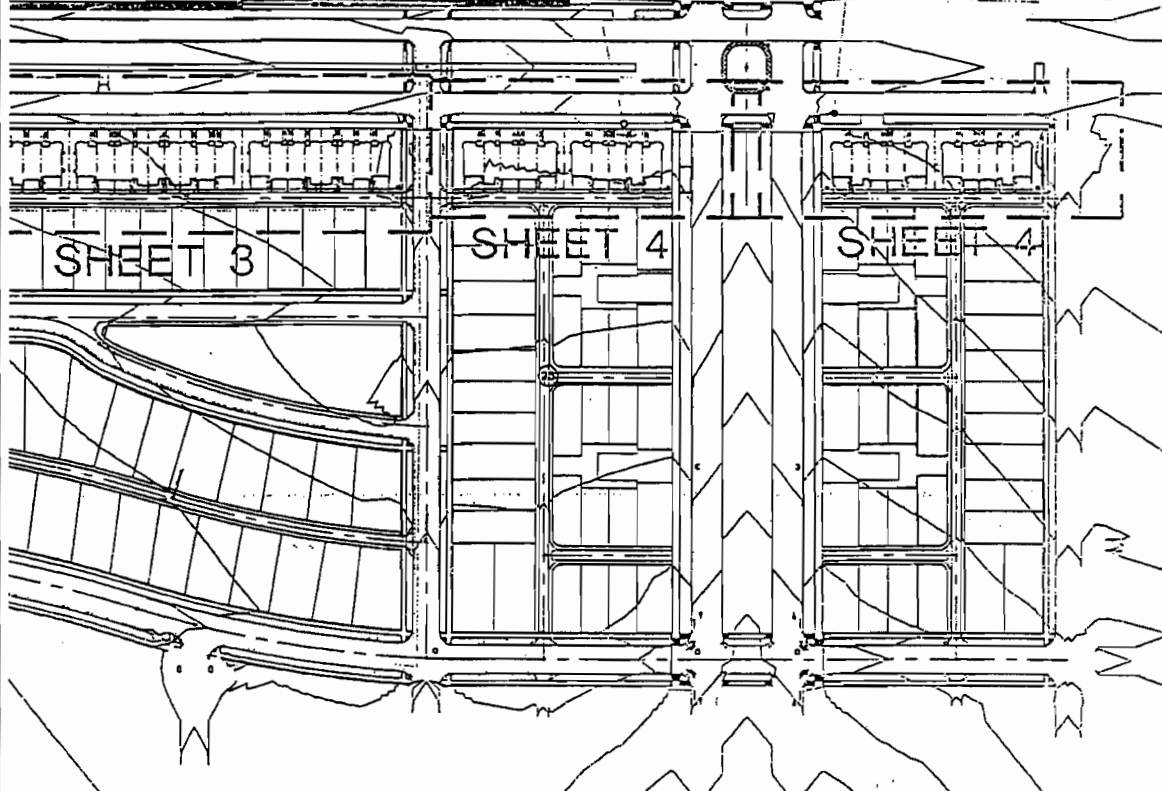
McStain Enterprises, Inc.
75 Maricopa Drive, Suite 1
Boulder, Colorado 80503
(303) 441-5987

**McSTAIN ROW HOUSES
AT STAPLETON**
conceptual neighborhood
and landscape plan

VER. ROW HOUSE (B)
TOTAL BLOCK AREA - 25,450 SF
BUILDABLE AREA - 40,836 SF
OPEN SPACE - 10,234 SF
10 UNITS

DENVER ROW HOUSE (C)
TOTAL BLOCK AREA - 25,450 SF
MAX. BUILDABLE AREA - 20,360 SF
MIN. OPEN SPACE - 5,090 SF
10 UNITS

DENVER ROW HOUSE (D)
TOTAL BLOCK AREA - 25,450 SF
MAX. BUILDABLE AREA - 20,360 SF
MIN. OPEN SPACE - 5,090 SF
10 UNITS

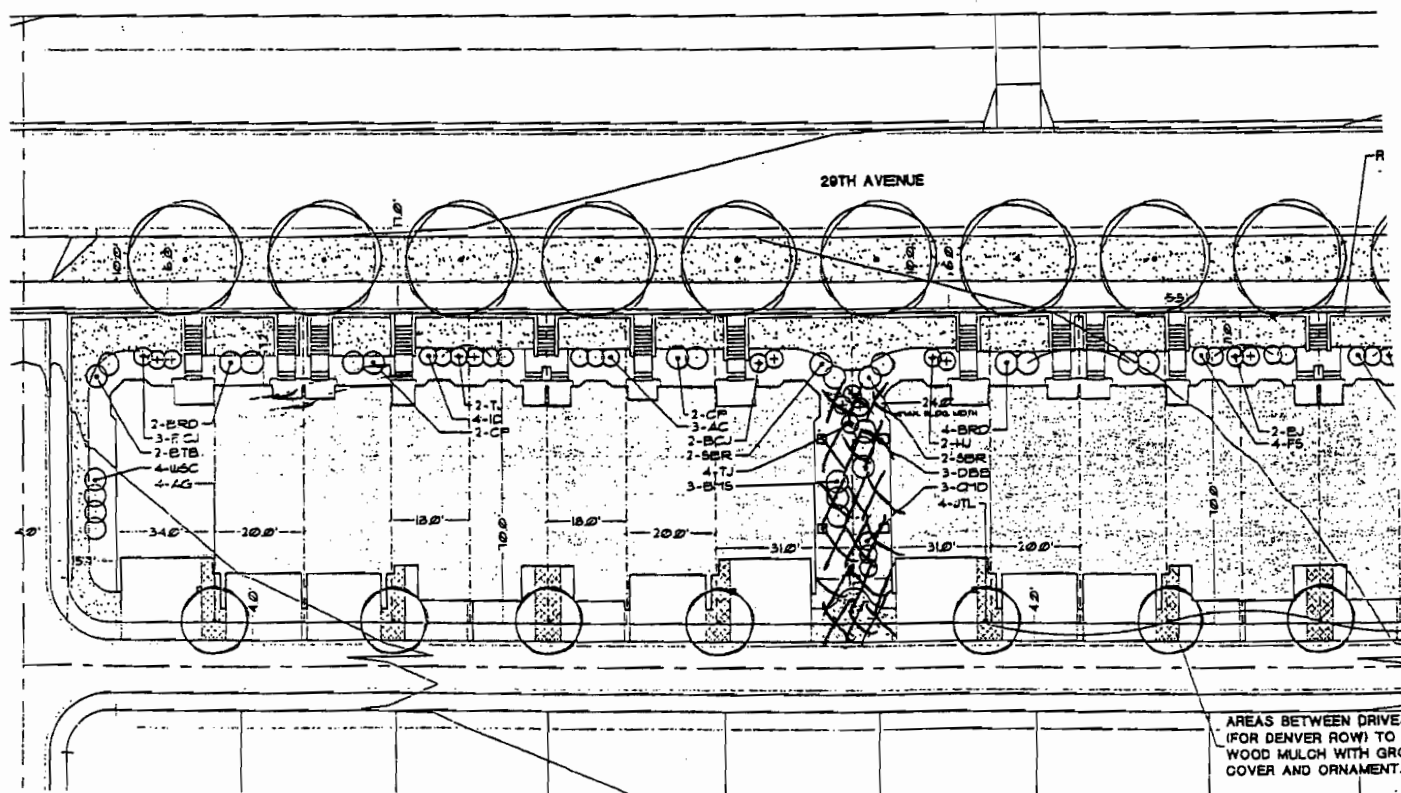


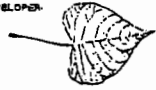
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JOB NO.	1740
ASAP FILE	STAPLETON
DESIGN	IS
CHECKED	ED
ISSUE	1-1-01
	4-15-01
REVISIONS	

SHEET TITLE:
Overall Site Plan

SHEET NO.:
Sheet 1 of 4

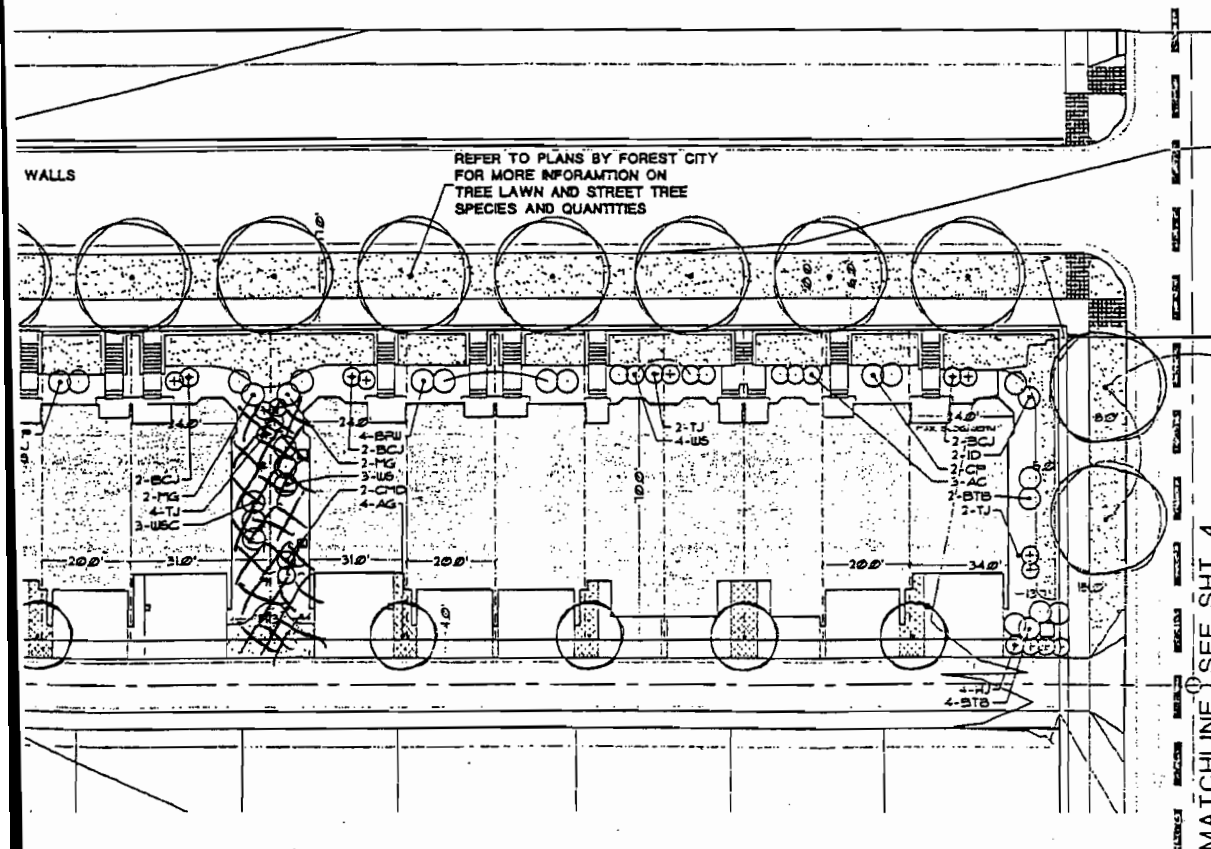
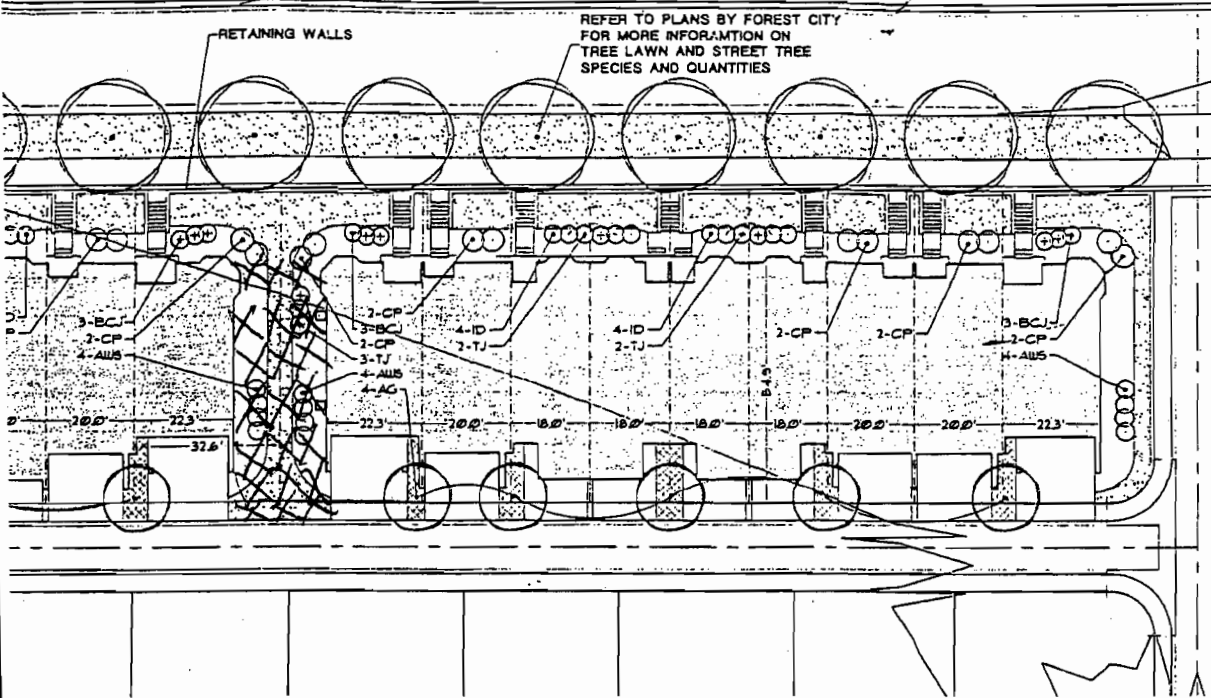




McSTAIN
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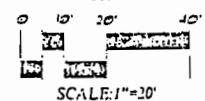
McSTAIN ROW HOMES
AT STAPLETON
conceptual neighborhood
and landscape plan



MATCHLINE SEE SHT. 4



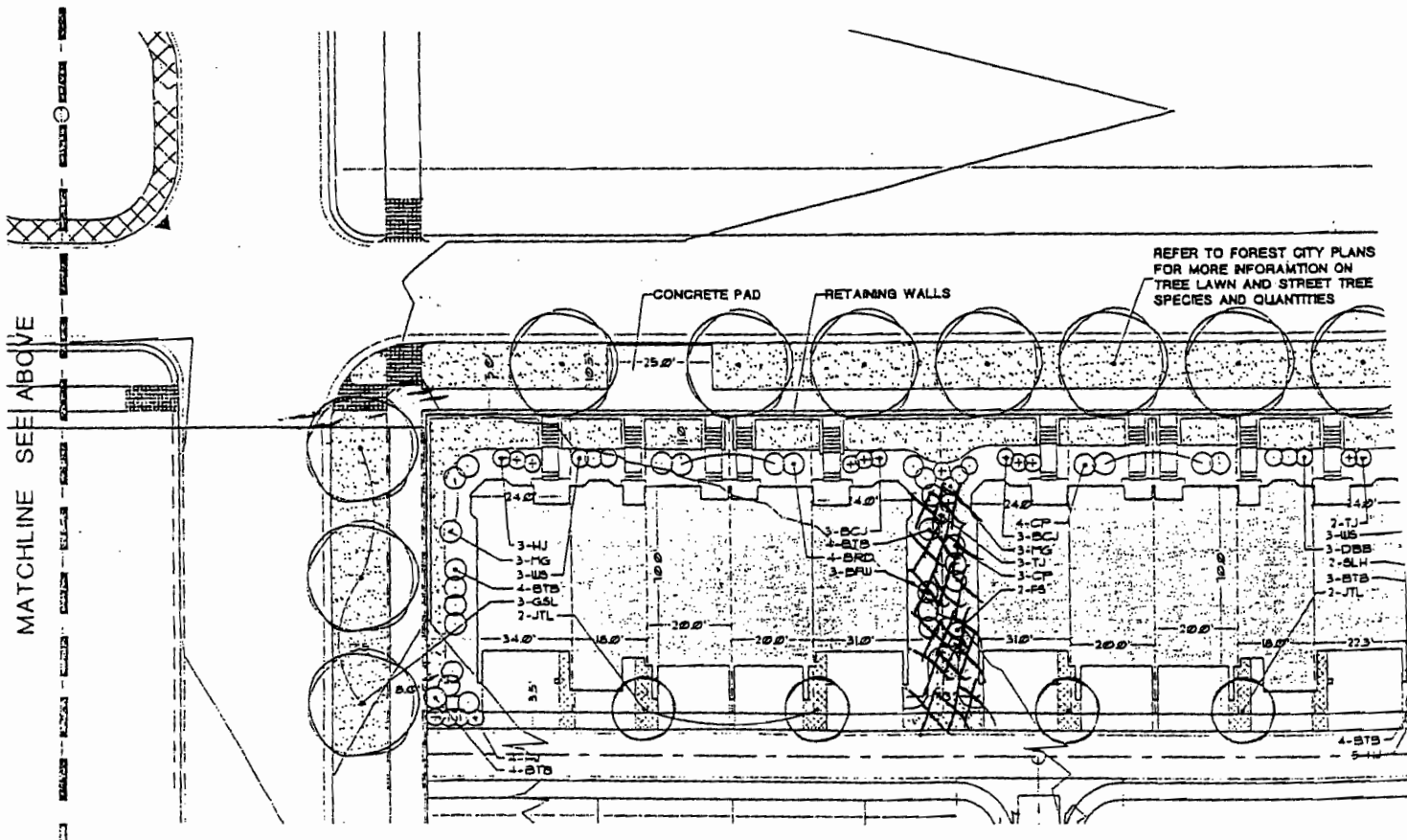
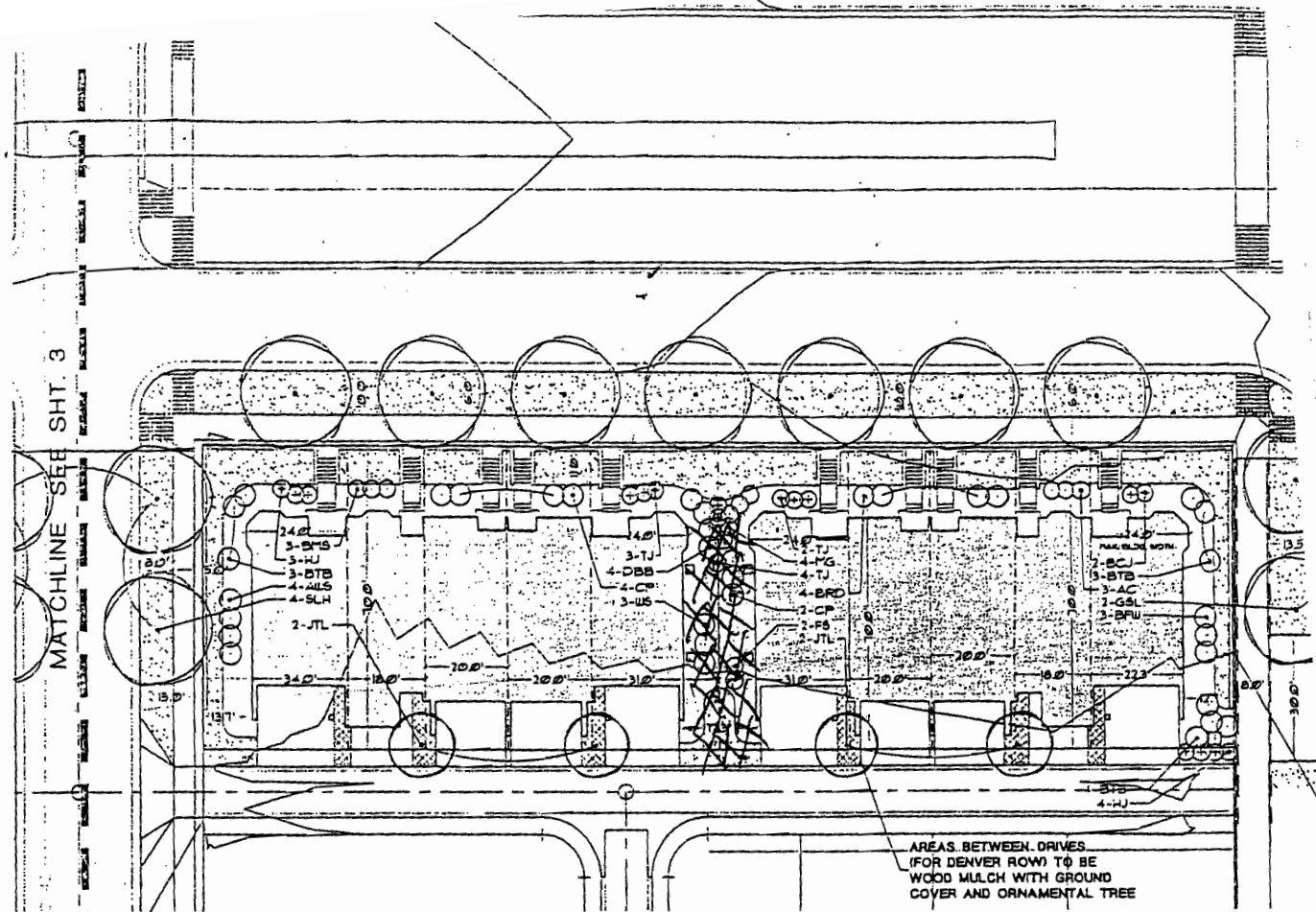
NORTH



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ISSUE	1.11.01
	4.24.01
REVISIONS	5/8/01 11.01.01
	1.12.01
	3/2/02 PLAN REVISION 2006

SHEET TITLE:
Site and Landscape Plans

SHEET NO.
Sheet 3 of 4

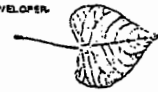


Cityscape

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ENGINEER

DEVELOPER

McSTAIN
NEIGHBORHOODSMcStain Enterprises, Inc.
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303-494-5900

McSTAIN ROW HOMES
AT STAPLETON

conceptual neighborhood
and landscape plan

PLANTING LEGEND

QNT.	CODE	COMMON NAME	BOTANICAL NAME	
DECIDUOUS CANOPY TREES				
1	APA	AUTUMN PURPLE ASH	FRAXINUS PENNSYLVANICA 'AUTUMN PURPLE'	2" CAL. 5' H.
8	PA	PATTORE ASH	FRAXINUS PENNSYLVANICA 'PATTORE'	2" CAL. 5' H.
1	SA	SUMMIT ASH	FRAXINUS PENNSYLVANICA 'SUMMIT'	2" CAL. 5' H.
1	WO	SWAMP WHITE OAK	QUERCUS BICOLOR	3" CAL. 5' H.
1	RO	NORTHERN RED OAK	QUERCUS RUBRA	3" CAL. 5' H.
2	EO	ENGLISH OAK	QUERCUS ROBUR	3" CAL. 5' H.
6	SLH	SKYLINE HONEYLOCUST	GLEDITSIA TRICANTHOS INERTUS 'SKYLINE'	2" CAL. 5' H.
9	GSL	GREEN SPIRE LINDEN	TILIA CORDATA 'GREEN SPIRE'	2" CAL. 5' H.
DECIDUOUS ORNAMENTAL TREES				
12	JL	JAPANESE TREE LILAC	SYRINGA RETICULATA	1 1/2" CAL. 5' H.
12	AG	ATLANTIC MAPLE	ACER GINNALA	1 1/2" CAL. 5' H.
1	SSC	SPRING SNOW CRAB	MAHIA 'SPRING SNOW'	1 1/2" CAL. 5' H.
1	DC	DAVID CRABAPPLE	MAHIA 'RADIANT'	1 1/2" CAL. 5' H.
EVERGREEN TREES				
1	AP	AUSTRIAN PINE	PINUS NIGRA	6' HT.
1	CS	COLORADO BLUE SPRUCE	PICEA PUGENS (BLUE)	6' HT.
1	CS	COLORADO GREEN SPRUCE	PICEA PUGENS (GREEN)	6' HT.
EVERGREEN SHRUBS				
21	BCJ	BLUE CHIP JUNIPER	JUNIPERUS HORIZONTALIS 'BLUE CHIP'	5 GAL. CONT.
13	BJ	BUFFALO JUNIPER	JUNIPERUS SABINA 'BUFFALO'	5 GAL. CONT.
21	HJ	HUGHES JUNIPER	JUNIPERUS SABINA 'HUGHES'	5 GAL. CONT.
21	TJ	TAM JUNIPER	JUNIPERUS SABINA TAMARISCIFOLIA	5 GAL. CONT.
DECIDUOUS SHRUBS				
4	SBR	SERVICE BERRY, REGENT	AMELANCHIER ALNIFOLIA 'REGENT'	5 GAL. CONT.
1	SUB	BUTTERFLY BUSH	BUDLEIA DAVIDA	5 GAL. CONT.
17	ID	DOGWOOD, ISANT	CORNUS SERICEA 'ISANT'	5 GAL. CONT.
20	BRO	BAILEY REDTONG DOGWOOD	CORNUS SERICEA 'BAILEY'	5 GAL. CONT.
1	CRC	CRANBERRY COTONEASTER	COTONEASTER APOCALYPTICUS	5 GAL. CONT.
4	CMD	CAROL MACKIE DAPHNE	D. X BURKWOODII 'CAROL MACKIE'	5 GAL. CONT.
12	DBB	DWARF BURNING BUSH	EUCHYPTIS ALATUS 'COMPACTA'	5 GAL. CONT.
39	SBS	BEAUTY BUSH	KOLUNTZIA AMABILIS	5 GAL. CONT.
25	TG	MAIDEN GRASS	MISCANTHUS SINENSIS GRACILLIPIUS	5 GAL. CONT.
1	JP	JACOB'S POTENTILLA	POTENTILLA FRUTICOSA 'JACOB'S'	5 GAL. CONT.
10	BFU	BLUE FOUNTAIN WILLOW	SALIX PURPUREA PENDULA	5 GAL. CONT.
12	WSC	WESTERN SAND CHERRY	PRUNUS BESSEYI	5 GAL. CONT.
20	CP	CISTENA PLUM	PRUNUS CISTENA	5 GAL. CONT.
1	LC	ALPINE CURRENT	RIBES ALPINUM	5 GAL. CONT.
1	TL	THREE LEAF SUMAC	RHUS TRILOBATA	5 GAL. CONT.
23	AWS	SPIREA, ANTHONY WATERER - RED	SPIRAEA JAPONICA 'ANTHONY WATERER'	5 GAL. CONT.
11	BMS	SPIREA, BLUE MIST	SPIRAEA CARYOPTERIS X CLANDONENSIS	5 GAL. CONT.
16	FS	SPIREA, FROBEL - PINK	SPIRAEA JAPONICA 'FROBELII'	5 GAL. CONT.
1	RS	SPIREA, ROCK	HOLODISCUS DUMOSUS	5 GAL. CONT.
8	SS	SPIREA, SNOWMOUND	SPIRAEA NIPPONICA 'SNOWMOUND'	5 GAL. CONT.
1	TKL	MISS KIM LILAC	SYRINGA PATULA 'MISS KIM'	5 GAL. CONT.
1	CL	COTTON PURPLE LILAC	SYRINGA VULGARIS	5 GAL. CONT.
16	WS	WHITE SNOWBERRY	SYMPHORICARPOS ALBA	5 GAL. CONT.
1	CAC	COMPACT CRANBERRY	VIBURNUM TRILOBATUM 'COMPACTUM'	5 GAL. CONT.
GROUND COVERS, VINES & PERENNIALS				
1	TCT	TALL COTTON YARROW	ACHILLEA FILIPENDULA	1 GAL. CONT.
1	DA	DWARF ASTER	ASTER NOVI-BELGII SP.	1 GAL. CONT.
1	DDC	DWARF DOUBLE COREOPSIS	COREOPSIS GRANDIFLORA 'SUNRAY'	1 GAL. CONT.
1	GC	GOLDEN COREOPSIS	COREOPSIS LANCEOLATA 'GOLDEN'	1 GAL. CONT.
1	EC	EUCHYPTIS COLORATUS	EUCHYPTIS FORTUNEI 'COLORATUS'	1 GAL. CONT.
1	GF	GATFEATHER	LIATRIS	1 GAL. CONT.
1	BBF	BURGUNDY BLANKET FLOWER	GALLIARDIA GRANDIFLORA 'BURGUNDY'	1 GAL. CONT.
1	RDL	RED DAYLILY	HEPEROCALLIS SP. RED	1 GAL. CONT.
1	SDD	'STELLA D'ORO DAYLILY	HEPEROCALLIS YELLOW	1 GAL. CONT.
1	SI	SIBERIAN IRIS	IRIS SIBERICA	1 GAL. CONT.
1	CGH	CREEPING GRAPE HOLLY	MAHONIA REPENS	1 GAL. CONT.
1	GP	GARDEN PHLOX	PHLOX PANICULATA 'STARFIRE'	1 GAL. CONT.
1	CPX	CREEPING PHLOX	PHLOX SUBULATA (WHITE, PURPLE)	1 GAL. CONT.
1	RTP	ROCKY MOUNTAIN PENSTEMON	PENSTEMON STRICTUS	1 GAL. CONT.

LANDSCAPE NOTES

- All plant materials shall be in accordance with AAS specifications for number one grade.
- All landscape areas without specified planting shall receive a series type of turf.
- All trees to be balled & burlapped, root control bag, or containerized.
- All shrub beds, including ground cover areas to be mulched with 3" of recycled wood chip mulch without weed control fabric, as this nullifies the beneficial properties of the mulch.
- Edging between grass and shrub beds shall be 14-gauge steel strap set with pins level with top of sod.
- A standard automatic irrigation system will utilize a combination of low output emitters for shrub beds and rotors and/or pop-up spray heads for turf areas. The irrigation system will be the responsibility of the HOA. Each homeowner will pay for their individual water use.
- The irrigation system shall be adjusted to meet the water requirements of separate plant groups.
- Developer shall ensure that the landscape plan is coordinated with other plans such as grading, utilities, or storm drainage, so construction does not conflict with installation and maintenance of landscape element on this plan.
- Prior to installation of plant materials, areas that have been compacted shall be thoroughly loosened. Organic amendments such as compost, peat, or aged manure shall be thoroughly incorporated at a rate of approximately 2 cu. yds. per 1000 sq. ft.
- To the maximum extent feasible, topsoil that is removed during construction activity shall be conserved for later use on areas requiring revegetation and landscaping.
- Street trees along 28th Avenue Parkway are not included in this submittal. Refer to plans by Forest City for information on street trees, lighting, and other site features.
- Privacy fencing for Back Yard Row houses will follow lot lines as indicated on plan. In some cases the fence will sit on the concrete curb/retaining wall between properties.
- Groundcover in alleys for Denver Row houses shall be planted at 24" triangular spacing.
- Each Back Yard Row House is to plant and maintain one deciduous/ornamental tree.



NORTH



SCALE: 1"=20'

JOB NO.	2540
FIELD FILE	TRAP-2540-00
DRAWN	BY
CHECKED	BY
DATE	11/18/01
REVISIONS	
	10/20/01
	10/20/01

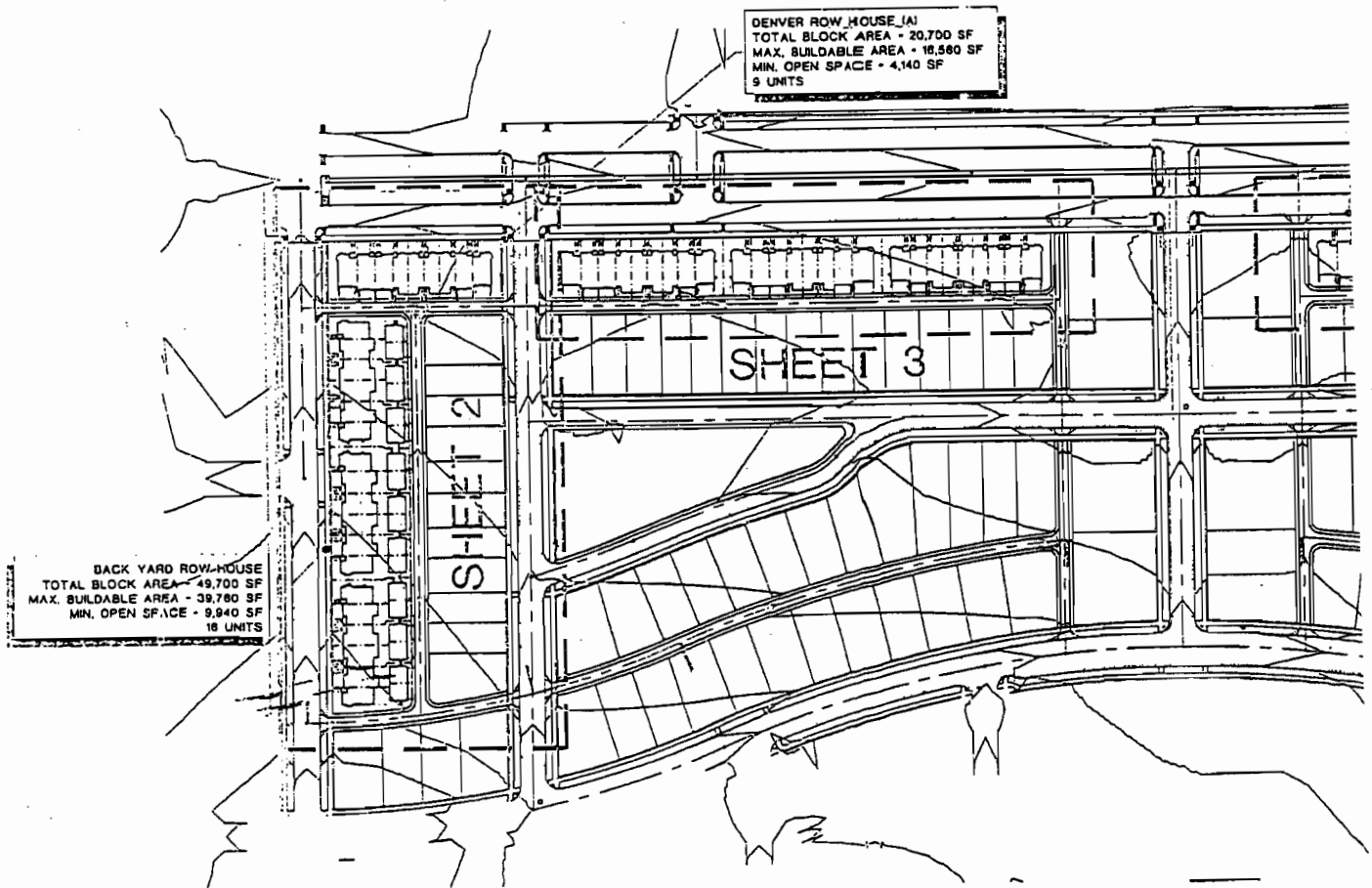
SHEET TITLE:
Site and Landscape Plan
(East)SHEET NO.:
Sheet 4 of 4

EXHIBIT F

"LANDSCAPING AREAS"

Those portions of the Lots depicted on the drawings attached hereto.

Exhibit "F"



GENERAL NOTES

subdivision plat and utility plans for all easements and lot and tract areas.

utility plans for existing geometrics of storm drainage areas, utility mains services.

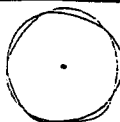
disappearing access ramps to be provided at all street and drive intersections at all designated handicapped parking spaces.

landscape may be phased on a lot by lot basis.

Developer shall ensure that the landscape plan is coordinated with the plans as by other consultants, so that the proposed grading, storm drainage, or other construction does not conflict nor preclude installation and maintenance of streets elements on this plan.

Landscape plan is for illustrative purposes only and may not reflect actual building locations.

LEGEND



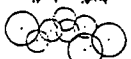
PROPOSED DECIDUOUS CANOPY TREES



PROPOSED ORNAMENTAL TREES



PROPOSED EVERGREEN TREES



PROPOSED DECIDUOUS SHRUBS



PROPOSED EVERGREEN SHRUBS



SOD AREA



WOOD MULCH AND GROUND COVER

FENCE



TRANSFORMER



ELECTRIC METER



GAS METER

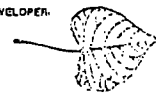
PLANTING / LANDSCAPE ARCHITECT

Cityscape

URBAN DESIGN, INC.
3505 MARSHALL STREET, SUITE 100
BOULDER, COLORADO 80501
(303) 440-0000

ENGINEER:

DEVELOPER:



McSTAIN
NEIGHBORHOODS

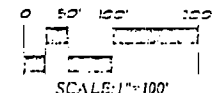
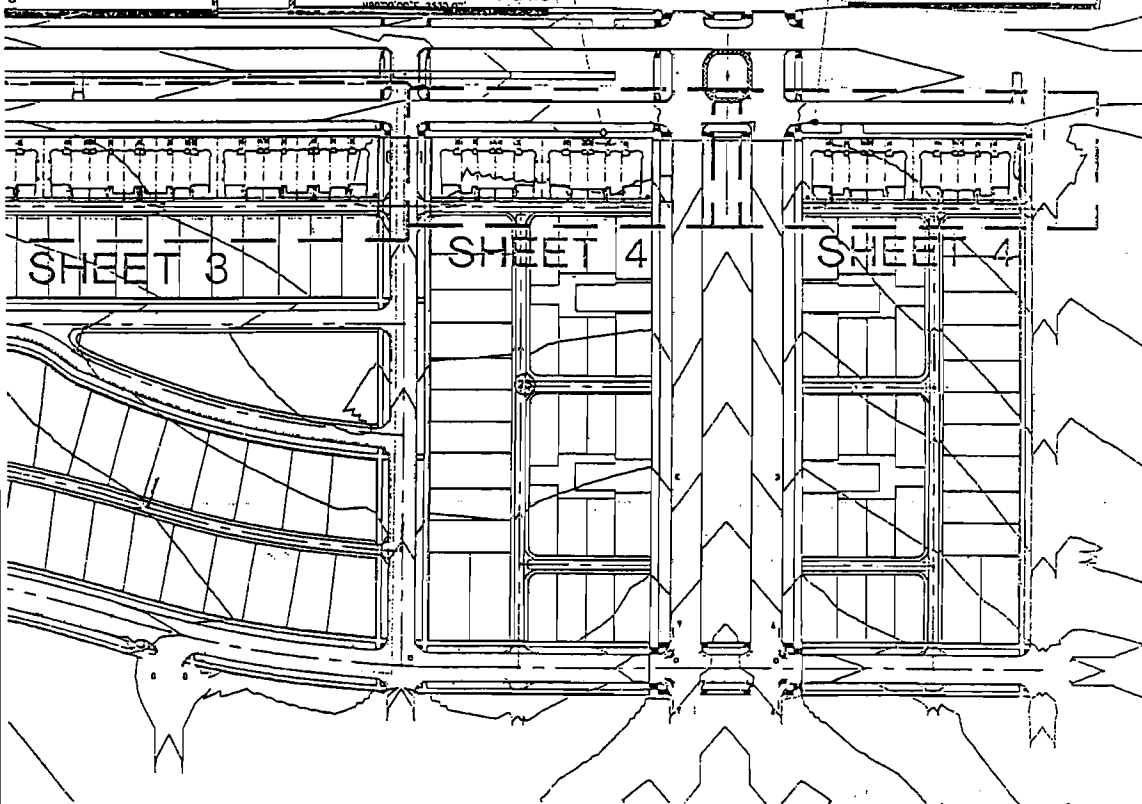
McStain Enterprises, Inc.
75 Manhattan Drive, Suite 1
Boulder, Colorado 80503
(303) 441-0000

**McSTAIN ROW HOUSES
AT STAPLETON**
conceptual neighborhood
and landscape plan.

DENVER ROW HOUSE (B)
BLOCK AREA - 51,170 SF
MAX. BUILDABLE AREA - 40,936 SF
MIN. OPEN SPACE - 10,234 SF
10 UNITS

DENVER ROW HOUSE (C)
TOTAL BLOCK AREA - 25,450 SF
MAX. BUILDABLE AREA - 20,360 SF
MIN. OPEN SPACE - 5,090 SF
10 UNITS

DENVER ROW HOUSE (D)
TOTAL BLOCK AREA - 25,450 SF
MAX. BUILDABLE AREA - 20,360 SF
MIN. OPEN SPACE - 5,090 SF
10 UNITS

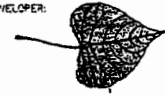


SCALE: 1"=100'

JOB NO. _____
DRAWN BY: _____
CHECKED BY: _____
DATE: _____
REVISIONS: _____
DATE: _____

SHEET TITLE:
Overall Site Plan

SHEET NO.
Sheet 1 of 4



MCSTAIN
NEIGHBORHOODS

McStain Enterprises, Inc.
75 Manhattan Drive, Suite 1
Boulder, Colorado 80303
303-494-5900

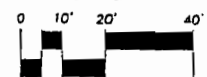
McSTAIN ROW HOUSES
AT STAPLETON

conceptual neighborhood
and landscape plan

Conceptual neighborhood and landscape plan



NORTH



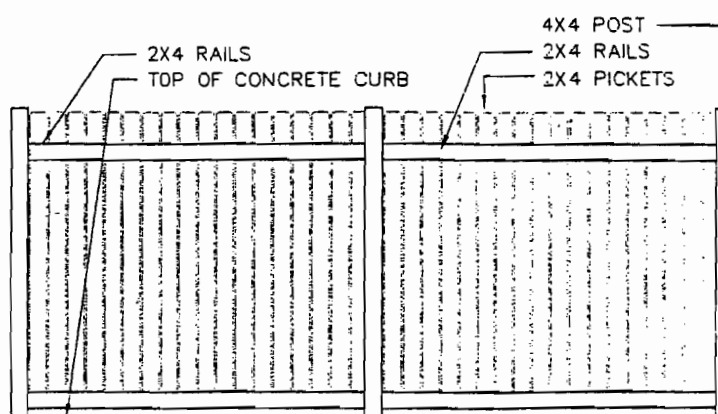
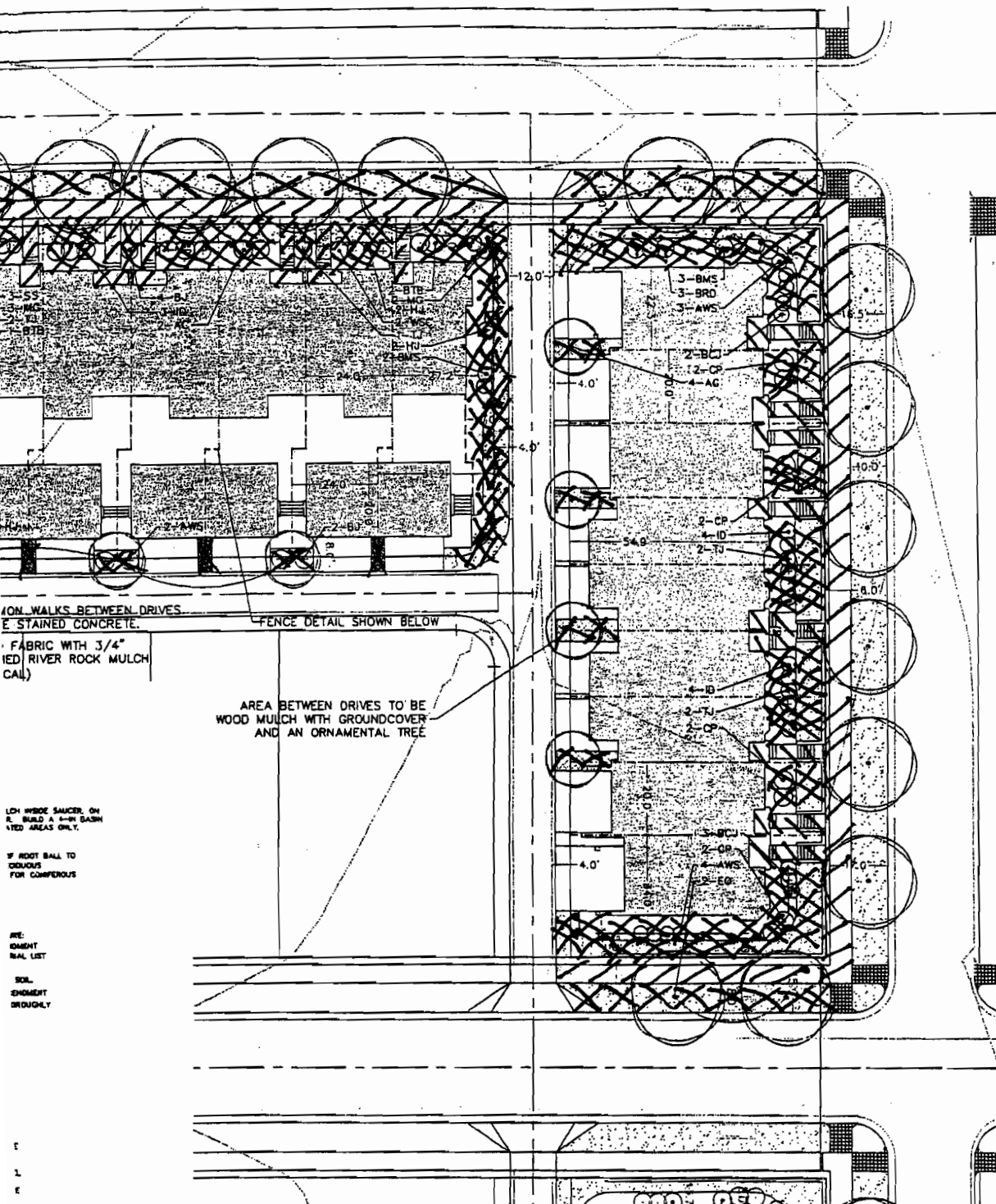
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ACAD FILE: 3740-SITELAND
DRAWN: JS
CHECKED: EW
ISSUE: 1-11-01
4-76-01

REVISIONS: 5/18/01 (Meters)
7/10/01
5/20/02 Plant Restriction Zone
7/23/02 Driveway Shrub Bed Rev.

SHEET TITLE:
Site and Landscape Plans
(west)

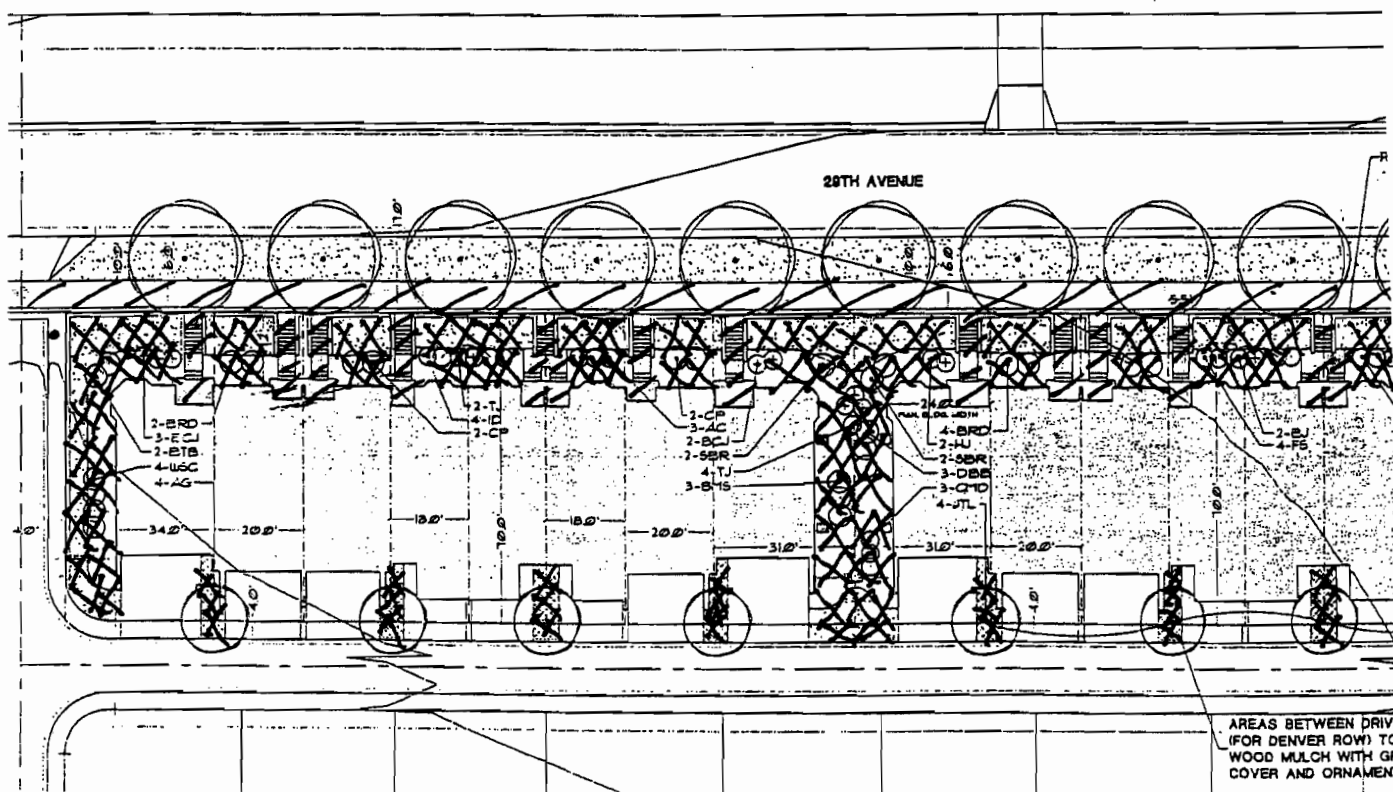
SHEET NO:
Sheet 2 of 4



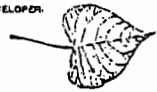
6' PRIVACY FENCE

SEPARATION AT B.Y.R. GARDEN/TERRACE

NOT TO SCALE



AREAS BETWEEN DRIVE
(FOR DENVER ROW) TO
WOOD MULCH WITH GR
COVER AND ORNAMENT.



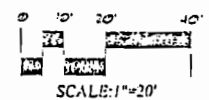
MCSTAIN
NEIGHBORHOODS

McSain Enterprises, Inc.
75 Manhattan Drive, Suite 1
Boulder, Colorado 80302
303-444-5901

McSTAIN ROW HOMES
AT STAPLETON
conceptual neighborhood
and landscape plan



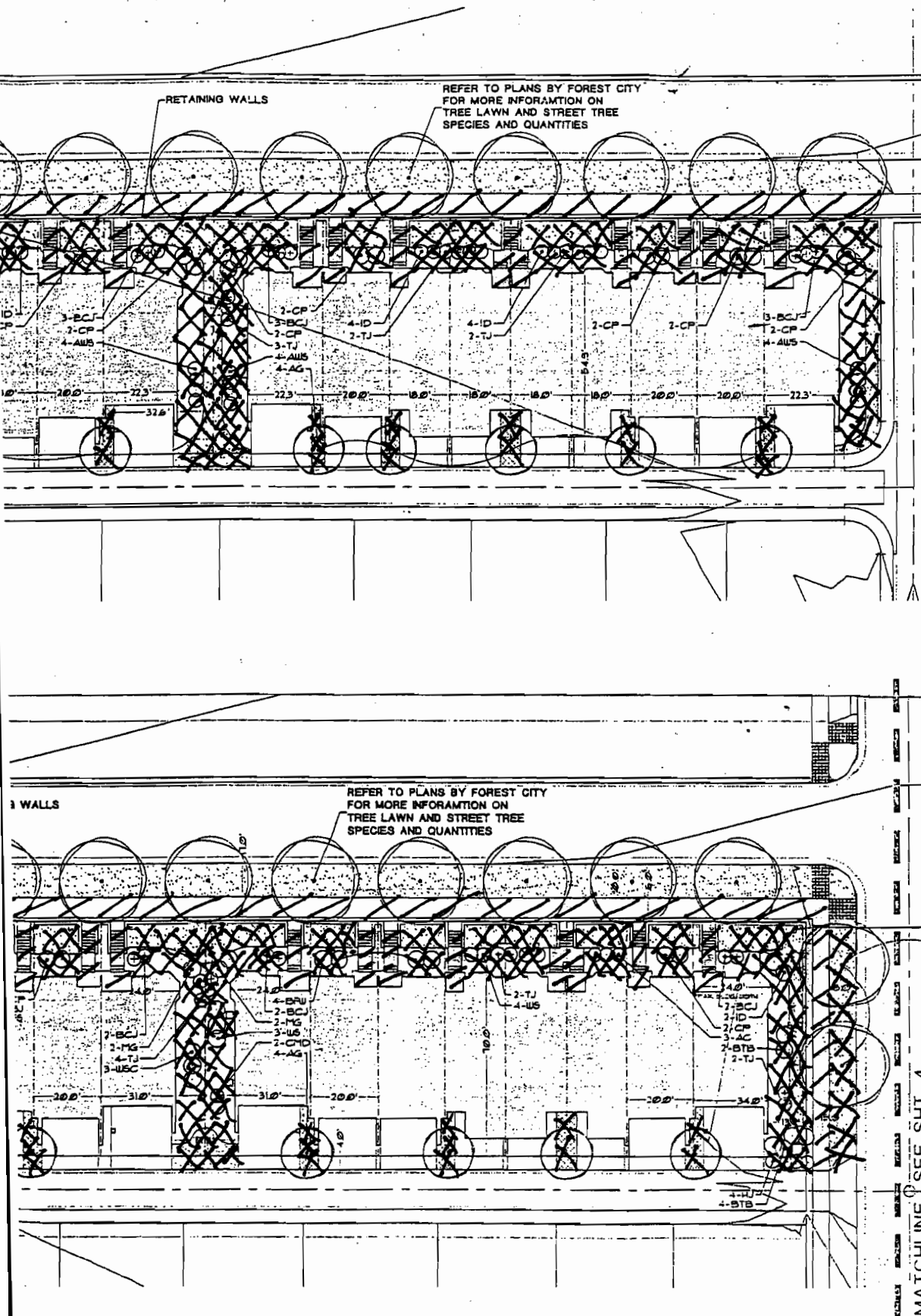
NORTH



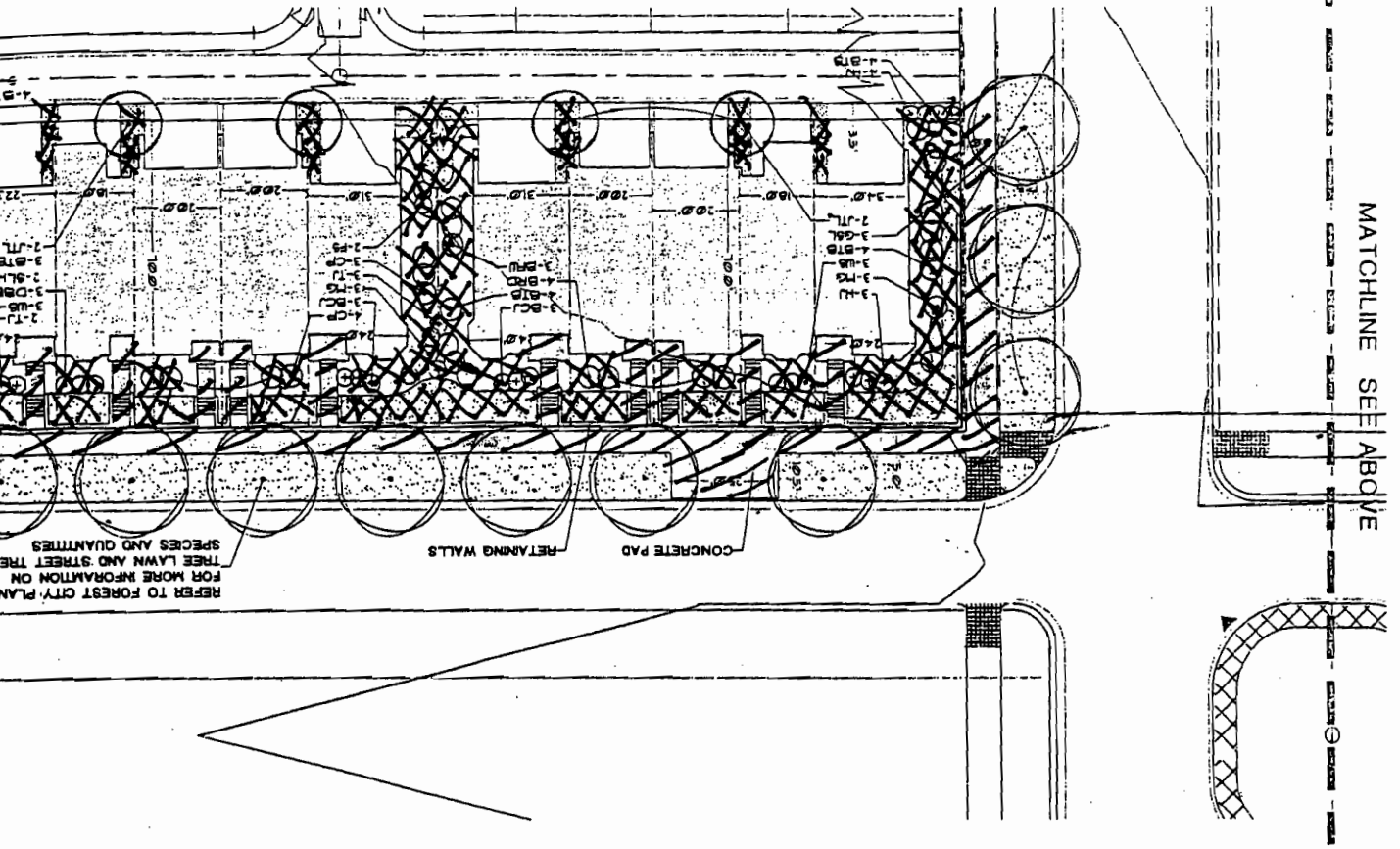
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DRAIN: 75
CHECKED: 88
ISSUE: 1-1-88
4-28-01
REVISIONS: 5/8/88 (1st Rev)
1-1-88
3/23/87 Plus Revision Log

SHEET TITLE:
Site and Landscape Plans

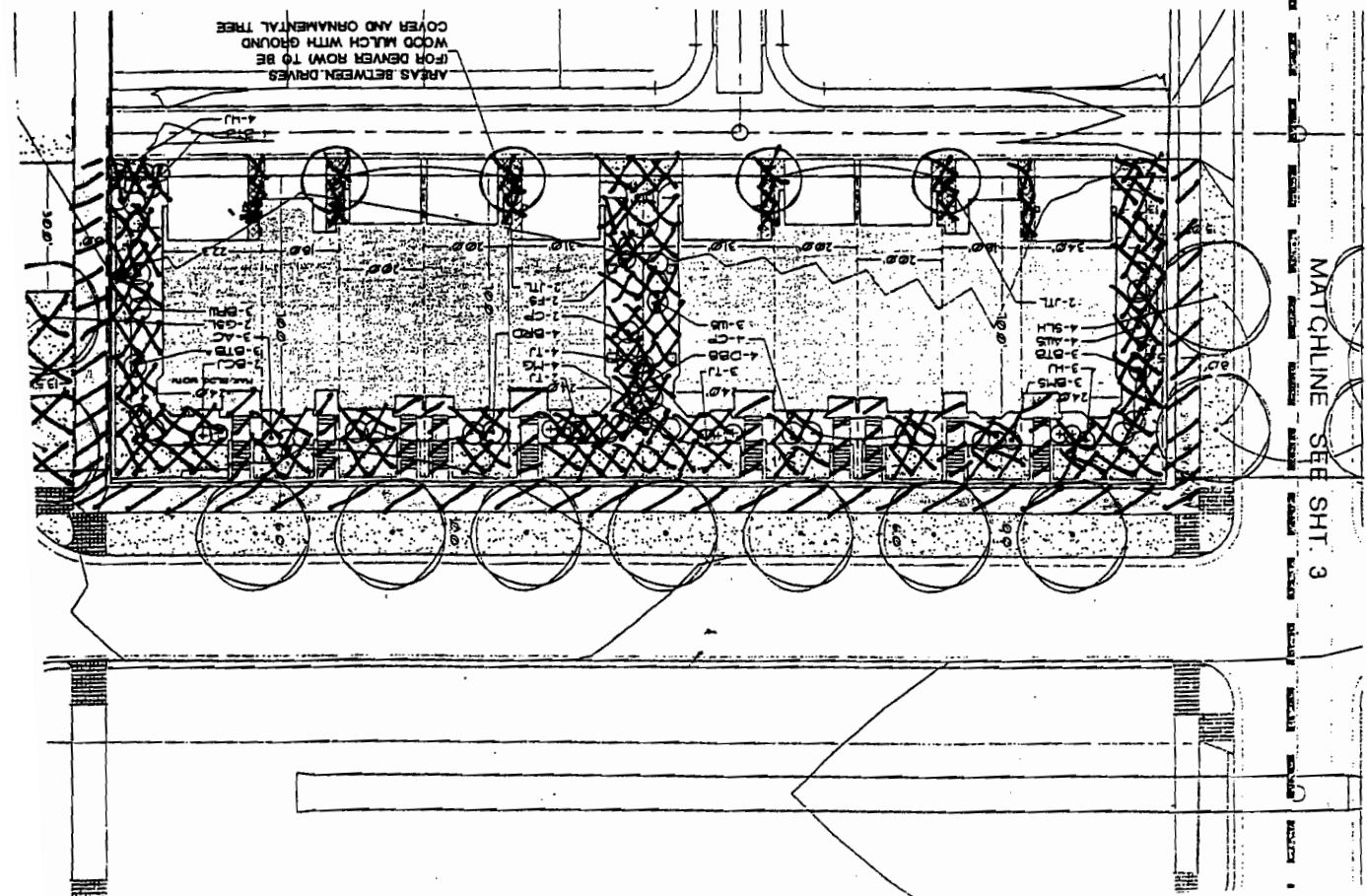
SHEET NO:
Sheet 3 of 4

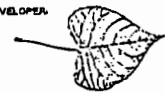


MATCHLINE SEE ABOVE



MATCHLINE SEE SHT. 3





McSTAIN
NEIGHBORHOODS

McStain Enterprises, Inc.
75 Montfort Drive, Suite 1
Boulder, Colorado 80303
303-440-5400

McSTAIN ROW HOMES
AT STAPLETON
conceptual neighborhood
and landscape plan

PLANTING LEGEND

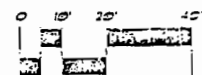
QNT.	CODE	COMMON NAME	BOTANICAL NAME	
DECIDUOUS CANOPY TREES				
8	APA	AUTUMN PURPLE ASH	FRAXINUS PENNSYLVANICA 'AUTUMN PURPLE'	7' CAL. 8" DB
8	PA	PATMORE ASH	FRAXINUS PENNSYLVANICA 'PATMORE'	7' CAL. 8" DB
8	SA	SUMMIT ASH	FRAXINUS PENNSYLVANICA 'SUMMIT'	7' CAL. 8" DB
8	WO	SWAMP WHITE OAK	QUERCUS BICOLOR	3' CAL. 8" DB
8	RO	NORTHERN RED OAK	QUERCUS RUBRA	3' CAL. 8" DB
2	EO	ENGLISH OAK	QUERCUS ROBUR	3' CAL. 8" DB
6	SLH	SKYLINE HONEYLOCUST	GLADSTONIA TROCANTHOS NERTUS 'SKYLINE'	7' CAL. 8" DB
6	GSL	GREEN SPIRE LINDEN	TILIA 'CORDATA' 'GREEN SPIRE'	7' CAL. 8" DB
DECIDUOUS ORNAMENTAL TREES				
12	JT	JAPANESE TREE LILAC	SYRINGA RETICULATA	14' CAL. 8" DB
12	AG	AMUR MAPLE	ACER GINALA	14' CAL. 8" DB
8	SSC	SPRING SNOW CRAB	MALUS 'SPRING SNOW'	14' CAL. 8" DB
8	DC	DAVID CRABAPPLE	MALUS 'RADIANT'	14' CAL. 8" DB
EVERGREEN TREES				
8	AP	AUSTRIAN PINE	PINUS NIGRA	6' HT.
8	BS	COLORADO BLUE SPRUCE	PICEA PUNGENS (BLUE)	6' HT.
8	CS	COLORADO GREEN SPRUCE	PICEA PUNGENS (GREEN)	6' HT.
EVERGREEN SHRUBS				
21	BCJ	BLUE CHIP JUNIPER	JUNIPERUS HORIZONTALIS 'BLUE CHIP'	5 GAL. CONT.
15	BJ	BUFFALO JUNIPER	JUNIPERUS SABINA 'BUFFALO'	5 GAL. CONT.
31	HJ	HUGHES JUNIPER	JUNIPERUS SABINA 'HUGHES'	5 GAL. CONT.
21	TJ	TAM JUNIPER	JUNIPERUS SABINA 'TAMARISCIFOLIA'	5 GAL. CONT.
DECIDUOUS SHRUBS				
4	SBR	SERVICE BERRY, REGENT	AMELANCHIER ALNIFOLIA 'REGENT'	5 GAL. CONT.
7	BUB	BUTTERFLY BUSH	Buddleia DAVIDII	5 GAL. CONT.
17	ID	DOGWOOD, ISANTI	CORNUS SERICEA 'ISANTI'	5 GAL. CONT.
20	BRD	BAILEY REDTUNG DOGWOOD	CORNUS SERICEA 'BAILEY'	5 GAL. CONT.
8	CRC	CRANBERRY COTONEASTER	COTONEASTER APICULATUS	5 GAL. CONT.
4	QCD	CAROL MACKIE DAPHNE	D. X BURKWOODII 'CAROL MACKIE'	5 GAL. CONT.
12	DBB	DWARF BURNING BUSH	EKONTIUS ALATUS 'COMPACTA'	5 GAL. CONT.
25	BTB	BEAUTY BUSH	KOUZITZIA AMABILIS	5 GAL. CONT.
8	MG	MAIDEN GRASS	MISCANTHUS SINENSIS GRACILLIUS	5 GAL. CONT.
8	JP	JACKMAN'S POTENTILLA	POTENTILLA FRUTICOSA 'JACKMANII'	5 GAL. CONT.
10	BPW	BLUE POUNTAIN WILLOW	SALIX PURPUREA PENDULA	5 GAL. CONT.
12	WSC	WESTERN SAND CHERRY	PRUNUS BESSEYI	5 GAL. CONT.
30	CP	CISTENA PLUM	PRUNUS CISTENA	5 GAL. CONT.
20	AL	ALPINE CURRENT	RIBES ALPINUM	5 GAL. CONT.
8	TL5	THREE LEAF SUMAC	Rhus TRILOBATA	5 GAL. CONT.
23	AWS	SPIRAEA, ANTHONY WATERER - RED	SPIRAEA JAPANONICA 'ANTHONY WATERER'	5 GAL. CONT.
11	BM5	SPIRAEA, BLUE MIST	SPIRAEA CARYOPTERIS X CLANDONENSIS	5 GAL. CONT.
16	FS	SPIRAEA, PROBEL - PINK	SPIRAEA JAPANONICA 'PROBELII'	5 GAL. CONT.
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8	SS	SPIRAEA, SNOWMOUND	SPIRAEA NIPPONICA 'SNOWMOUND'	5 GAL. CONT.
8	TKL	MISS KIM LILAC	SYRINGA PATULA 'MISS KIM'	5 GAL. CONT.
16	CL	COMMON PURPLE LILAC	SYRINGA VULGARIS	5 GAL. CONT.
8	US	WHITE SNOWBERRY	SYMPHORICARPOS ALBA	5 GAL. CONT.
8	CAC	COMPACT CRANBERRY	VIBURNUM TRILOBAT 'COMPACTUM'	5 GAL. CONT.
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8	DA	DWARF ASTER	ASTER NOVI-BELGII SP.	1 GAL. CONT.
8	DDC	DWARF DOUBLE COREOPSIS	COREOPSIS GRANDIFLORA 'SUNRAY'	1 GAL. CONT.
8	GC	GOLDEN COREOPSIS	COREOPSIS LANCEOLATA 'GOLDPINK'	1 GAL. CONT.
8	EC	EUCHYTHOUS COLORATUS	EUCHYTHOUS FORTUNEI 'COLORATA'	1 GAL. CONT.
8	GF	GATFEATHER	LIATRIS	1 GAL. CONT.
8	BBF	BURGUNDY BLANKET FLOWER	GAILLARDIA GRANDIFLORA 'BURGUNDY'	1 GAL. CONT.
8	RDL	RED DATILLY	HEPEROCALLIS SP. RED	1 GAL. CONT.
8	STL	STELLA D'ORO DAYLILY	HEPEROCALLIS YELLOW	1 GAL. CONT.
8	SI	SIBERIAN IRIS	IRIS SIBERICA	1 GAL. CONT.
8	CGH	CREeping GRAPE HOLLY	MAHONIA REPENS	1 GAL. CONT.
8	GP	GARDEN PHLOX	PHLOX PANICULATA 'STARFIRE'	1 GAL. CONT.
8	CPX	CREeping PHLOX	PHLOX SUBULATA (WHITE, PURPLE)	1 GAL. CONT.
8	RTP	ROCKY MOUNTAIN PENSTEMON	PENSTEMON STRICTUS	1 GAL. CONT.

LANDSCAPE NOTES

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- Groundcover in alleys for Denver Row Houses shall be planted at 24" triangular spacing.
- Each Back Yard Row House is to plant and maintain one deciduous/ornamental tree.



NORTH



SCALE: 1"=20'

JOB NO. _____ DATE _____
 ACID FILE: _____
 DRAWN: _____
 CHECKED: _____
 ISSUE: _____
 REVISIONS: _____
 3. COVER PLAN, REVISION 1000

SHEET TITLE:
Site and Landscape Plan
(East)

SHEET NO.
Sheet 4 of 4

EXHIBIT G

“EXISTING TITLE EXCEPTIONS”

1. The effect of Ordinance No. 12, Series of 1999 relating to zoning recorded January 8, 1999 under Reception No. 9900004126.
2. Easements, conditions, covenants, restrictions, reservations and notes on the recorded plat of Stapleton Filing No. 2 recorded March 26, 2001 under Reception No. 20011043011.
3. Reservations contained in property deed recorded May 7, 2001 under Reception No. 20011070232. Note quitclaim deed in connection with said reservation recorded May 7, 2001 under Reception No. 2001070233 and Amendment Agreement Regarding Reservation Obligations recorded May 7, 2001 under Reception No. 2001070248.
4. Terms, condition and provisions of Design and Architectural Declaration recorded May 7, 2001 at Reception No. 2001070238.
5. Terms, conditions and provisions of Development Agreement recorded May 7, 2001 at Reception No. 2001070246.
6. Terms, conditions and provisions of Assignment and Assumption Agreement Regarding Reservation Obligations recorded May 7, 2001 at Reception No. 2001070251.
7. Any tax, lien, fee, or assessment by reason of inclusion of subject property in the Westerly Creek Metropolitan District, as evidenced by instrument recorded May 31, 2001 under Reception No. 2001088078.
8. Terms, conditions, provisions, burden and obligations as set forth in Community Declaration recorded October 4, 2001 under Reception No. 2001167472.
9. The effect of Stapleton Residential Development Plan for Filing No. 2 recorded September 21, 2001 under Reception No. 2001159091.
10. Utility easement as granted to Public Service Company of Colorado in instrument recorded November 7, 2001 under Reception No. 2001199876.
11. Utility easement as granted to Public Service Company of Colorado in instrument recorded November 27, 2001 under Reception No. 2001199877.
12. Utility easement as granted to QWest Corporation, a Colorado corporation in instrument

recorded November 27, 2001 under Reception No. 200199879.

13. Utility easement as granted to Wideopen West Colorado, LLC in instrument recorded November 27, 2001 under Reception No. 2001199880.

14. Utility easement as granted to Mile Hi Cable Partners, L.P. instrument recorded November 27, 2001 under Reception No. 2001199881.

TECHNICAL AMENDMENT TO EXHIBIT A OF THE
COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE
STAPLETON FILING 2 TOWNHOMES

DEC 30 2002

WHEREAS, McStain Enterprises, Inc., a Colorado corporation ("McStain") is the Declarant under the Declaration of Covenants, Conditions and Restrictions for the Stapleton Filing 2 Townhomes recorded on August 20, 2002 in the real property records of the City and County of Denver at Reception No. 2002144538 (the "Declaration");

WHEREAS, Exhibit A to the Declaration has attached as Exhibits A-1 through A-18 the metes and bounds legal descriptions for 18 lots that comprise the initial "Property" subject to the Declaration;

WHEREAS, certain of the metes and bounds legal descriptions so attached contain technical errors in the legal descriptions that Declarant desires to correct by virtue of this amendment;

WHEREAS, Section 8.02(c) permits the Declarant to unilaterally amend the Declaration during the Period of Declarant Control to correct clerical, typographical or technical errors;

WHEREAS, this amendment is executed and recorded during the Period of Declarant Control;

THEREFORE, Exhibits A-7, A-9, and A-18 are hereby replaced in their entirety by the new Exhibits A-7, A-9 and A-18 attached hereto. Those exhibits relate to lots having street addresses of 7790 29th Avenue, 7800 29th Avenue, and 7900 29th Avenue, respectively.

Dated this 10th day of October, 2002.

McSTAIN ENTERPRISES, INC.,
a Colorado corporation

By: [Signature]
Name: Eric W. Henberg
Title: President

STATE OF COLORADO)
) SS.
COUNTY OF BOULDER)

The foregoing instrument was executed and acknowledged before me this 10th day of October, 2002, by Eric Wittenburg as President of McStain Enterprises, Inc., a Colorado corporation.

Witness my hand and official seal.

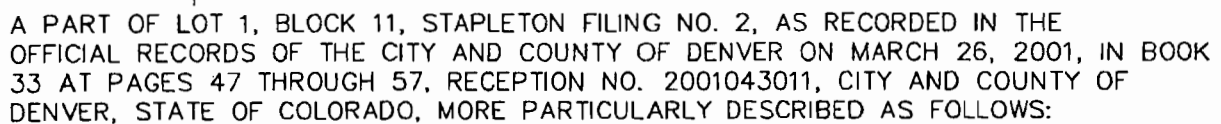

Notary Public

My commission expires: 2-23-05



My Commission Expires 02/23/2005

NORTH
SCALE: 1"=20'



THENCE N 90°00'00" E, A DISTANCE OF 166.00 FEET, TO THE POINT OF BEGINNING;
THENCE N 90°00'00" E, A DISTANCE OF 34.00 FEET;
THENCE S 00°00'00" W, A DISTANCE OF 70.00 FEET;
THENCE S 90°00'00" W, A DISTANCE OF 34.00 FEET;
THENCE N 00°00'00" W, A DISTANCE OF 70.00 FEET, TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH
RIGHT-OF-WAY LINE OF 29TH AVENUE, STAPLETON FILING
NO. 2 AS RECORDED IN THE OFFICIAL RECORDS OF THE
CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN
BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO.
2001043011, AS BEARING N90°00'00" E.



4521 E. Virginia Avenue, Suite 200
Denver, Colorado 80246
(303) 377-6601
fax (303) 377-6656
www.mnaengineering.com

SHEET 1 OF 1

EXHIBIT A-9



POINT OF BEGINNING

WEST LINE
LOT 1, BLK 13

SPRUCE STREET (60' R.O.W.)

NW COR. OF LOT 1, BLK 13
POINT OF COMMENCEMENT

29TH AVENUE (142' R.O.W.)

N90°00'00"E

34.00'

N00°00'00"W

70.00'

S00°00'00"W

70.00'

7800

S90°00'00"W

34.00'

20' UTILITY & PUBLIC ACCESS EASEMENT

NORTH LINE
LOT 1, BLK 13

A PART OF LOT 1, BLOCK 13, STAPLETON FILING NO. 2, AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 13
STAPLETON FILING NO. 2
THENCE N 90°00'00" E, A DISTANCE OF 34.00 FEET;
THENCE S 00°00'00" W, A DISTANCE OF 70.00 FEET;
THENCE S 90°00'00" W, A DISTANCE OF 34.00 FEET;
THENCE N 00°00'00" W, A DISTANCE OF 70.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 2380 SQUARE FEET OR 0.055 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF 29TH AVENUE, STAPLETON FILING NO. 2 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, AS BEARING N90°00'00" E.



9/17/02
MNA, Inc.

CIVIL & STRUCTURAL ENGINEERS

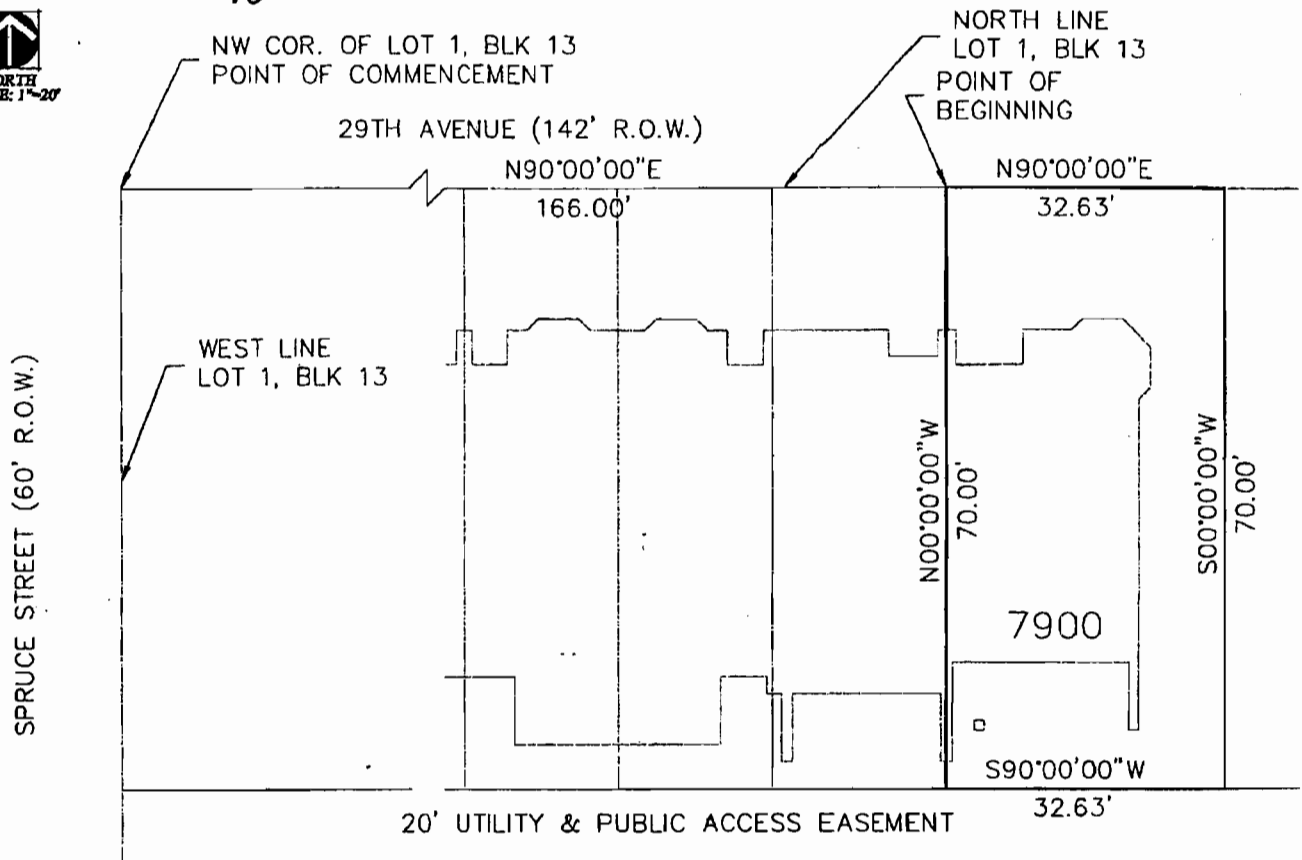


4521 E. Virginia Avenue, Suite 200
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SHEET 1 OF 1

EXHIBIT A-18



A PART OF LOT 1, BLOCK 13, STAPLETON FILING NO. 2, AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 13
STAPLETON FILING NO. 2

THENCE N 90°00'00"E, A DISTANCE OF 166.00 FEET, TO THE POINT OF BEGINNING;
THENCE N 90°00'00"E, A DISTANCE OF 32.63 FEET;
THENCE S 00°00'00"W, A DISTANCE OF 70.00 FEET;
THENCE S 90°00'00"W, A DISTANCE OF 32.63 FEET;
THENCE N 00°00'00"W, A DISTANCE OF 70.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 2284 SQUARE FEET OR 0.052 ACRES MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF 29TH AVENUE, STAPLETON FILING NO. 2 AS RECORDED IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER ON MARCH 26, 2001, IN BOOK 33 AT PAGES 47 THROUGH 57, RECEPTION NO. 2001043011, AS BEARING N90°00'00" E.



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