EXHIBIT A

to

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE PINNACLE SUBDIVISION

AMENDED AND RESTATED IN 2000

THE PINNACLE SUBDIVISION being a part of the Southwest 1/4 of Section 19, Township 2, Range 68 West of the Sixth principal meridian, City of Westminster, County of Adams, State of Colorado.

EXHIBIT B

to
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE PINNACLE SUBDIVISION

AMENDED AND RESTATED IN 2000

1. **The Common Elements shall include Outlots A and B of The Pinnacle Subdivision including all improvements thereon.**

2. **The Common Elements shall include fence improvements at the following locations in the Pinnacle Subdivision.**

   a. **Along the east boundary of Outlot B from the southwest corner of Outlot B to the northwest corner of Lot 1, Block 2, Northridge Manor filing;**

   b. **Along the south boundary of Outlot B;**

   c. **Along the south boundary of Outlot A;**

   d. **Along the west boundary of Lots 1 through 13, Block 1;**

   e. **Along the most westerly 25' of the south boundary of Lot 13, Block 1; and**

   f. **Along the west boundary of Lot 1, Block 3.**

3. **The Common Elements shall include, without limitation, such property and improvements as the Association , may, from time to time, own and/or have a responsibility to maintain, repair, and/or replace.**

EXHIBIT C

to
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE PINNACLE SUBDIVISION
AMENDED AND RESTATED IN 2000

These General Design Guidelines ("Design Guidelines") are attached to and incorporated in that certain Declaration of Covenants, Conditions and Restrictions of The Pinnacle Subdivision ("Declaration") (terms which are defined in the Declaration shall have the same meanings herein unless otherwise defined). As provided in the Declaration, these Design guidelines may, at any time, from time to time, be amended, supplemented, repealed, or otherwise changed by the Executive Board of The Pinnacle Subdivision. As of the date of recording of the Declaration in Adams County, Colorado, until changed as aforesaid, the Design guidelines shall be as follows:

1. Submittal Fee. As of the date of recording of the Declaration, the fee for each plan submittal and review is Ten Dollars ($10.00). However, the amount of such fee is subject to change, at any time, from time to time, without notice. The fee is non-refundable, regardless of what action or lack of action may be taken by the Architectural Review Committee with respect to such plan submittal.

2. Review and Plan Submittal Procedure.

(a) The Review and Plan Submittal Procedures provided in these Design Guidelines have been written to accommodate the most complex conditions that may exist in the variety of development activities that may occur in the Common Interest Community.

(b) There will be cases where some of the step-by-step procedures will not have to be followed or certain lists of submittal items may not be required. The Architectural Review Committee ("Committee") should be consulted if there is a question concerning what documents and information the Committee will require for its review.

3. Architects. All preliminary drawings and working drawings must be prepared by an architect licensed in the State of Colorado. The Committee reserves the right to waive this requirement based on the background and experience of the applicant or his agents and if the submittal is otherwise complete and adequate.

4. Preliminary Submittal. A total of two (2) sets of preliminary drawings is required to be submitted to the Committee, each set to consist of the following items:

(a) Site and Grading Plan showing location and finished floor elevations of garage, first and second floors, and walkout basements for main buildings on the lot, at a scale of 1" = 20.0' and including:

i. Legal description; north arrow; name, address and telephone number of the owner.

ii. Front, rear, and side yard dimensions to buildings from property lines.

iii. Drives, parking areas, walkways.

iv. Location and size of all improvements; and, total area and footprint area for all buildings.

v. Topography of site at two foot (2') intervals showing existing and proposed contours; drainage courses; and cut/fill areas.

vi. Landscape Plan (if installed by Builder), Fencing Plan and Exterior Lighting Plan.

(b) Building Plans indicating the following for all buildings at a minimum scale of 118" = 1'-0:

i. Main structures and all accessory structures, including porches; balconies, decks, and patios; and, area of each floor.

ii. All exterior elevations with materials, dimensions, final and original grade line and finished floor elevations clearly indicated.

iii. Roof pitch, valleys, hips, overhangs and materials.

iv. Sections which include finish grade, finish floor and maximum roof height.

5. Final Submittal. All working drawings must be approved by the Committee prior to submittal to City of Westminster for a building permit, and prior to commencement of construction. A total of two (2) sets of working drawings and specifications must be submitted to the Committee, each set consisting of the following items:

(a) All of the revised, final drawings as required under Section 4 above.

(b) Sufficient exterior construction detail to allow the Committee to review the finish design.

(c) Exterior colors, materials and finishes, which shall be presented in the form of a white, rigid 1/8" board approximately 24"x24" displaying each material in a sufficient size to evaluate its final use and appearance. Proposed paint or stain finishes shall be applied to the trim and siding materials in the same manner as will be done on the building. Finishes shall be identified by product brand and color designation. Sample board must indicate the name of the applicant and legal description of the property. Final exterior colors may be submitted at a later date; however, no exterior finishes, including application of brick or stone, may take place without prior approval by the Committee.

6. Committee Action. Following any submittal, the Committee will schedule a meeting to:

(a) Approve the submission;

(b) Conditionally approve the submission, in which case the applicant must revise the plans to comply with the conditions, and submit the revised plans for approval of the Committee; or,

(c) Disapprove the submission, in which case the applicant will be required to submit new plans for approval (with a new submittal fee in the amount in effect at the time of the new submission), with adjustments to address the requirements, conditions and comments of the Committee.

7. Construction Regulation and Procedures.

(a) The Committee may establish construction regulations or requirements, for the benefit of Unit Owners and residents in order to promote neat and orderly activities during construction.

(b) It is of the utmost importance that anyone conducting construction activities in the Common Interest Community exert extreme care in preventing conditions that are unsafe or that could constitute fire, wind or other hazards. OSHA regulations shall be adhered to at all times. Subcontractors shall be informed in writing by Builders that no alcohol, non-prescription drugs, or animals shall be allowed on the job site, and that the playing of any music shall be at low sound levels so as not to disturb or intrude upon the privacy of nearby residents.

(c) Unit Owners and contractors are permitted to store construction materials and equipment on the construction site during the construction period. It shall be neatly stacked, properly covered and secured. Storage of material or construction equipment outside the approved construction site (Unit Owner's unit) may be done only with the prior approval of the Committee unless such storage is otherwise permitted in the Declaration.

(d) Any storage of material or equipment shall be the responsibility of the owner thereof or contractor, and may be done only in conformance with all applicable governmental ordinances, rules and regulations.

8. Building Size and Location.

(a) The minimum gross finished area, exclusive of basements; open porches and garages, shall be 1,400 square feet for one-story homes and 1,800 square feet for two story or multilevel homes.

(b) City of Westminster "RE" zone setback, height and lot coverage requirements apply, except as may otherwise be set forth on the plat of The Pinnacle Subdivision as recorded in Adams County, Colorado. Additionally, building setbacks shall be in accordance with the requirements of any utility, drainage or other easements which may be applicable to particular lot and which may be more restrictive that the building setback requirements otherwise set forth in this Section. No variance from these requirements, or requirements relating to any easements, may be requested unless the prior written approval of the Committee shall have been obtained.

(c) Cornices, canopies, chimneys, bay windows, or other projections above the foundation of any structure constructed on a Unit may encroach into required setbacks to the maximum allowed by the City of Westminster zoning regulations.

9. Exterior Character.

(a) Acceptable elevation styles include Colorado contemporary; most traditional or recognized classic styles or blends of recognized styles; Tudor; French influences; eastern traditional styles such as Federal, Georgian, Adam, and Craftsman. Spanish, Colonial, Santa Fe and contemporary "international" styles will not be acceptable.

(b) All homes shall include at least four (4) of the following exterior elements:

i. Horizontal offset of a minimum of four feet (4') in both the front and rear;

ii. Architectural detail around all windows;

iii. A front porch with a minimum size of fifty (50) square feet;

iv. A covered entry;

v. Bay window(s);

vi. Dormer window(s);

vii. Textured concrete, exposed aggregate or flagstone entry sidewalks;

viii. A minimum of two roof breaks (roofs that turn a comer or change elevation);

ix. A patio with a minimum area of one hundred (100) square feet

x. A cover over a patio with a minimum area of one hundred (100) square feet.

(c) Acceptable exterior materials are brick, stone, natural wood, synthetic stucco, or masonite with 8" maximum exposure. The street facade shall include a minimum of thirty percent (30%) coverage in brick or natural stone. Masonry veneer shall be consistent on all elevations, i.e., no use of both stone and brick on the exterior of the same building.

(d) Roof pitch should be consistent with the architectural style of the proposed building. On major roof forms the minimum pitch allowed is 5:12 and the maximum pitch shall not exceed 8:12. The pitch of lesser elements such as porches, dormers, etc. may vary from this range if consistent with the design. Flat roofs or mansard roofs are not be permitted. Roof material shall be cedar, cedar shake, slate, concrete tile or high definition composition shingles. No "Spanish" tiles or red tones will be permitted. Roof vents and flashing shall be painted to match the permanent roof

color, or the trim color, whichever lessens the visual impact the most. Roof vents and other roof penetrations should be located on the rear facing surfaces of the roof.

(e) Colors shall be in natural earth tones, grays, taupes and other muted colors approved by the Architectural Review Committee. Pastel colors are not permitted. Fascia, trim, columns, and beams may have accent colors. The color of exterior materials shall be generally subdued to blend with the colors of the natural landscape. Trim and siding or field colors shall not be highly contrasted from dark to light. All projections, including but not limited to, chimney flues, vents, gutters, downspouts, utility boxes, porches, railings and exterior stairways, shall match the permanent color of the surface from which they project or shall be of an approved trim color.

(d) Exterior surface of window frames shall be factory finished aluminum or vinyl with a color consistent with the design character of the building and approved by the Architectural Review Committee.

(e) No more than 12 inches (12") of exposed concrete foundation may be visible on any elevation.

10. Landscaping.

(a) Landscaping shall be installed within 60 days after initial occupancy of the residence, except for residences first occupied during the winter months in which case landscaping may be delayed until the immediately following spring. Plans for landscaping shall be submitted to and approved by the Committee prior to installation.

(b) A sprinkler system shall be installed in all yards.

(c) The appearance of the ground plane of a front and/or side yard shall be predominately sod or a combination of sod and shrubs. Sod and/or shrubs shall be installed on both sides of a driveway. In any case where a side yard of a Unit abuts a street, such side yard shall be landscaped contemporaneously with the front yard of such Unit.

11. Garages. Driveways and Parking.

(a) All Units shall have attached garages with a minimum of two parking spaces.

(b) All driveways shall be a natural tone concrete surface. Paver, brick or wood edging and/or expansion joints will be considered on an individual basis, but must conform to design and color themes of the residence. Driveways shall be constructed to specifications which consider vehicle loads such as trash trucks and moving vans. Appropriate measures must be taken to contain edges and control erosion and washouts. Driveways shall not exceed thirty feet (30') in width at the street.

(c) Off-drive parking bays or areas and circular driveways shall be permitted only if approved by the Committee. Construction shall be according to the provisions for driveways above.

12. Appurtenances.

(a) No TV, radio or special communication antennas, dishes or aerials shall be allowed on roofs. No aerial masts shall be allowed.

(b) All electric and communication line installation and connections from the point of service to the Unit shall be placed underground.

(c) A standard-size basketball backboard erected upon the roof of a garage structure and painted to match the final color of the roof shall not require specific Committee approval. Any deviation from these guidelines such as, but not limited to, free-standing boards, boards attached to the side of a house or garage, etc. shall require review and approval by the Committee.

(d) All trellises, patio covers or similar structures directly attached to a structure, shall be painted or stained to match the trim or siding color of the residence to which they are attached. All stairs, decks and balconies shall be integrated with the architectural character of the residence to which they relate.

(e) Accessory structure as permitted by the Declaration and the City of Westminster shall be architecturally compatible with the dwelling.

(f) Exterior lighting which is subdued, mounted at a height not greater than thirty inches (30"), and whose light source is not visible from adjoining dwellings, shall be allowed without Committee approval for purposes such as illuminating entrances, decks, driveways, and parking areas. Exterior lighting mounted at a height of more than thirty inches (30") shall require the prior approval of the Committee. Fascia-mounted floodlights are not allowed due to glare onto adjoining properties.

(g) If required by the United States Postal Service (USPS), mailboxes shall be installed at curbside on a common property line in conformance with USPS requirements and subject to review and approval of the Committee.

(h) Permanent street or outdoor furnishings directly visible from the street shall be submitted for review and approval of the Committed prior to installation.

(i) There shall be no more than two (2) sets of house address signage for each dwelling. Each address sign shall not exceed in overall size a total of one (1) square foot for each numeral in the address.

13. Fencing.

(a) Alteration of any fences installed by the Declarant, without the prior written consent of the Declarant, is prohibited.

(b) Fencing proposals showing alignment, design and height transitions shall be submitted to the Committee for review and approval prior to start of construction.

(c) Chain link fencing is prohibited.

14. Future Improvements. Future improvements or modifications that alter or effect the exterior appearance of a dwelling or yard must be submitted to and approved by the Committee. Examples of such improvements includes, but is not limited to: room, porch, or garage additions; repainting; playhouse, dog house, or other separate building or structure exceeding five feet (5') in height or visible from an adjacent lot, road or open space; decks or patio extensions and covers; free standing flag poles, swing sets, or sports equipment.

EXHIBIT D

to
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE PINNACLE SUBDIVISION
AMENDED AND RESTATED IN 2000

Unit	Allocation Interests attributable to the Unit
Block 1:	
Lot 1	1/28
Lot 2	1/28
Lot 3	1/28
Lot 4	1/28
Lot 5	1/28
Lot 6	1/28
Lot 7	1/28
Lot 8	1/28
Lot 9	1/28
Lot 10	1/28
Lot 11	1/28
Lot 12	1/28
Lot 13	1/28
Block 2:	
Lot 1	1/28
Lot 2	1/28
Lot 3	1/28
Lot 4	1/28
Lot 5	1/28
Lot 6	1/28
Lot 7	1/28
Lot 8	1/28
Lot 9	1/28
Lot 10	1/28
Lot 11	1/28
Lot 12	1/28
Lot 13	1/28
Block 3:	
Lot 1	1/28
Lot 2	1/28

20060314000259380 Adams Co 1/33
03/14/2006 07:36:29AM $.00
Carol Snyder,Clerk $166.00

Amended and Restated Declaration of Covenants, Conditions and Restrictions with Exhibit A, Exhibit B, Exhibit C, and Exhibit D of the Pinnacle Subdivision which were amended and restated in 2000.

Amended and Restated Declaration of Covenants, Conditions, and Restrictions with Exhibit A, Exhibit B, Exhibit C, and Exhibit D of the Pinnacle Subdivision amended and restated in 2000 amends the certain Declaration of Covenants, Conditions, and Restrictions, Exhibit A, Exhibit B, Exhibit C, and Exhibit D of the Pinnacle Subdivision signed January 10, 1997 and recorded January 15, 19976 at Reception #CO245974 Book 4919 Pages 0945-0972 of the Adams County Records.

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This amended and restated Declaration has been approved and ratified by owners of units within the Pinnacle Subdivision in 2000 to which at least sixty-seven percent (67%) of the votes in the Association are allocated. The unit owners and the Association hereby declare that all of the property within the Pinnacle Subdivision shall be held, sold and conveyed subject to the Amended and Restated Declaration, and be binding on all parties having the right, title or interest in the above described property or any part thereof, their heirs, personal representatives, successors and assigns and shall insure to the benefit of each owner thereof.

This Amended and Restated Declaration shall be effective upon recordation.

The Pinnacle Homeowners Association

Deana Bennett
President

Donald R Wilson
Secretary

9109 Winona Ct.
Westminster, Co 80031

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 16TH day of OCTOBER, 2004 by DEANA BENNETT as President and DONALD WILSON as Secretary of the Pinnacle Homeowners Association.

My commission expires: 6-17-07.

WITNESS my hand and official seal.

Jacqueline R Medrano
Notary Public

JACQUELINE R. MEDRANO
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires June 17, 2007

* Deana Bennett President
Pinnacle HOA
9109 Winona Ct. Westminster, Co 80031

20060808000802520 Adams Co 1/9
08/08/2006 08:48:34AM $.00
Carol Snyder,Clerk $46.00

FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE PINNACLE SUBDIVISION
AMENDED AND REVISED IN 2000

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITION AND RESTRICTIONS OF THE PINNACLE SUBDIVISION amended and revised in 2000 amends that certain Declaration of Covenants, Conditions and Restrictions of the Pinnacle Subdivision recorded March 14 2006 Document Reception number 20060314000259380 of the Adams County records (the Declaration). This First Amendment to the Declaration has been approved and ratified by Owners of Units within the Pinnacle Subdivision to which at least sixty-seven percent (67%) of the votes in the Association are allocated. The Unit Owners and the Association hereby declare that all of the property within the Pinnacle Subdivision shall be held, sold and conveyed subject to the Declaration, as modified by this First Amendment which shall run with the above-described property and be binding on all parties having the right, title or interest in the above-described property or any part thereof, their heirs, personal representatives, successors, and assigns and shall inure to the benefit of each owner thereof.

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1. Exhibit B to the Declaration is hereby modified and amended to conform to Exhibit B attached hereto and incorporated herein.

2. The fence improvements at the following locations in the Pinnacle Subdivision shall be considered Improvements on individual Units and shall be the responsibility of the Unit Owner to maintain pursuant to Article VIII, Section 1 (b) of the Declaration: fences along the west boundary of Lots 1 through 13, Block 1; along the most westerly 25 feet of the south boundary of Lot 13, Block 1; and along the west boundary of Lot 1, Block 3.

THE PINNACLE HOMEOWNERS ASSOCIATION

BY: _____
President

9109 Winona Ct.
Westminster, Co 80031

_____
Secretary

REVISED EXHIBIT B
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE PINNACLE SUBDIVISION
AMENDED AND REVISED IN 2000

1. The Common Elements shall include Outlots A and B of The Pinnacle Subdivision including all improvements thereon.

2. The Common Elements shall include fence improvements at the following locations in The Pinnacle Subdivision.

a. Along the east boundary of Outlot B form the southwest corner of Outlot B to the northwest corner of Lot 1, Block 2 Northridge Manor filing;
b. Along the south boundary of Outlot B;
c. Along the south boundary of Outlot A.

3. The Common Elements shall include, without limitation, such property and improvements as the Association may, from time to time, own and/or have a responsibility to maintain, repair, and/or replace.

The Unit Owners and the Association herby declare that all of the property within The Pinnacle Subdivision shall be held, sold and conveyed subject to the Declaration, as modified by the First Amendment which shall run with the above-described property and be binding on all parties having the right, title or interest in the above-described property or any part thereof, their heirs, personal representatives, successors and assigns and shall inure to the benefit of each owner thereof.

1. Exhibit B to the Declaration is hereby modified and amended to conform to Exhibit B attached hereto and incorporated herein.
2. The fence improvements at the following location in The Pinnacle Subdivision shall be considered Improvements on individual Units and shall be the responsibility of the Unit Owner to maintain pursuant to Article VIII, Section1 (b) of the Declaration: fences along the west boundary of Lots 1 through 13, Block 1; along the most westerly 25 feet of the south boundary of Lot 13, Block 1; and along the west boundary of Lot 1, Block 3.

Please find below the exact description of the construction of western fence. The style of the western fence to be the same materials, size, and detail as built by Vertex Builders and required by the City of Westminster. Any repair to and or replacement of western fence must by approved by The Pinnacle Architectural Committee. Any replacement will require a permit from the City of Westminster. Please be aware that the fence is required by city code. The fence must be maintained as shown in the ODP. Any repairs or replacements made by a homeowner must comply with ODP specifications. Violations of the code requirement could result in issuance of a zoning violation notice.

1' 9" square brick pilaster 6' tall spaced alternating property corner's of lot's.

The fence is to be made of cedar wood material. The fence post's are to be 4"x6"x8' with 2'6" buried in a concrete post fitting. Every 3rd post is to be installed on the outside of the 3-2x4 horizontal rails. This post is to be 6" taller than the pickets. The top is to be champered on the top on all 4 side's. The posts are to be spaced equally, not to exceed 8' apart. The 3 – horizontal 2"x4"x8' rails, - top rail is to be 6" down from top of pickets. Bottom rail is to be 6" up from bottom of pickets. Middle rail is to be

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 28TH day of JULY, 2006, by DEANA BENNETT as President and DONALD WILSON as Secretary of the Pinnacle Homeowners Association.

My commission expires: 12-24-2006

WITNESS my hand and official seal.

Notary Public

TERRY A. GUSHIKEN NOTARY PUBLIC STATE OF COLORADO

My Commission Expires
DECEMBER 24, 2006

centered. Pickets are to be 1"x4"x6' pickets, nailed on outside of 2"x4" rails on the city side of fence. Part B of Question one will become Letter D of Number 12 of Exhibit C to Declaration of covenants conditions and restrictions of The Pinnacle Subdivision.

The following homeowners will receive $300.00 payment to compensate for taking responsibility of Western Fence maintenance and replacement:

9159 Winona Court
9149 Winona Court
9139 Winona Court
9129 Winona Court
9119 Winona Court
9109 Winona Court
9069 Winona Court
9059 Winona Court
9049 Winona Court
9039 Winona Court
9029 Winona Court
9019 Winona Court
9009 Winona Court
4710 West 90th Ave.

By accepting payment from The Pinnacle HOA, above homeowners will not pursue any payments from the HOA for repair or replacement cost on their section of the western fence. Payment will be made to owners at time of payment of each property listed.

Note: The Board of Directors are including two letters from the City of Westminster, one dated June 12, 2003 and the second dated June 24, 2004, to give additional information on how the city viewed questions concerning The Pinnacle's fences. These letters are for information only and are not formally part of the Declaration of Covenants, Conditions and Restrictions of The Pinnacle Subdivision Amended and Revised in 2000.

WESTMINSTER

June 24, 2004

Deanna Bennett
9109 Winona Ct.
Westminster, Colorado 80031

Dear Ms. Bennett:

City of Westminster
Department of
Community Development

4800 West 92nd Avenue
Westminster, Colorado
80031

303-430-2400
FAX 303-426-5857

We are in receipt of your letter dated June 18 and have the following responses to your questions:

1. The fence on either side of Winona Court that separates outlots A and B from the adjacent lots is indeed required by the Official Development Plan (ODP).
2. While the ODP does not address maintenance of the fence, it is still the responsibility of the HOA to maintain them as shown on the ODP. This is a typical requirement Citywide.
3. NA
4. NA
5. The HOA owns outlots A and B and, as with all property owners, the HOA is therefore responsible for the maintenance of those parcels. This is typical of all detention ponds in residential developments.
6. If the outlots are not maintained, the City could consider such an infraction as a zoning violation and could cite each homeowner. I think we can all agree that that would be an undesirable solution.
7. I do not see any requirement on the ODP for the fence along the eastern boundary of outlot B. Therefore, technically it could be removed.
8. See above.

I hope this answers your questions. Please give me a call if you have any other questions or need further clarification.

Sincerely,

David Falconieri
Planner III

WESTMINSTER

June 12, 2003

Deanna Bennett
Pinnacle HOA
9109 Winona Court
Westminster, CO 80031

City of Westminster
Department of
Community Development

4800 West 92nd Avenue
Westminster, Colorado
80031

303-430-2400
FAX 303-426-5857

Dear Deanna:

I have been asked by the City Manager's office to respond to your letter of April 15 regarding the perimeter fencing in the west property line of the Pinnacle subdivision. I have reviewed the Official Development Plan (ODP) for the property and have found that the fence is required on the ODP but maintenance responsibility was not assigned by that document. As a result, unless the HOA covenants specify otherwise, each property owner abutting the fence is responsible for maintenance of their section.

In answer to the questions posed in your letter, since the fence is required by code, any determination of disrepair would be made by the City's Code Enforcement officers. Their decisions may always be appealed to the City Manager. The Code enforcement officer would determine the extent of needed repairs based on the requirements of the ODP. The fence must be maintained as shown on that document, therefore, any repairs or replacements made by the homeowners must comply with those specifications which are detailed on the ODP. Violations of that code requirement could result in the issuance of a zoning violation notice, which are heard by the Westminster Municipal Court.

The City does not enforce covenants established by HOA's. The HOA may, through whatever process is established by the Covenants, require that the fence maintenance be the responsibility of all or a portion of the homeowners, but the City will have no input into that decision, and we will not enforce it. You do not need to inform us of any such changes.

In summary, the City will only cite the appropriate individuals if it is determined that a zoning violation has occurred. The fence in question must be maintained in the condition that was specified in the ODP, and the responsibility for said maintenance legally falls

on the abutting property owners unless the HOA covenants state otherwise. Those covenants may be structured however the homeowners wish, and the City would not be involved in that process in any way.

I hope I have addressed all of your questions, but if you would like to discuss the matter further, please feel free to give me call.

Sincerely,

David Falconieri
Planner III

CC: Brent McFall, City Manager
John Carpenter, Director of Community Development
Dave Shinneman, Planning Manager

SECOND AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE PINNACLE SUBDIVISION
AMENDED AND REVISED IN 2000

THE SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PINNACLE SUBDIVISION amended and revised in 2000 amends that certain Declaration of Covenants, Conditions and Restrictions of the Pinnacle Subdivision recorded March 14 2006 Document Reception number 20060314000259380 of the Adams County records (The Declaration). This Second Amendment to the Declaration has been approved and ratified by Owners of Units within the Pinnacle Subdivision to which at least sixty-seven percent (67%) of the votes in the Association are allocated. The Unit Owners and the Association hereby declare that all of the property within the Pinnacle Subdivision shall be held, sold and conveyed subject to the Declaration, as modified by this Second Amendment which shall run with the above-described property and be binding on all parties having the right, title or interest in the above-described property or any part thereof, their heirs, personal representatives, successors, and assigns and shall inure to the benefit of each owner thereof.

1) Original Section 5 Part B on Page 4

> Annual budgets will be submitted to the Homeowners during the previous December. After the budget is ratified by a majority of the homeowners, annual assessment bills will be sent out during January, with the dues being payable by January 31. A grace period until February 15 will be allowed, after which a late charge of $10 a month will be assessed.

2) Revised Section 5 Part B on Page 4

> Annual budgets will be submitted to the Homeowners during the previous October Annual Meeting. After the budget is ratified by a majority of the homeowners who voted by absentee ballot, proxy or in person at the annual meeting, annual assessment bills will be sent out during January, with the dues being payable by January 31. A grace period until February 15 will be allowed, after which a late charge of $10 a month will be assessed.

THE PINNACLE HOMEOWNERS ASSOCIATION

BY: Diana Bennett
President

9109 Wineva Ct.
Westminster, Co 80031

Donald A Wilson
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 28TH day of JULY, 2006, by DEANA BENNETT as President and DONALD WILSON as Secretary of the Pinnacle Homeowners Association.

My commission expires: 12-24-2006

WITNESS my hand and official seal.

Notary Public

TERRY A. GUSHIKEN NOTARY PUBLIC STATE OF COLORADO

My Commission Expires
DECEMBER 24, 2006