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PARTY WALL DECLARATION
FOR
THE TOWNS AT OAK CREST

(Parcels 54, 55, 56, and 57, Lot 12, GVR Filing No. 72)

THIS PARTY WALL DECLARATION (this ***Party Wall Declaration***), dated February 13th, 2019 is made by CLAYTON PROPERTIES GROUP II, INC., a Colorado corporation (***Declarant***). Initially capitalized phrases, terms, and words used in this Party Wall Declaration have the meanings set forth in Section 1 of this Party Wall Declaration.

RECITALS:

A. The Towns at Oak Crest (the ***Townhome Community***) is located at 38th Avenue and Himalaya Road in Denver, Colorado. The Townhome Community is subject to the Master Declaration of Covenants, Conditions, and Restrictions for the Towns at Oak Crest (the ***Townhome Declaration***) Recorded on September 28, 2018 at Reception No. 2018123741, which governs the Townhome Community.

B. The Building and the Townhomes are located in, and are a part of, the Townhome Community. The Building is located on the real property more particularly described in Attachment 1 to this Party Wall Declaration. The Building contains the Townhomes, which are located on the Parcels described in Attachment 1 to this Party Wall Declaration and designated in the Parcel Reconfiguration set forth in in Attachment 2 to this Party Wall Declaration.

C. The Townhomes share Party Walls and Shared Building Components as described and designated in Section 2 of this Party Wall Declaration. By this Party Wall Declaration and as an owner of the Townhomes, Declarant intends to (1) declare the Party Walls to be party walls under Applicable Law, (2) establish the ownership of the Party Walls and Shared Building Components, and (3) provide for the insurance, maintenance, management, ownership, repair, replacement, and use by the Owners of the Party Walls and Shared Building Components.

DECLARATION:

Declarant hereby declares that (a) the Building, the Parcels, the Shared Building Components, and the Townhomes are subject to the conditions, covenants, reservations, and restrictions contained in this Party Wall Declaration and (b) all Persons now owning, or hereafter acquiring, the Townhomes shall enjoy, hold, maintain, manage, own, and use their respective Parcels and Townhomes and their respective ownership interests in the Party Walls, and the Shared Building Components subject to, and in accordance with, the following conditions, covenants, declarations, easements, equitable servitudes, limitations, provisions, and restrictions created and imposed by this Party Wall Declaration:

1. Definitions. The following initially capitalized phrases, terms, and words not otherwise defined herein have the meanings set forth in this Section 1.

Applicable Laws means the other codes, decrees, edicts, laws, orders, ordinances, promulgations, regulations, rules, and statutes of Government Agencies applicable to the Townhomes.

Arbitration has the meaning specified in Section 9.b.

Bound Contractor means (a) the Declarant or (b) any other architect, designer, contractor, engineer, Licensed Party, subcontractor, or supplier that has (i) performed Work on, or supplied materials and services, in the construction or repair of the Building, the Party Walls, the Shared Building Components, or the Townhomes and (ii) agreed to, or is otherwise bound by, the Dispute Resolution Procedures

Building means the Townhomes and includes the Party Walls, the Shared Building Components, and other related improvements constructed and located on the Parcels.

Building Dispute has the meaning specified in Section 9.c.

Casualty Loss has the meaning specified in Section 5.

Claim means an assertion of liability, cause of action, claim, demand, disagreement, dispute, or entitlement for compensation, indemnification or reimbursement made by one Person against another Person whether arising at law, in equity, or otherwise.

Construction Defect Action Reform Act means the Construction Defect Action Reform Act (C.R.S. §§ 13-20-801, *et seq.*) and the Colorado Consumer Protection Act as described in C.R.S. § 13-302-806.

Construction Defect means a defect in the design or construction of the Building, the Party Walls, the Shared Building Components or the performance of Work (including repair or warranty Work).

Contractor Notice has the meaning specified in Section 9.d.

Damaged Townhome and ***Damaged Building Components*** have the meanings specified in Section 5.

Declarant means (a) Clayton Properties Group II, Inc., a Colorado corporation, (b) any Successor Declarant, and (c) any affiliate, agent, architect, consultant, contractor, designer, director, employee, engineer, parent, shareholder, subcontractor, successor, supplier, or other agent or representative of Declarant or a Successor Declarant.

Declarant Reserved Rights Period means a period beginning on the date of the Recording of this Party Wall Declaration and ending on the earlier to occur of (a) ten years after the conveyance to a homebuyer of the last Townhome in the Townhome Community or (b) fifteen years from the date of the Recording of this Party Wall Declaration.

Design Review Committee means the committee designated as the Design Review Committee in the Townhome Declaration.

Dispute has the meaning specified in Section 9.a.

Dispute Disclosure has the meaning set forth in Section 9.d.i.

Dispute Resolution Procedures has the meaning specified in Section 9.a.

District means any metropolitan district organized and existing pursuant to the Special District Act.

Easement has the meaning specified in Section 2.c.

First Mortgage means a Mortgage encumbering a Townhome that has priority over all other security interests in a Townhome other than statutory liens for taxes and special assessments and including an executory land sales contract wherein the Administrator of Veterans Affairs is the seller, whether such contract is owned by the VA or its assigns and whether or not it is Recorded.

Government Agency means the City, a District, and any other government agency, authority, department, division, or enterprise exercising or having jurisdiction over the Community Area.

License has the meaning specified in Section 2.c.

License Condition has the meaning specified in Section 2.c.ii.

License Purpose means for the purpose of (a) accessing and inspecting the Party Walls and the Shared Building Components, (b) maintaining and repairing the Party Walls and Shared Building Components, and (c) performing the Work necessary to restore Damaged Building Components and Damaged Townhomes as set forth in Section 5 below.

Licensed Party means (a) a contractor (including its designated employees or representatives) that (i) holds a license issued by the City to perform electrical, mechanical, plumbing, roofing, siding, and other Work for which a license is required by the City, (ii) has liability, property, and other insurance (including workers compensation insurance) covering the Work that the contractor will be performing, and (iii) provides at least a one-year warranty for services performed and materials supplied or (b) a Utility Provider (including its designated contractors, employees, and representatives).

Mortgage means any Recorded deed of trust, mortgage, or other security instrument given voluntarily by an Owner of a Townhome that encumbers a Townhome to secure the performance of an obligation or the payment of a debt.

Mortgagee means a beneficiary of, or mortgagee under, a Mortgage and includes (a) the assignees of such mortgagee, (b) any Person named as the mortgagee or beneficiary under any First Mortgage, or (c) any insurer or guarantor of a First Mortgage, including the Administrator of Veterans Affairs (Veterans Administration).

Notice has the meaning specified in Section 10.k.

Occupant means each Person occupying a Townhome including each Owner, each guest or invitee of an Owner, each tenant and subtenant, and each other Person in possession of, or otherwise occupying or residing in, a Townhome.

Owner means any Person holding fee simple title of Record to a Townhome, and if more than one Person owns a Townhome, then the term ***Owner*** means such Persons collectively.

Owner Party means each Owner and its (a) agents, contractors, licensees, representatives, and vendors performing labor or providing materials in connection with the alteration, inspection, maintenance, repair, and replacement of the Townhome of such Owner and (b) the assigns, heirs, representatives, and successors of each Owner.

Parcel means one of the parcels upon which the Townhomes are located as designated in the Parcel Reconfiguration and as described in Attachment 1 to this Party Wall Declaration.

Parcel Reconfiguration has the meaning set forth in Recital B and is set forth in Attachment 2 to this Party Wall Declaration

Party Wall means an interior wall in the Building that (a) separates two adjoining Townhomes, (b) is located substantially along the shared interior Parcel line that bounds the adjoining Townhomes, (c) begins at the foundation of each Townhome, provides common support to each Townhome, and continues up to the ridge of the Roof and the trusses that support the Roof, (d) creates and supports two separate and structurally independent buildings on either side of such interior wall, (e) consists of partitions and panels inserted between floor and ceiling runners, and (f) other components as specified on the Plans.

Party Wall Declaration means this Party Wall Declaration as Recorded in the official Records of the City.

Person means a natural person, a Government Agency, or an association, company, corporation, limited liability company, partnership, trust, or other legally recognized entity, as the context may require.

Record, Recorded, Recording, and other variants of the word *record* means the filing or Recording of a document or instrument in the official real estate Records of the City.

Shared Building Components means (a) the exterior walls of the Building (including the fascia, siding, stone, stucco, trim, and other components of such walls), (b) the portion of the foundation of the Building shared by Townhomes and that supports a Party Wall, including the concrete footing and the concrete foundation wall, (c) the roof of the Building, including the framing and covering that extends over the Building and includes the asphalt shingles, battens, ceiling joists, eaves, gutters, downspouts, rafters, sheathing, trusses, and other component parts of the roof, and (d) Utility Equipment to the extent such Utility Equipment is located in, on, or under one Townhome and is used to provide Utility Service to more another Townhome or Townhomes.

Special District Act means the Colorado Special District Act (C.R.S. §§ 32-1-101, *et seq.*).

Successor Declarant means any Person designated as a successor to Declarant by a written instrument signed by the original Declarant and the successor to the original Declarant and Recorded in the Records of the City.

Total Loss, Total Loss Notice, Total Loss Response and ***Total Loss Response Period***) have the meanings specified in Section 5.c.

Townhome Community and ***Townhome Declaration*** have the meanings specified in Recital A.

Townhomes means the townhome residences located on the Parcels and ***Townhome*** means one of the Townhomes located on one of the Parcels.

Townhome 1 means the townhome residence located on the Parcel described and designated "Townhome 1" on Attachment 1.

Townhome 2 means the townhome residence located on the Parcel described and designated "Townhome 2" on Attachment 1.

Townhome 3 means the townhome residence located on the Parcel described and designated "Townhome 3" on Attachment 1.

Townhome 4 means the townhome residence located on the Parcel described and designated "Townhome 4" on Attachment 1.

Utility Equipment means all Utility equipment and lines of every kind, nature, or type convenient or necessary for making available or providing Utilities to the Townhomes (including all equipment, junction boxes, lines, manholes, poles, pipelines and sleeves, and similar types of equipment).

Utility Provider means any agency, company, Government Agency, or utility company that provides Utility Service to the Building and includes licensed electricians, plumbers, and other Persons authorized or designated by a Utility Provider to access, inspect, maintain, repair, and replace Utility Equipment located in the Building.

Utility Service means all utility services necessary for the convenient enjoyment and use of the Townhomes (including cable television, electric, gas, internet service, water, sanitary sewer, telephone, television, and similar utility services).

Work means the alteration, construction, inspection, installation, maintenance, repair, replacement, restoration, and other work set forth in this Party Wall Declaration.

2. Building, Party Wall, and Shared Building Components. Declarant hereby declares and establishes the ownership in tenancy in common of the Party Walls and the Shared Building Components in accordance with this Section 2.

a. Party Walls. Subject to this Party Wall Declaration the Owners shall hold and own the Party Walls as follows: (i) the Owners of Townhomes 1 and 2 shall each hold equal

undivided interests as tenants in common in the Party Wall shared by their respective Townhomes, (ii) the Owners of Townhomes 2 and 3 shall each hold equal undivided interests as tenants in common in the Party Wall shared by their respective Townhomes, and (iii) the Owners of Townhomes 3 and 4 shall each hold equal undivided interests as tenants in common in the Party Wall shared by their respective Townhomes.

b. Shared Building Components. Subject to this Party Wall Declaration, each Owner shall enjoy, hold, and own the Shared Building Components as fixtures appurtenant to their respective Townhome, with each Owner holding and owning equal, undivided interests in the Shared Building Components as tenants in common with the other Owners.

c. Easements and Licenses. In addition to the easements and licenses set forth in the Townhome Declaration, there are hereby established the following easements (***Easements***) and licenses (***Licenses***):

i. Easements. Declarant hereby declares, establishes, grants, and reserves the following non-exclusive and perpetual Easement across, on, over, and under the Townhomes: (A) for the benefit and use of the Owners, an Easement for (1) the encroachment of any portion of a Townhome or other improvements constructed as part of the initial construction of the Building that encroaches upon another Townhome, (2) the encroachment of any portion of concrete footing or foundation wall of a Townhome that encroaches upon another Townhome, and (3) encroachments caused by (a) changes in position caused by repair or reconstruction of the Building or a Townhome or (b) inaccuracies, miscalculations, or variances in the original construction of the Building or in the descriptions of the Parcels set forth on Attachment 1, in the Parcel Reconfiguration set forth in Attachment 2, or both, (B) for the benefit and use of the Owners, an Easement for the lateral and subjacent support and joint use of the Party Walls, the Shared Building Components, and the Townhomes, and (C) for the benefit and use of Owners and Utility Providers, an Easement for the purpose of accessing, altering, inspecting, installing, maintaining, repairing, or replacing Shared Building Components.

ii. Licenses. Declarant hereby establishes and grants a License to the Licensed Parties for the License Purpose and subject to the following conditions (the ***License Conditions***): (A) access pursuant to the License shall be strictly limited to Licensed Parties and shall be solely for a License Purpose, (B) before accessing Shared Building Components or entering a Townhome, a Licensed Party shall, at the request of an Owner, provide reasonable evidence demonstrating that such Person meets the criteria for qualification as a Licensed Party, (C) except in the event of an emergency, the Licensed Party shall access Shared Building Components and Townhomes during normal business hours, after reasonable notice to Occupants and Owners, and after scheduling access to accommodate the schedule of, and minimize disruption to, the Occupants of a Townhome, (D) in the event of an emergency requiring immediate action to avoid bodily injury damage or additional damage to property, the Licensed Party shall use reasonable efforts in the circumstances to give prior notice to, and minimize disruption of, Occupants and Owners of a Townhome, and (E) if a Licensed Party is accessing Shared Building Components or entering a Townhome at the request of an Owner, then such requesting Owner shall (1) pay when due the cost and expense of such Licensed Party and (2) defend and indemnify the other Owners for any cost, damage, liability, or loss incurred by them as the result of such access as provided in Section 10.h below.

3. Insurance. Each Owner shall obtain and continuously maintain in effect insurance that, at a minimum, complies with the following requirements:

a. Property Insurance. Insurance against loss or damage by fire and such other hazards as are normally covered under "standard" coverage that, at a minimum, satisfies the stricter of the following requirements: (i) property insurance satisfying the minimum amounts, coverage, endorsements, and other insurance requirements set forth in any First Mortgage encumbering the Townhome of an Owner or (ii) property insurance that is in no event less than the full insurable replacement cost (with appropriate coverage for the costs of inflation) of the Townhome that provides for (A) loss or damage by fire and other hazards covered by standard extended coverage endorsements and (B) debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage.

b. Liability Insurance. Comprehensive liability insurance insuring against liability due to bodily injury and property damage, written on an occurrence basis, that, at a minimum, satisfies the stricter of the following requirements: (i) liability insurance satisfying the minimum amounts, coverage, endorsements, and other insurance requirements set forth in any First Mortgage encumbering the Townhome of an Owner or (ii) comprehensive liability insurance with policy limits of not less than $250,000 per occurrence, covering all claims for bodily injury and/or property damage, including contractual coverage for the Owner's agreement to indemnify the other Owners and their respective Occupants and Owner Parties.

c. Personal Property and Other Insurance. Subject to compliance with the requirements of First Mortgages, (i) each Owner may obtain additional insurance, at its own expense, insuring personal property, loss of rents, personal liability, and such other risks, and in such amounts, as an Owner deems necessary or desirable to protect its Townhome and (ii) on such basis as the Owners may determine, the Owners may acquire a single insurance policy to cover the Shared Building Components from any one or more of the hazards or risks set forth in this Section 3.

d. Requirements for Liability and Property Insurance. Each Owner shall (i) cause its liability insurance policy to name the other Owners as additional insureds, (ii) obtain a provision in their respective insurance policies to provide for thirty days' prior notice to the other Owners before cancellation or modification of such policy, (iii) within thirty days of written request by an Owner, each Owner shall provide the other Owners with evidence of the insurance required to be carried by the Owner pursuant to this Section 3, (iv) to the extent available at a commercially reasonable price, each Owner shall cause its insurer to issue appropriate endorsements to all policies of insurance carried in connection with the Owner's Parcel reflecting the waiver of subrogation rights set forth in Section 10.h below, and (v) to the extent available at a commercially reasonable price, each Owner shall cause its insurer to issue Loss Assessment Coverage endorsements in an amount recommended by such Owner's insurance agent based upon the replacement cost of each Townhome and the amount each Owner might be required to contribute to the repair and replacement of the Shared Building Components.

4. Maintenance.

a. General Maintenance Requirement. At its own cost and expense, each Owner shall maintain, own, and repair its Townhome in accordance with Applicable Law and repair and replace damage to doors, garage doors, and windows in its Townhome.

b. Maintenance Agreement. The Owner shall jointly obtain and jointly bear the cost and expense of a maintenance agreement (a ***Maintenance Agreement***) from a Licensed Party recommended by the Design Review Committee. Among other things customarily contained in agreements of this type, the Maintenance Agreement shall provide that the Licensed Party shall (i) clean and remove debris from the Roof (including the surface of the Roof, drain basket, gutters, drain spouts, scuppers, and other drainage components of the Roof), (ii) perform periodic inspections of the Roof and Walls for (A) standing water, surface contaminates, vandalism, or other issues known to degrade the Roof and Walls, (B) flashings and counter-flashings, coping caps, and other sheet metal accessories, (C) damage to the Roof and Walls (including damage covered by manufacturer and other warranties, damage not covered by a warranty, but requiring repair (including damage caused by animals, contractors or other persons, punctures, splits, and weather, and other abnormalities that fall below manufacturer recommendations) (D) blisters and other loose roof areas in the Roof and Walls that present a strong possibility of leaking with a twelve-month period, and (iii) provide a written report, and (v) identifies a condition summary, photos, and sketch.

c. Cost. The Owners shall (i) share equally the cost of the Maintenance Agreement, (ii) take such actions as may be reasonably necessary to enforce any warranties given with respect to the Roof and Walls, and (iii) perform, and share equally in the cost of, any repairs to perform the Work necessary to maintain and repair the Roof and Walls that is not covered by insurance or a warranty. The Owners shall consider any disagreement among them regarding the Maintenance Agreement, the recommendations made in a periodic report, payment of the cost of the Maintenance Agreement and the cost of the Work (including the payment by an Owner of its proportionate share of such cost) to be a Dispute and they shall resolve such Dispute as set forth in Section 9 below.

5. Repair and Restoration of Damage. If any portion of the Building suffers damage or loss as the result of fire, natural disaster, weather, or other casualty (a ***Casualty Loss***), then Owners shall proceed as follows to perform the Work necessary to repair, reconstruct, and restore a damaged Townhome (***Damaged Townhome***) and damaged Party Walls or Shared Building Components (***Damaged Building Components***):

a. Loss Only Affecting Single Townhome. If a Casualty Loss occurs that damages only a Townhome and does not affect the Party Walls, the Shared Building Components, or other Townhomes, then the Owner of the Damaged Townhome shall (i) promptly commence, and diligently prosecute to completion, the Work necessary to restore the Damaged Townhome to substantially the same condition as the Damaged Townhome existed before the Casualty Loss and (ii) pay the cost of the Work from the proceeds of insurance or otherwise.

b. Loss Affecting Building. If a Casualty Loss occurs that results in Damaged Building Components or in one or more Damaged Townhomes, then (i) the Owners shall jointly and promptly commence, and diligently prosecute to completion, the Work necessary to restore the Damaged Building Components to substantially the same condition as the Damaged Building Components existed before the Casualty Loss, (ii) the Owner of each Damaged Townhome shall promptly commence, and diligently prosecute to completion, the Work necessary to restore the Damaged Townhome (exclusive of the Damaged Building Components) to substantially the same condition as the Damaged Townhome existed before the Casualty Loss, (iii) the Owners shall cooperate and work with each other in scheduling the Work necessary to restore the Damaged Building Components and their respective Damaged Townhomes, and (iv) from the proceeds of insurance or otherwise, each Owner shall (A) contribute equally to paying the cost of the Work needed to restore the Damaged Building Components and (B) pay the cost of the Work to restore the Damaged Townhome (exclusive of the Damaged Building Components) of such Owner.

c. Total Loss of Building. In the event of a Total Loss, the Owners shall proceed as follows:

i. Total Loss; Total Loss Notice. If a Casualty Loss occurs that is so extensive and severe that the Building, the Party Walls, the Shared Building Components, or one or more of the Townhomes cannot be safely rebuilt or such rebuilding is not commercially feasible or reasonable (a ***Total Loss***), then, in lieu of rebuilding and restoring the Damaged Building Components or the Damaged Townhomes, an Owner shall have the right to give the other Owners a notice (a ***Total Loss Notice***) in which the notifying Owner (A) states that the Building has incurred a Total Loss and (B) provides a statement from an architect or engineer licensed in the State of Colorado that the Building has incurred a Total Loss and cannot be safely rebuilt.

ii. Response to Total Loss Notice. The other Owners shall have thirty days (a ***Total Loss Response Period***) following the giving of the Total Loss Notice in which to give a response (a ***Total Loss Response***) stating that the responding Owner (1) agrees that a Total Loss has occurred, in which event the Owner shall proceed as set forth in Section 5.c.iii below, or (2) disputes the occurrence of a Total Loss, in which event a Dispute shall exist and the Owners shall resolve such Dispute in the manner provided for the resolution of Disputes in the Townhome Declaration. If an Owner does not give a Total Loss Response on or before the expiration of the Total Loss Response Period, the Owners shall proceed as if the nonresponding Owner had agreed that a Total Loss had occurred, in which event the Owner shall proceed as set forth in Section 5.c.iii below.

iii. Demolition. The Owners shall proceed with the demolition of the Building if a Total Loss has occurred. In the event of demolition, all debris and rubble caused by such demolition shall be removed and the Building site regraded and landscaped. The cost of such demolition and landscaping shall be paid for by the Owners from the proceeds of insurance or otherwise and the proceeds of each Owner's insurance remaining after demolition of the Building and landscaping of the Building site shall be the property of each Owner, subject to the rights of Mortgagees holding First Mortgages encumbering the Damaged Townhomes.

d. Disputes. The Owners shall consider any disagreement among them with respect to their obligations pursuant to this Section 5 (including the extent of a Casualty Loss, the contributions of the Owners to repair and restoration of the damage caused by a Casualty Loss, and the failure of an Owner to contribute its proportionate share of such cost) to be a Dispute and they shall resolve such Dispute as set forth in Section 9 below.

6. Property Taxes; Utilities. Each Owner shall be responsible for, and shall pay when due, (a) all fees assessed, charged, or levied by a District, (b) property taxes assessed or levied against the Townhomes, and (c) all amounts due to, or charged by, Utility Providers for the provision of Utilities to a Townhome.

7. Use Restrictions. In addition to the limitations and other restrictions on the use of the Townhomes set forth in the Townhome Declaration, the Owners shall comply with the following restrictions on the ownership and use of the Townhomes:

a. Alteration of Townhome. Without the prior written approval of the Design Review Committee and the other Owners, an Owner shall not (i) construct, install, or make any alteration of, or improvement to, any part of the Building foundation, the Party Wall, the Shared Building Components, or other structural or load-bearing component of the Building, (ii) construct, install, or make any improvement to the interior of a Townhome that might weaken or otherwise adversely affect the structural integrity of the Building foundation, the Party Walls, or any Shared Building Component (including the construction, insertion, installation, or placement of a beam, conduit, pipe, timber, or other material that might adversely affect a load-bearing element, Party Wall, or Shared Building Component), (iii) alter, destroy, modify, or remove any part of the Party Wall or any Shared Building Components, or (iv) subject the Party Walls, the Shared Building Components, or any portion thereof to any use that would, or might (A) affect the structural integrity of the Party Wall or Shared Building Components or (B) interfere with the equal access, enjoyment, and use of the Party Wall and Shared Building Components by an Owner or an Owner Party.

b. Exterior Walls and Roof. Without the prior written approval of the Design Review Committee, an Owner shall not (i) access, climb onto, or otherwise enter the roof or any component thereof, (ii) install an antenna, cable dish, or similar improvement on the roof, (iii) make any alteration to, or improvement on, the exterior walls and roof (including any alteration or improvement that results in nailing or otherwise piercing the asphalt shingles, eaves, gutters, downspouts, or sheathing of the roof), or (iv) take any action that would invalidate or void any warranty given by the installer or manufacturer of (A) siding and other components of the exterior walls of the Building and (B) the asphalt shingles, sheathing, and other elements of the roof. Each Owner must ensure that any penetrations of the Roof are performed such that the roof system manufacturer's warranty is not voided. To the extent required by the roof system manufacturer's warranty, all penetrations of the Roof must be performed by contractors and in a manner approved by the roof system manufacturer.

8. Amendment, Termination, and Mortgagee Provisions. This Party Wall Declaration may only be amended or terminated in accordance with the following:

a. Amendment. The Owners may amend this Party Wall Declaration only by a Recorded instrument that (i) sets forth the provisions of the Party Wall Declaration being amended, (ii) references this Party Wall Declaration by Recording information and a description of the Townhomes subject to this Party Wall Declaration, (iii) has received the prior written consent of all Owners and all Mortgagees as evidenced by their execution and acknowledgement of the Recorded instrument of amendment, and (iv) with respect to amendments made within the Declarant Reserved Rights Period, has received the prior written consent of the Declarant as evidenced by the execution and acknowledgement by Declarant of the Recorded instrument of amendment. An instrument purporting to amend this Declaration that does not comply with the requirements of Section 8.a shall be void and of no force and effect.

b. Amendment by Declarant. Notwithstanding the foregoing, the Declarant reserves during the Declarant Reserved Rights Period the right to make changes or revisions to this Party Wall Declaration without the prior consent of the Owners to the extent necessary to (i) correct any scrivener or other errors in this Party Wall Declaration (including errors in the legal description of the Parcels and Townhomes or with respect to the Building, Party Walls, and Shared Building Components or (ii) comply with the requirements of (A) the Federal Housing Administration of the United States Department of Housing and Urban Development, (B) the Federal Home Loan Mortgage Corporation or The Mortgage Corporation created by Title III of the Emergency Home Finance Act of 1970, including any successors thereto, (C) the Federal National Mortgage Association, (D) the Government National Mortgage Association, (E) the United States Department of Housing and Urban Development, (F) the Veterans Administration of the United States of America, and (G) any successor to any of the foregoing Government Agencies and any similar entity, public or private, approved, authorized, or sponsored by any Government Agency to guarantee, insure, make or purchase Mortgage loans.

c. Termination. The Owners may terminate this Party Wall Declaration only by a Recorded instrument that (i) states that the Building has suffered a Total Loss and the Owners have decided not to rebuild, (ii) references this Party Wall Declaration by Recording information and a description of the Townhomes subject to this Party Wall Declaration, (iii) has received the prior written consent of all Owners and all Mortgagees as evidenced by their execution and acknowledgement of the Recorded instrument of termination, and (iv) with respect to amendments made within the Declarant Reserved Rights Period, has received the prior written consent of the Declarant as evidenced by its execution and acknowledgement of the Recorded instrument of termination. An instrument purporting to terminate this Declaration that does not comply with the requirements of this Section 8.c shall be void and of no force and effect

9. Dispute Resolution.

a. Alternative Dispute Resolution; Mandatory Arbitration. As is more particularly set forth in the Townhome Declaration, (i) the Declarant has set forth the procedure for the amicable resolution of all disputes (***Disputes***) involving Townhomes in the Townhome Community and (ii) the Declarant, Occupants, and Owners shall resolve all Disputes among or between them by the mandatory mediation and arbitration provisions set forth in Article 8 of the Townhome Declaration (collectively, the ***Dispute Resolution Procedures***), which provisions the Declarant incorporates into, and makes a part of, this Declaration by this reference.

b. Consent to Mandatory Binding Arbitration. By acceptance of title to a Townhome, whether by a deed from the Declarant or from a subsequent Owner, each Owner acknowledges, consents to, and agrees to (i) the resolution by binding, mandatory arbitration (***Arbitration***) of all Disputes between Owners and between Owners and Bound Contractors that arise in connection with, are based upon, or are otherwise related to the Building, the Party Walls, the Shared Building Components, and this Party Wall Declaration and (ii) conduct such Arbitration pursuant to the Dispute Resolution Procedures as supplemented by Sections 9.c and 9.d below. This Declaration shall not extend any rights or obligation under this Declaration to any Occupant that is not also an Owner.

c. Building Disputes; Parties to Dispute Resolution. Since the Owners hold undivided interests as tenants in common in the Party Walls and the Shared Building Components (as set forth in Section 2 above), the proper parties to the resolution of a Dispute involving the Party Walls and the Shared Building Components (a ***Building Dispute***) pursuant to the Dispute Resolution Procedures shall be (i) in Disputes involving a Party Wall, the Owners of the Party Wall, (ii) in Building Disputes involving a Shared Building Component, all Owners, and (iii) in Building Disputes involving an alleged Construction Defect asserted against a Bound Contractor, the Bound Contractor and the Owners of a Party Wall (if the Building Dispute involves an alleged Construction Defect in a Party Wall only) or all Owners (if the Building Dispute involves an alleged Construction Defect in a Shared Building Component).

d. Construction Defect Claim and Disclosure. In Building Disputes involving a Construction Defect Claim and a Bound Contractor, then, in addition to the Dispute Resolution Procedures, the Owners shall proceed as follows:

i. Dispute Disclosure. Not fewer than fifteen days before making a Mediation Request or submitting a Claim Notice in a Building Dispute involving a Construction Defect Claim, the Owners who are parties to such Building Dispute must execute and deliver to the other Owners a disclosure (a ***Dispute Disclosure***) in which each such Owner acknowledges that (A) the alleged Construction Defect might result in increased maintenance and repair costs to the Owners, (B) if the Owners do not submit a Claim Notice before expiration of applicable legal deadlines, the right of the Owners to make such Claim Notice may expire, (C) until the alleged Construction Defect is repaired, Owners selling a Townhome might owe potential buyers a duty to disclose known construction defects, (D) to proceed with a Building Dispute, the Owners will have to enter into a fee arrangement with attorneys representing them and to pay legal costs (including costs for expert witnesses, depositions, and filing fees), (E) if the Owners do not prevail in the Building Dispute, the Owners may be responsible for paying such attorney fees and costs and the arbitrator may award costs and attorney fees to the respondents in the Building Dispute, in which event the Owners may be responsible for such costs and fees, (F) there is no guarantee that the Owners will recover enough funds to repair the alleged Construction Defect and if the alleged Construction Defect is not repaired, additional damage to the Building may occur and a reduction in the useful life of the Party Walls or Shared Building Components may occur, (G) until the alleged Construction Defect is repaired, or until the Building Dispute is concluded, the market value of the Townhomes might be adversely affected, (H) until the Building Dispute is resolved, Owners might have difficulty refinancing and prospective buyers might have difficulty in obtaining financing, and (I) certain federal

underwriting standards or regulations prevent refinancing or obtaining a new loan in projects in which a construction defect is claimed.

ii. Additional Resolution Provisions. Following execution of the Dispute Disclosure by all Owners, the Owners shall decide if they want to proceed with the Building Dispute involving a Construction Defect and a Bound Contractor. If the Owners all agree to do so, then the Owners shall give a Notice to the Bound Contractor (the ***Contractor Notice***) in which the Owners (A) describe the Claim in reasonable detail and provide a statement of the relief sought, (B) within fifteen days following the giving of such Notice, invite the Bound Contractor to attend a meeting at which all Owners are present and at which the Bound Contractor may inspect alleged defects in a Party Wall or Shared Building Component, and (C) within thirty days following the giving of such Notice, permit the Bound Contractor to make an offer to remedy such defect in accordance with C.R.S. § 13-20-803.5(3) of the Construction Defect Action Reform Act.

iii. Disagreement among Owners. A Dispute among or between the Owners shall exist if the Owners disagree about a Claim, the nature of the Claim (including whether a Claim involves a Construction Defect), the Bound Contractors responsible for a Construction Defect, whether the Owners should pursue a Claim, or whether the Owners should accept an offer from a Bound Contractor to remedy a Construction Defect, or any other aspect of a Claim. The Owners shall resolve any such Dispute in the manner provided in this Section 9.

iv. Arbitration. With respect to Building Disputes involving a Bound Contractor, the Owners may make a Mediation Request or a submit a Claim Notice in accordance with the Dispute Resolution Procedures (A) fifteen days after the giving of a Contractor Notice if the Bound Contractor does not respond the invitation to meet in the Contractor Notice, (B) thirty days after the giving of a Contractor Notice if the Owners and the Bound Contractor have not agreed on the date to hold a meeting to inspect the alleged Construction Defect, and (C) fifteen days after the inspection meeting if the Owners and the Contractor have not agreed upon an amicable resolution of the Construction Defect Claim by such date.

e. Construction Defect Action Reform Act. The Declarant does not intend that the provisions of this Party Wall Declaration or the Townhome Declaration be applied as an express waiver of, or limitation on, (i) the damages, remedies, and rights of property owners as provided by the Construction Defect Action Reform Act or (ii) the ability of a property owner to enforce such legal remedies and rights and collect damages within the time provided by applicable statutes of limitation or repose. Damages claimed or recovered by an Owner in connection with a Townhome shall be limited as set forth in the Construction Defect Action Reform Act.

10. General Provisions.

a. Assignees; Covenants Running with the Land. This Party Wall Declaration shall be binding upon, and inure to the benefit of, (i) the Declarant and any Successor Declarant and (ii) the Owners and their respective assigns, beneficiaries, devisees, heirs, representatives, and successors. The covenants, equitable servitudes, and restrictions

established and imposed by this Declaration shall bind and run with each Parcel and Townhome and shall inure to the benefit of and be enforceable by the Owner of each Townhome and the legal assigns, heirs, representatives, and successors of each such Owner.

b. Common Interest Act. Declarant intends that the Building and this Party Wall Declaration are subject only to Sections 38-33.3-105 to 38-33.3-107 of the Colorado Common Interest Ownership Act because (i) there are less than twenty units in this Building and (ii) this Party Wall Declaration does not impose any liability on any portion of the Building for the payment of common expenses. To the extent any liability is imposed on any portion of the Building for the payment of common expenses, Declarant hereby limits the annual liability of any such assessment or liability to an amount not to exceed $400 per year, as adjusted pursuant to Section 38-33.3-116 of the Colorado Common Interest Ownership Act.

c. Computation of Time. In the computation of time from a specified date to a later specified date in this Party Wall Declaration, the word *from* means *from and including*; the words to and *until* each mean *to but excluding*; and the word *through* means *to and including*. Unless otherwise specified, all references in this Party Wall Declaration to times of day shall be references to time in Denver, Colorado (daylight or standard, as applicable). The term *business hours* means the normal hours of operation of banks on any day other than a Saturday, a Sunday, or other nationally recognized holiday.

d. Construction of Terms. The definitions of terms in this Party Wall Declaration shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding feminine, masculine, and neuter forms. The Owners shall construe, deem, and interpret (i) the words *include*, *includes*, and *including* as being followed by the phrase without limitation, (ii) the word *will* as having the same meaning and effect as the word *shall*, (iii) any definition of, or reference to, this Party Wall Declaration or the Townhome Declaration as referring to this Party Wall Declaration or Townhome Declaration as amended, supplemented, or otherwise modified, (iv) any reference in this Party Wall Declaration to any Person as including the assigns, heirs, representatives, and successors of such Person, (v) references in this Party Wall Declaration to sections and attachments as referring to the sections of, and attachments to, this Party Wall Declaration, (vi) references to any law as referring to all statutory and regulatory provisions amending, consolidating, interpreting, replacing, or supplementing such law and any reference to any law or regulation as referring to such law or regulation as amended, modified, or supplemented from time to time, and (vii) section headings in this Party Wall Declaration as being for convenience of reference only and not affecting its interpretation or meaning.

e. Discrepancies in Area and Descriptions. By acceptance of title to a Townhome, each Owner discharges, releases, and waives any claims that each such Owner might have against the Declarant and other Owners from any damages, liabilities, losses, or other claims based upon any (i) discrepancy or variation in the area of the Parcels from that set forth in the Parcel Reconfiguration and the area of the Parcels as might be disclosed by a subsequent survey of the Parcels or (ii) any discrepancy in, or encroachment of any kind, resulting from the description of the Parcels set forth in Attachment 1 or in the Parcel Reconfiguration and the description of the Parcels that might be disclosed by a subsequent survey of the Parcels. If a subsequent survey of the Parcels identifies a discrepancy or error in the description of the

Parcels, the Owners shall cooperate with each other, to the extent necessary, to correct such discrepancies or errors and in addition to the Easement for encroachments set forth in Section 2.c.i above, grant each other such additional easements and licenses as desirable or necessary to accommodate and permit the continued "as-built" location of the Townhomes and related improvements.

f. Evidence of Compliance. Each Owner shall provide, within fifteen days after a written request by the other Owner, Mortgagee, prospective purchaser or prospective Mortgagee, a statement indicating the amount of any unpaid charges or amounts due from the requesting Owner under the terms of this Party Wall Declaration, any existing defaults under this Party Wall Declaration by the requesting Owner, and any other information deemed proper by the responding Owner. If an Owner requested to provide the statement fails to do so within such fifteen days, such failure shall be deemed conclusive evidence that no amounts due under this Party Wall Declaration are unpaid by the requesting Owner and no defaults by the requesting Owner exist under this Party Wall Declaration.

g. Governing Law. The laws of the State of Colorado shall govern the construction, interpretation, and enforcement of this Party Wall Declaration and the rights of the Declarant, Occupants, and Owners. To the extent not inconsistent with the conditions and terms of this Party Wall Declaration, the Party Walls shall be subject to (i) the general rules of law of the State of Colorado concerning party walls and liability for property damage due to negligence or willful acts and (ii) the provisions of this Party Wall Declaration requiring resolution of Disputes by the Dispute Resolution Procedures and mandatory, binding arbitration as set forth in Section 9 above.

h. Indemnification; Waiver of Subrogation Rights. Each Owner shall defend and indemnify the other Owners and their respective assigns, heirs, representatives and successors from and against all Claims arising out of, or based upon, or resulting from (i) a mechanic's lien or other claim based upon Work performed on the Townhome of, or at the request of, an Owner or the Licensed Party of such Owner or (ii) the negligence or willful misconduct act by Owner, the Licensed Party of such Owner, or the agents, guests, invitees, licensees, representatives, or tenants of such Owner. Notwithstanding the foregoing, the obligation of an Owner to defend or indemnify shall not include any Claim to the extent such Claim results from, or is caused by, the negligence or willful misconduct of an Owner or Person claiming indemnification. To the fullest extent permitted without voiding any insurance required to be carried by any Owner, each Owner waives any and all rights of indemnification from, or recovery against, the other Owners for any Claim arising from any cause covered by any insurance required to be carried by the Owners pursuant to this Declaration or any other insurance actually carried by an Owner.

i. Invalidity of Any Provision. If any court or arbiter concludes that any condition or covenant is invalid or void, then the Declarant, Occupants, and Owners, as the case may be, shall (i) reform such condition or covenant in a manner that will result in its being binding and valid, and (ii) deem said condition or covenant severable from the remainder of this Agreement that does not affect any other condition or covenant of this Party Wall Declaration. No covenant or other provision set forth in this Party Wall Declaration shall be invalid due to its scope or breadth, and if a court concludes that such provision is invalid to any particular extent,

then Persons affected by such conclusion shall deem it valid and applicable to the extent of the scope or breadth permitted by law.

j. Mutual Cooperation. Each Owner shall reasonably cooperate with the request of the other Owners for cooperation in obtaining a building permit or such other license as may be required from a Government Agency for the purpose of repairing, replacing or restoring the Party Walls, Shared Building Components, and Townhomes.

k. Notices. Any approval, consent, demand, notice, or other communication (collectively, a ***Notice***) that a Person may or must give pursuant to this Party Wall Declaration must be made in writing and shall be addressed to the Declarant at its principal place of business in Denver Colorado, an Occupant or Owner at the Townhome, or such other address as a Person may designate in writing to the Declarant and Owners for the delivery of Notice. The Declarant, Occupants, and Owners shall deem a properly addressed Notice given on (i) the date personally delivered, (ii) the date sent by email if the recipient of the Notice has given an email address to the sender for such purpose, (iii) the next business day after given to an overnight delivery service for next day delivery, and (iv) three business days after the date deposited in the U.S. mail, postage prepaid.

l. Persons Entitled to Enforce; Partition. The Declarant and Owners shall have the right to enforce this Party Wall Declaration and resolve to the enforcement of this Party Wall Declaration as a Dispute in the manner set forth in Section 9 above. Neither Declarant nor any Owner shall have the right to bring an action to compel the division or partition of the Party Walls or the Shared Building Components into separate estates and by accepting title to a Townhome, each Owner and subsequent Owner waive such right.

m. References in Deeds. Deeds to, and instruments affecting, any Townhome may incorporate the provisions set forth in this Party Wall Declaration by reference to this Party Wall Declaration. Regardless of whether any such reference is made in any deed or instrument, (i) the conditions, covenants, easements, reservations, and restrictions set forth in this Party Wall Declaration shall bind all Persons claiming through any deed or other instrument and its assigns and successors and (ii) a deed conveying a Townhome shall convey and include the undivided interests held by an Owner as a tenant in common in the Party Walls and the Shared Building Components as set forth in this Party Wall Declaration.

n. Rule Against Perpetuities. If, and to the extent that, any of the covenants or other provisions in this Party Wall Declaration would otherwise be unlawful or void for violation of the rule against perpetuities, the rule restricting restraints on alienation, or any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provisions concerned shall continue and endure only until the expiration of a period of twenty-one years after the death of the last to survive of the class of persons consisting of the descendants, of John Wright Hickenlooper, Jr., living at the date of the Recording of this Party Wall Declaration.

o. Townhome Declaration. The burdens, conditions, covenants, limitations, restrictions, and servitudes imposed by, and set forth in, this Party Wall Declaration (i) are an addition and supplement to the burdens, conditions, covenants, limitations, restrictions, and

servitudes contained in the Townhome Declaration and (ii) are not an amendment of the Townhome Declaration.

p. Waiver. No delay or omission to exercise any power or right accruing upon any default, omission, or failure of performance under this Party Wall Declaration shall impair any power or right or shall be construed to be a waiver of such power or right, but the holder of such power and right may exercise it from time to time and as often as may be deemed expedient. The conduct, custom, or course of dealing of a Person shall act as a waiver of a power or right and to bind a Person, all waivers must be in writing and signed by the Person waiving such power or right.

q. Waiver of Jury Trial. By accepting title to a Townhome, each Owner and subsequent Owner agree that (i) they shall submit all Disputes to mandatory binding Arbitration in accordance with Section 9 above, (ii) waive the right to claim consequential, exemplary, or punitive damages, and (iii) waive the right to a jury trial in any action or proceeding based upon, or related to, this Party Wall Declaration and any Claim or Dispute relating to the Building, Party Walls, Shared Building Components, or Townhomes.

[*Signature and acknowledgment of Declarant are on the next page*]

THE DECLARANT has executed and delivered this Party Wall Declaration of Covenants, Conditions, and Restrictions effective as of the date of its Recordation.

Declarant:

CLAYTON PROPERTIES GROUP II, INC.,
a Colorado corporation

By: _____
David Bracht, Assistant Secretary

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this February 13, 2019, by David Bracht as Assistant Secretary of Clayton Properties Group II, Inc., a Colorado corporation.

WITNESS my hand and official seal.

_____
Notary Public
My commission expires: 7/14/2020

KATHERYN SYLVIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164020774
MY COMMISSION EXPIRES 07/14/2020

ATTACHMENT 1
(Description of Parcels and Townhomes)

Building:

The Building is located on the following described real property located in the City and County of Denver, Colorado:

Lot 12,
GREEN VALLEY RANCH FILING NO. 72,
City and County of Denver, Colorado.

Townhome 1
(3861 N. Himalaya Rd., Unit 1):

Parcel 54

A Parcel of land being a portion of Lot 12, GREEN VALLEY RANCH FILING NO. 72, recorded on October 17, 2017, at Reception No. 2017137551, in the Records of the City and County of Denver, Colorado, located in the Southeast Quarter of Section 22, Township 3 South, Range 66 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED UPON THE NORTH LINE OF LOT 12, GREEN VALLEY RANCH FILING NO. 72, BEARING N 90°00'00" E, AS SHOWN THEREON WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 12, THENCE ALONG THE EAST AND SOUTH LINES OF SAID LOT 12 THE FOLLOWING TWO (2) COURSES:
1. S 00°00'00" E, A DISTANCE OF 63.00 FEET;
2. N 90°00'00" W, A DISTANCE OF 27.37 FEET;
THENCE N 00°00'00" E, A DISTANCE OF 63.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 12;
THENCE N 90°00'00" E, ALONG SAID NORTH LINE, A DISTANCE OF 27.37 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1,724 SQUARE FEET OR 0.040 ACRES, MORE OR LESS.

Commonly known and numbered as 3861 N. Himalaya Rd., Unit 1, Denver, Colorado.

Townhome 2
(3861 N. Himalaya Rd., Unit 2):

Parcel 55

A Parcel of land being a portion of Lot 12, GREEN VALLEY RANCH FILING NO. 72, recorded on October 17, 2017, at Reception No. 2017137551, in the Records of the City and County of Denver, Colorado, located in the Southeast Quarter of Section 22, Township 3 South, Range 66 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED UPON THE NORTH LINE OF LOT 12, GREEN VALLEY RANCH FILING NO. 72, BEARING N 90°00'00" E, AS SHOWN THEREON WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 12, THENCE S 90°00'00" W, ALONG SAID NORTH LINE, A DISTANCE OF 27.37 FEET TO THE POINT OF BEGINNING;
THENCE S 00°00'00" W, A DISTANCE OF 63.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 12;
THENCE N 90°00'00" W, ALONG SAID SOUTH LINE, A DISTANCE OF 19.98 FEET;
THENCE N 00°00'00" E, A DISTANCE OF 63.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 12;
THENCE N 90°00'00" E, ALONG SAID NORTH LINE, A DISTANCE OF 19.98 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1,259 SQUARE FEET OR 0.029 ACRES, MORE OR LESS.

Commonly known and numbered as 3861 N. Himalaya Rd., Unit 2, Denver, Colorado.

Townhome 3
(3861 N. Himalaya Rd., Unit 3):

Parcel 56

A Parcel of land being a portion of Lot 12, GREEN VALLEY RANCH FILING NO. 72, recorded on October 17, 2017, at Reception No. 2017137551, in the Records of the City and County of Denver, Colorado, located in the Southeast Quarter of Section 22, Township 3 South, Range 66 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED UPON THE NORTH LINE OF LOT 12, GREEN VALLEY RANCH FILING NO. 72, BEARING N 90°00'00" E, AS SHOWN THEREON WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 12, THENCE
S 90°00'00" E, ALONG THE SOUTH LINE OF SAID LOT 12, A DISTANCE OF 31.66 FEET TO THE POINT OF BEGINNING;
THENCE N 00°00'00" E, A DISTANCE OF 63.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 12;
THENCE N 90°00'00" E, ALONG SAID NORTH LINE, A DISTANCE OF 19.98 FEET;
THENCE S 00°00'00" W, A DISTANCE OF 63.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 12;
THENCE N 90°00'00" W, ALONG SAID SOUTH LINE, A DISTANCE OF 19.98 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1,259 SQUARE FEET OR 0.029 ACRES, MORE OR LESS.

Commonly known and numbered as 3861 N. Himalaya Rd., Unit 3, Denver, Colorado.

Townhome 4
(3861 N. Himalaya Rd., Unit 4):

Parcel 57

A Parcel of land being a portion of Lot 12, GREEN VALLEY RANCH FILING NO. 72, recorded on October 17, 2017, at Reception No. 2017137551, in the Records of the City and County of Denver, Colorado, located in the Southeast Quarter of Section 22, Township 3 South, Range 66 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED UPON THE NORTH LINE OF LOT 12, GREEN VALLEY RANCH FILING NO. 72, BEARING N 90°00'00" E, AS SHOWN THEREON WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 12, THENCE ALONG THE WEST AND NORTH LINES OF SAID LOT 12 THE FOLLOWING TWO (2) COURSES:
1. N 00°00'00" E, A DISTANCE OF 63.00 FEET;
2. N 90°00'00" E, A DISTANCE OF 31.66 FEET;
THENCE S 00°00'00" W, A DISTANCE OF 63.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 12;
THENCE N 90°00'00" W, ALONG SAID SOUTH LINE, A DISTANCE OF 31.66 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1,995 SQUARE FEET OR 0.046 ACRES, MORE OR LESS.

Commonly known and numbered as 3861 N. Himalaya Rd., Unit 4, Denver, Colorado.

ATTACHMENT 2
(Parcel Reconfiguration)

Attached

Department of Finance
Assessment Division

201 W Colfax Avenue Dept. 406
Denver, CO 80202
p: 720.913.1311
f: 720.913.4101
www.denvergov.org/assessor

DENVER
THE MILE HIGH CITY

01/09/2019 09:51 AM R $18.00
City & County of Denver PS
2019003084
Page: 1 of 2
D $0.00

DENVER ASSESSOR'S PARCEL RECONFIGURATION FORM

PLEASE READ ATTACHED INFORMATION SHEET

☒ SPLIT ☐ COMBINATION

Date: January 4, 2019

1. PROVIDE SCHEDULE NUMBER FOR PARCEL(S) AND OWNER INFORMATION

Current Schedule Number(s): 0022425012000
Owner/Entity Name: Clayton Properties Group II, Inc.
Additional Owner Name:
Email Address: † LRosales@TerracinaDesign.com
Mailing Address: 4908 Tower Road, Denver, CO 80249
Telephone Number: 303-486-8500

† Owner may provide email address and we will send new parcel records (new schedule numbers and legal descriptions) after they've been established. Please note: values and land area will not be available until the process has been completed by the appraisal staff.

2. ATTACH CURRENT & NEW LEGAL DESCRIPTIONS OR IMPROVEMENT SURVEY PLAT*

*Improvement Survey Plat must contain current and new legal descriptions

* Improvement Survey Plat must be recorded along with this form and in ORIGINAL PLAT SIZE (typically, 36 inches by 24 inches)

*An Improvement Survey Plat is not required for a combination request, but the owner must supply the legal description for the end-result combined parcel, in addition to legal descriptions for existing parcels.

3. LIST ADDRESSES AS ISSUED BY DENVER'S ADDRESSING GROUP

Please Note: Assessor's Office will **not** process reconfiguration requests without assigned addresses from Public Works Right of Way Section.

ALL new parcels, including separated Garage Parcels, require valid addresses assignments.
If you have more than 4 new addresses, the new assigned addresses must be included either on the survey or additional sheet with this recording.

Address 1: 3861 N Himalaya Rd Unit 1 (Parcel 54)
Address 2: 3861 N Himalaya Rd Unit 2 (Parcel 55)
Address 3: 3861 N Himalaya Rd Unit 3 (Parcel 56)
Address 4: 3861 N Himalaya Rd Unit 4 (Parcel 57)
Address 5 (Garage): _____
Address 6 (Garage): _____
Address 7 (Garage): _____
Address 8 (Garage): _____

NOTICE

This form is voluntarily submitted solely for the purpose of requesting that the Denver Assessor's Office issue new tax schedule numbers for the split or combination, as indicated above, of parcels of land owned by the property owner(s) signing below. This document is recorded for the purpose of providing public notice of the intentions of the property owner(s). If the splitting or combining of property involves air rights, a condominium declaration must be recorded with the Clerk and Recorder's Office. Split or combined property may be subject to new valuations or appraisals. The voluntary act of splitting or combining parcels does not create or amend zone lot(s) under the Denver Zoning Ordinance. The property owner(s) are advised to consult with Denver's Department of Community Planning and Development as to zone lot amendments.

The development and use of split or combined parcels must conform with all Denver zoning, building, fire, public works, subdivision, and other ordinances or rules and regulations applicable to the parcels. IT IS SOLELY THE RESPONSIBILITY OF THE PROPERTY OWNER(S) OR THEIR SUCCESSORS IN INTEREST TO DETERMINE WHAT APPROVALS OR PERMITS MUST BE OBTAINED FROM OTHER CITY DEPARTMENTS AND AGENCIES PRIOR TO UNDERTAKING ANY DEVELOPMENT OR USE OF SPLIT OR COMBINED PARCELS. To the extent that the splitting or combining of the parcels has resulted in a violation of a Denver ordinance, rule or regulation or has resulted in the parcels not being able to meet an ordinance, rule, regulation or permit requirement, the use or development of the parcels may be restricted or denied. The voluntary act of splitting or combining parcels does not constitute a legal justification, for the property owner(s) or their successors in interest, for obtaining a variance or exception from any ordinance, rule, regulation or permit requirement.

Assessor will not process without the signature(s) of the property owner(s). Please sign and notarize. The form, and substantiating documents, must be recorded with the Office of the Clerk and Recorder for the City and County of Denver. Assessor's Office will not process recorded documents which are illegible.

Signature

David Bracht, Asst Secretary
Printed Name (and Title for Entities)

Signature

Printed Name (and Title for Entities)

State of Colorado)
City and County of Denver)S.S.
)

The foregoing instrument was acknowledged before me on the 4TH day of JANUARY, 2019.
by DAVID BRACHT, ASSISTANT SECRETARY as Property Owner(s).

Witness my hand and official seal.

Elyse J. Ramsey Notary Public
My commission expires: Aug. 23, 2022

ELYSE J RAMSEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024027326
MY COMMISSION EXPIRES 08/23/2022

Revised: 05/2017

LAND SURVEY PLAT

LOT 12, GREEN VALLEY RANCH FILING NO. 72,
A PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO

LEGAL DESCRIPTION:

LOT 12,
GREEN VALLEY RANCH FILING NO. 72, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2017137551 IN THE RECORDS OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

CONTAINING AN AREA OF 6,237 SQUARE FEET OR 0.143 ACRES, MORE OR LESS.

LEGAL DESCRIPTION: PARCEL 54

A PORTION OF LOT 12, GREEN VALLEY RANCH FILING NO. 72, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2017137551 IN THE RECORDS OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED UPON THE NORTH LINE OF LOT 12, GREEN VALLEY RANCH FILING NO. 72, BEARING N 90°00'00" E, AS SHOWN THEREON WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 12, THENCE ALONG THE EAST AND SOUTH LINES OF SAID LOT 12 THE FOLLOWING TWO (2) COURSES:
1. S 00°00'00" E, A DISTANCE OF 63.00 FEET;
2. N 90°00'00" W, A DISTANCE OF 27.37 FEET;
THENCE N 00°00'00" E, A DISTANCE OF 63.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 12;
THENCE N 90°00'00" E, ALONG SAID NORTH LINE, A DISTANCE OF 27.37 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1,724 SQUARE FEET OR 0.040 ACRES, MORE OR LESS.

LEGAL DESCRIPTION: PARCEL 55

A PORTION OF LOT 12, GREEN VALLEY RANCH FILING NO. 72, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2017137551 IN THE RECORDS OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED UPON THE NORTH LINE OF LOT 12, GREEN VALLEY RANCH FILING NO. 72, BEARING N 90°00'00" E, AS SHOWN THEREON WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 12, THENCE S 90°00'00" W, ALONG SAID NORTH LINE, A DISTANCE OF 27.37 FEET TO THE POINT OF BEGINNING;
THENCE S 00°00'00" W, A DISTANCE OF 63.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 12;
THENCE N 90°00'00" W, ALONG SAID SOUTH LINE, A DISTANCE OF 19.96 FEET;
THENCE N 00°00'00" E, A DISTANCE OF 63.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 12;
THENCE N 90°00'00" E, ALONG SAID NORTH LINE, A DISTANCE OF 19.96 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1,259 SQUARE FEET OR 0.029 ACRES, MORE OR LESS.

LEGAL DESCRIPTION: PARCEL 56

A PORTION OF LOT 12, GREEN VALLEY RANCH FILING NO. 72, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2017137551 IN THE RECORDS OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED UPON THE NORTH LINE OF LOT 12, GREEN VALLEY RANCH FILING NO. 72, BEARING N 90°00'00" E, AS SHOWN THEREON WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 12, THENCE S 90°00'00" E, ALONG THE SOUTH LINE OF SAID LOT 12, A DISTANCE OF 31.66 FEET TO THE POINT OF BEGINNING;
THENCE N 00°00'00" E, A DISTANCE OF 63.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 12;
THENCE N 90°00'00" E, ALONG SAID NORTH LINE, A DISTANCE OF 19.96 FEET;
THENCE S 00°00'00" W, A DISTANCE OF 63.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 12;
THENCE N 90°00'00" W, ALONG SAID SOUTH LINE, A DISTANCE OF 19.96 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1,259 SQUARE FEET OR 0.029 ACRES, MORE OR LESS.

LEGAL DESCRIPTION: PARCEL 57

A PORTION OF LOT 12, GREEN VALLEY RANCH FILING NO. 72, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2017137551 IN THE RECORDS OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

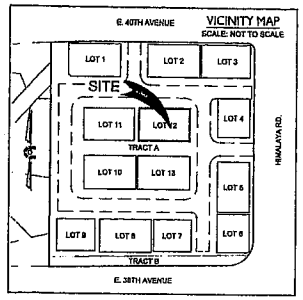
THE BEARINGS FOR THIS DESCRIPTION ARE BASED UPON THE NORTH LINE OF LOT 12, GREEN VALLEY RANCH FILING NO. 72, BEARING N 90°00'00" E, AS SHOWN THEREON WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 12, THENCE ALONG THE WEST AND NORTH LINES OF SAID LOT 12 THE FOLLOWING TWO (2) COURSES:
1. N 00°00'00" E, A DISTANCE OF 63.00 FEET;
2. N 90°00'00" E, A DISTANCE OF 31.66 FEET;
THENCE S 00°00'00" W, A DISTANCE OF 63.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 12;
THENCE N 90°00'00" W, ALONG SAID SOUTH LINE, A DISTANCE OF 31.66 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1,995 SQUARE FEET OR 0.046 ACRES, MORE OR LESS.

GENERAL NOTES

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND AT THE REQUEST OF THE CLIENT. EASEMENTS AND RIGHTS-OF-WAY (OTHER THAN SHOWN ON THE PLAT OF GREEN VALLEY RANCH FILING NO. 72) ARE NOT SHOWN.
2. BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF LOT 12, GREEN VALLEY RANCH FILING NO. 72, BEARING N 90°00'00" E, AS SHOWN THEREON WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.
3. THE U.S. SURVEY FOOT WAS USED FOR ALL MEASUREMENTS ON THIS SURVEY. PURSUANT TO C.R.S. 38-52.103(2) METRIC CONVERSION IS: ONE METER EQUALS 39.37/1200 FEET.
4. CERTIFICATION NOT VALID WITHOUT THE ORIGINAL SEAL AND SIGNATURE. THIS SURVEY AND ALL RELATED DOCUMENTS ARE FOR THE SOLE USE OF THE CLIENT ON THE DATE OF CERTIFICATION SHOWN HEREON.
5. DATE OF SURVEY: DECEMBER 12, 2018.
6. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
7. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
8. THE PROPERTY WITHIN THIS LAND SURVEY PLAT IS OR WILL BE SUBJECT TO MANDATORY MEDIATION AND ARBITRATION PROVISIONS AS SET FORTH IN ARTICLE 8 OF THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE TOWNS AT OAK CREST RECORDED SEPTEMBER 28, 2018 AT RECEPTION NO. 2018172711. BY ACCEPTANCE OF A DEED CONVEYING PARCEL(S) CREATED BY THIS LAND SURVEY PLAT, EACH OWNER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF MANDATORY MEDIATION AND ARBITRATION PROVISIONS IS A MATERIAL INDUCEMENT FOR THE CREATION OF SAID PARCEL(S).



LEGEND

- FOUND SECTION CORNER MONUMENT AS NOTED
- SET #5 REBAR WITH YELLOW PLASTIC CAP STAMPED "PLS 38151"
- (R) RECORD DIMENSION, PER RECORDED PLAT OF GREEN VALLEY RANCH FILING NO. 72
- (M) FIELD MEASURED DIMENSION

SURVEYOR'S CERTIFICATE

I, THOMAS M. GIRARD, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY TO OAKWOOD HOMES, LLC, A COLORADO LIMITED LIABILITY COMPANY THAT THIS LAND SURVEY PLAT WAS MADE BY ME, OR UNDER MY DIRECT SUPERVISION, IS BASED UPON A FIELD SURVEY THAT WAS MADE ON THE GROUND ON THE DATE OF SURVEY SHOWN HEREON, AND IS ACCURATE TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF.

THOMAS M. GIRARD
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR, P.L.S. 38151
FOR AND ON BEHALF OF CORE CONSULTANTS, INC.

INDEXING STATEMENT

DEPOSITED THIS _____ DAY OF _____, 2018, AT _____ O'CLOCK ___ M. IN BOOK _____ OF THE COUNTY SURVEYOR'S LAND SURVEY/RIGHT-OF-WAY SURVEYS PAGE _____.
RECEPTION NO. _____
BY: _____
COUNTY SURVEYOR / DEPUTY COUNTY SURVEYOR

CORE CONSULTANTS

REVISIONS

NO.	DESCRIPTION	DATE	BY

LAND SURVEY PLAT
SE1/4 SEC. 22, T3S, R66W, 6TH P.M.
CITY & COUNTY OF DENVER, COLORADO

RELEASE: 12/18/2018
DESIGNED:
CAD: DCB
CHKD: TMG
JOB NO. 18-015
SHEET 1 of 1

GREEN VALLEY RANCH FILING NO. 72