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August 22, 2005

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Owners
The Summit at Rock Creek
Homeowners Association, Inc.

Re: **Basement Finishing**

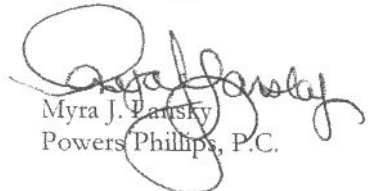
Dear Owners:

Powers Phillips, P.C., is legal counsel to The Summit at Rock Creek Homeowners Association, Inc. The Association's Board of Directors has requested that we communicate with you regarding your basements.

As you should know by now, the Association settled its litigation with the developer of the community for certain construction defects. A portion of the problems involved in the litigation and therefore, a portion of the settlement funds, were due to soil movement and cracks in foundations. Even though owners are otherwise responsible for the repair and maintenance of their basements, the Association will be performing remediation of damaged foundations with the settlement funds received for that purpose. **The Association will not, however, reconstruct or restore any basement finishes.**

As soil movement is an ongoing issue which may occur over time in the future, **PLEASE NOTE: FINISH YOUR BASEMENT AT YOUR OWN RISK.** If damage from soil movement occurs that qualifies for repair and remediation with the settlement funds, basement finishes will have to be removed to complete the work. No settlement funds were received for restoration of basement finishes and no such restoration will be performed by the Association.

Respectfully,


Myra J. Lansky
Powers Phillips, P.C.

MJL/me

**Summit at Rock Creek Homeowners Association
C/o Association & Community Management**

13585 W. Colfax Avenue
Golden, CO 80401
303-233-4646
Fax 303-233-1018

July 15, 2006

Dear Potential Buyer or Real Estate Agent:

Thank you for your interest in the Summit at Rock Creek Homeowners Association.

The Summit at Rock Creek Homeowner's Association Board reached a monetary settlement with D.R. Horton to resolve our construction defect lawsuit in June 2005.

Currently the Board of Directors is working with Professional Investigative Engineers (PIE) and Palace Construction. PIE has been hired as the Project Engineer & Representative; Palace Construction has been hired as the General Contractor to complete the work at building 39 and has been selected to be the contractor for the remainder of the project.

Included with this letter you will find the Site Phase Map and Schedule. This identifies the projected dates of when construction will begin at each building. Site wide roofing and window repairs will be conducted this summer thru the fall. We are also pleased to announce Phase I repairs will begin in September.

Thank you for your cooperation now and in the past.

Sincerely,



Summit at Rock Creek Board of Directors

Encl: July 14, 2006 Letter with Site Phasing Map
Letter dated May 19, 2006 – Powers & Phillips
Letter dated August 22, 2005- Powers & Phillips
2006 Approved Budget
Index of Expert Reports (Disk copies can be obtained from Management Company)

**Summit at Rock Creek HOA
Association & Community Management**

13585 W. Colfax Ave.
Golden, CO 80401
303-233-4646
Fax 303-233-1018

July 14, 2006

Summit Homeowners
2855 Rock Creek Circle
Superior, CO 80027

RE: Updates to Re- Construction Schedule, Roofing, Windows & Facility Use

Dear Homeowners,

All the information contained in this letter is very important, please read through the letter in it's entirety. Thank You.

The Board of Directors is pleased to announce and provide to you the newly revised construction schedule. The board, management and PIE have been very busy working on the attached Site Phasing Schedule.

Roofing: Horn Brothers Roofing will begin replacing the roofs starting the week of July 24, 2006, the schedule identifies the roof work on the building as **R1** through **R43**. R1 being the 1st building to have the roofs replaced and proceeding to R43 as the last building for the roofing project. The roofing project is expected to take a little over 3 months, weather permitting, beginning the week of July 24, 2006 and continuing through October 2006.

Satellite Dish Antenna Owners -- The roofer will remove the dish antenna from the roof. The homeowner will be responsible for calling the installer to have the antenna reinstalled. This may mean that you could be without service for several days. The antenna cannot be placed back on the roof nor can cable be run over the roof. If the antenna is placed on the roof, the homeowner will have to have it removed and could be charged as much as \$1,000 to repair the roof and satisfy the warranty issue. It is recommended that you contact your Satellite Dish Provider prior to the roof work being started and have the antenna placed in an approved location, such as the fascia board-please call the HOA to confirm location before you have the antenna installed. Call Melissa at 303-233-4646.

Window Flashing Repairs: Palace Construction will begin the Building Envelope Repairs July 31, 2006. The schedule identifies the building envelopes as **W1** through **W43**. W1 being the 1st building to have window flashing repaired and proceeding to W43 as the last building being completed for the window project. The building envelope project is expected to take five months beginning the week of July 31, 2007 and continuing through December 2006.

**Summit at Rock Creek HOA
Association & Community Management**

13585 W. Colfax Ave.
Golden, CO 80401
303-233-4646
Fax 303-233-1018

If you are the original owner and you have problems with condensation between your window panes, you may be able to have your windows replaced or repaired by the manufacture. It is strongly recommended that you proceed with having any warranty issues addressed before Palace Construction begins work. We have attached the Manufacture Warranty Information with this letter for your review.

If you would like to replace and upgrade your windows at your expense during the time the flashing is repaired, please contact Melissa at 303-233-4646. Palace Construction will provide a cost to install the windows for you. This would be a very cost effective approach to upgrading your windows if you choose to do so.

Structural Repairs: Palace Construction expects to begin Structural Repairs to the buildings in Phase 1, which are identified as Green buildings on the map and are numbered **S1** through **S10**. All phase one owners will be contacted in August to attend a pre-construction meeting.

We would like to thank each and every homeowner and resident for their patience during the construction project. We understand that there will be inconveniences and we will try to get through this as smooth and quickly as possible. If you have any questions, suggestions or concerns please do not hesitate to give Melissa with ACM a call at 303-233-4646.

FACILITY USE: We need your help! The Summit has received extensive damage this year from vandalism to the Clubhouse and Pool. We encourage all residents to report any suspicious or foul behavior to ACM at 303-233-4646 and the Boulder Sheriff at 303-441-4444. The HOA needs to update all information on Owners and Residents of the Summit at Rock Creek. All owners are required to complete the Clubhouse Access Agreement and the Waiver and Indemnity Agreement. Please complete both forms and return by mail to the address listed above or by fax to 303-233-1018. **Both forms must be received by August 1st. If you do not return your forms by August 1, 2006, your key fob will be turned off and access to the clubhouse and pool will be restricted until the forms are received.**

If you should have any further questions, concerns or comments, please do not hesitate to contact me at 303-233-4646.

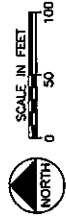
Sincerely,



Melissa Kesler-Keithly, Association Manager
Summit at Rock Creek Homeowners Association
/Mk



SITE PHASING



LEGEND

	24 BUILDING NUMBER
	BUILDING 28
	30 JANUARY 2006 - 30 AUGUST 2006
	PHASE I
	1 SEPTEMBER 2006 - 28 SEPTEMBER 2007
	2 SEPTEMBER 2006 - 28 SEPTEMBER 2007
	3 SEPTEMBER 2006 - 28 SEPTEMBER 2007
	R24 ROOF REPAIR SEQUENCE
	24 JULY 2006 - 30 OCTOBER 2006
	W24 WINDOW AND DOOR SEQUENCE
	31 JULY 2006 - 1 DECEMBER 2006
	PHASE II
	11 SEPTEMBER 2007 - 23 JUNE 2008
	PHASE III
	11 JUNE 2008 - 31 MARCH 2009
	CONSTRUCTION TO BE COMPLETED BY PHASE III

VINYL WINDOW LIMITED LIFETIME WARRANTY

Linford Brothers Glass Co. Inc. warrants vinyl windows and doors to be free of defects in material or workmanship that significantly impairs their operation and proper usage. This warranty applies for a lifetime provided they are installed and maintained in accordance with the manufacture's instructions and good construction practices.

This warranty applies to windows and doors purchased after July 1, 1993 for use in owner-occupied single family or condominium homes. Linford Brothers Glass Co. will repair or furnish replacements for products or components found to be defective, or at its option refund the original purchase price of the product.

Linford Brothers Glass Co. warrants that the original sealed insulating glass units of your Linford window or door will be free of defects in material obstruction of vision from film formation caused by dust or moisture in the dead air space of the sealed unit. Should unit failure occur within ten (10) years from the date the product was originally ordered, Linford Brothers Glass Co. will furnish a replacement sealed insulated glass unit as follows:

- During the first year the glass and labor will be covered at no charge.
- After the first year and through the fifth year the glass is not charged for but labor will be charged.
- After the fifth year and through the tenth year the glass cost will be prorated and the labor will be charged.
- All chargeable glass and labor will be billed at current list prices on the date claim was made.

This warranty is provided to the original homeowner as long as you own and occupy the residence. If the original homeowner sells the home within five (5) years of the date the Linford window or door was originally ordered, Linford Brothers Glass Co. will provide your buyer with an amended warranty. In such case the warranty will be limited to the period of time beginning with the original order date of the home and ending five (5) years from the date the product was originally ordered.

This warranty is limited and does not cover the following: products that are not paid for; glass breakage; products used in non vertical glazing; altered or reinstalled products; problems relating to applied finishes, applied sealants, caulking or tape; insulating unit seal failure that is incidental to glass breakage; failures caused by structural settlement, vibration, excessive localized heat, or high moisture environments; failure caused by application of films to the glass surface other than those by the manufacturer, plastic sheeting placed over the windows to protect them for whatever reason, window shades that are insulated or that are reflective in nature and do not allow for proper air movement, damage due to abuse, harmful fumes, vapors or chemicals; improper installation, (such as units installed without setting blocks and/or conditions that will not allow moisture to weep to the outside of the window); incorrect use or application; natural weathering or acts of God. Linford Bros. does not warrant against uniform fading or color change due to normal weather conditions. This warranty excludes incidental or consequential damages such as the costs of repairing or replacing property damaged as a result of product failure of any other causes. Furnishing replacement for the original product or component, including any insulating glass unit, shall not extend the time period covered by warranty. The replacement product or component shall be warranted only for the unexpired portion of the warranty covering the original product furnished, and does not extend to labor costs or incidental, consequential or other damages.

This is the entire warranty, and no employee or representative of Linford Brothers Glass Co. has authority to change or modify it.

Selection of Linford windows to conform to all local applicable laws and ordinances, building codes and safety requirements is the sole responsibility of the architects, homeowner and/or contractor. Linford Brothers Glass Co. has no responsibility in this regard.

Linford Brothers Glass Co. has the right to discontinue or make changes to any of its products. If the products or components covered by the warranty are not available, Linford Brothers Glass Co. shall have the right to furnish a

substitute, replacement component or product that, in Linford's opinion, is of equal quality or value.

THIS WARRANTY IS IN LIEU OF, AND EXCLUDES, ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.

Any claim made under the provisions of this warranty should be made to:

Salt Lake City Office
1245 South 700 West
Salt Lake City, UT 84104
Phone: (801) 972-6161
Email: infoslc@linfordglass.com

Denver Branch
500 East 76th Avenue, Unit A
Denver, CO 80229
Phone: (303) 853-8441
Email: infodenver@linfordglass.com

St. George Branch
492 North Old Highway 91 #3
St. George, UT 84737
Phone: (435) 986-1250
Email: infostgeorge@linfordglass.com

Include with your claim proof of your original home ownership or proof of your original purchase of the Linford window or door in question. With any claim under this warranty, Linford reserves the right to inspect the product in place as originally installed.

The Summit at Rock Creek

Clubhouse Access Agreement

General Information

Programmable fobs control access to the Summit at Rock Creek clubhouse facilities. Permission to access the facilities is verified upon its use. The serial number of the fob is recorded by unit and its use may be restricted, monitored, or recorded. Within a unit, no distinction is made between fobs or among owners. In the interest of the investment by the HOA in the clubhouse facilities, the following information is provided and signature below by the owner is required to indicate acceptance of these terms.

Member in Good Standing

I understand that the clubhouse and its facilities are paid for by The Summit at Rock Creek Homeowners' Association (HOA). Use of and access to these facilities is contingent upon membership in and good standing with the homeowners' association and access may be either suspended or revoked as deemed appropriate by the HOA.

Clubhouse Rules and Regulations

I agree to use the Summit clubhouse and appurtenant facilities in accordance with the spirit of the rules and regulations as adopted and modified by the Board of Directors. Misuse of the facilities may result in revocation of clubhouse privileges and/or other HOA sanctions. Access to and use of the clubhouse facilities may be modified as an action of the HOA.

Replacement or Additional Fobs

I understand that one (1) fob per owner of record. Replacement, due to loss or damage, will require the owner to purchase a new fob through the HOA consistent with the terms in effect at the time of the request. A fee, which will be set by the HOA depending upon individual cost for the fob, will be required for replacement. IF I discover that my fob is misplaced, stolen or in unauthorized possession, I will notify the HOA immediately for its deactivation.

Authorized Access

Access fobs are provided for use as a privilege associated with membership in the HOA. The homeowner is the HOA member and is, therefore, responsible for its use and distribution. Any sanctions associated with the use of the clubhouse facilities will be placed against the owner-member. Owners are responsible for the use of their fob, regardless of who uses it (owner, tenant, guest, etc.). In the event that a fob is believed to be used for unauthorized access, the HOA may suspend its use to prevent access while verifying its possession.

Unit Owner: _____

Unit Number: _____

Owner Phone _____

Signature: _____

Date: _____

Tenant Name _____

Date: _____

Tenant Phone _____

Tenant Signature _____

Lease Expiration Date: _____

For HOA use ONLY

Form Accepted by: _____ **Date:** _____ **Fob ID #:** _____

WAIVER, RELEASE, COVENANT NOT TO SUE, AND INDEMNITY

THIS WAIVER, dated this ___ day of ___, 20___ is entered into between the Summit at Rock Creek Homeowners Association Inc. ("Association") and _____, "Participant."

Definitions:

A. "Participant" is the person whose signature appears at the end of this document and who desires to participate in an Activity or Activities, sponsored by, affiliated with or at the Summit at Rock Creek Homeowners Association Inc .

B. "Activities" include all activities involved with the Association, including, but not limited to, Exercise and Machine Room at Clubhouse, Swimming Pool, Spa and all other Clubhouse facilities and use .

Recitals:

In consideration for the approval of Participant's involvement in the Activities, the undersigned, jointly and severally, makes the following statements, agreements, commitments, waivers, releases, covenants, indemnities and representations:

A. Representations.

Participant represents and warrants that he/she is fully aware of the Activities and that Participant is fully able to understand and evaluate the risks of the Activities and that Participant is physically able to engage in such Activities.

B. Waiver, Release, Discharge, Covenant Not to Sue and Indemnity.

The undersigned hereby waives all claims of liability that Participant or Participant's legal representatives, successors, assigns, agents, contractors, licensees, invitees, tenants, guests, or members of Participant's family, may have against the Association, and ~~Participant hereby agrees to indemnify and hold harmless the Association, its agents, employees, legal representatives and their successors and assigns from and against any and all claims, liabilities, losses, demands, and court costs (including reasonable attorneys' fees) arising from any property damage or any personal injury to, or death to, any persons, including but not limited to the participant and/or the participant's spouse, child or children, as a result of Participant, or Participant's successors, assigns, agents, contractors, licensees, invitees, tenants, guests, or members of Participant's family, participating in any manner whatsoever, in the Activities. Participant shall promptly pay to the Association, its successors and/or assigns, the full amount of any such costs, loss or damage which the Association, its successors and/or assigns may sustain or incur, or for which the Association, its successors or assigns may become liable.~~

C. Assumption of Risk.

The undersigned, on behalf of themselves, their personal representatives, heirs, successors, assigns, and children, hereby assume all risks of participation in the "Activities" by "Participant" whether such risks are caused by negligence of the Association or any person or otherwise.

D. Emergency Medical Care.

Although the undersigned acknowledges there is no obligation of any person to provide them medical care during or after the "Activities" in the event emergency medical care is rendered to any of the undersigned, they hereby consent to such care.

Each of the undersigned has read and fully understands the statements made above and voluntarily signs this Waiver, Release, Covenant Not to Sue, and Indemnity and agrees that no oral representations, warrants, statements or agreements, apart from this Instrument, have been made to them. This Instrument is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado. If any portion is held invalid, it is agreed that the laws of the State of Colorado shall govern this Instrument.

Participant

Date: _____ Age:

Participant

Date: _____ Age:

Parent of Participant
(If participant is under the age of 18 years)

Date: _____ Age:



P O W E R S P H I L L I P S , P . C .

ATTORNEYS AT LAW

700 17th Street, Suite 1600
Denver, Colorado 80202-3501

MYRA J. LANSKY
Direct (303) 382-4166
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Fax (303) 293-8938
mlansky@ppbfl.com
www.ppbfh.com

As of May 19, 2006

Potential Buyers

**Re: The Summit at Rock Creek Homeowners Association, Inc.
 Our File No. 01-2001-000**

Powers Phillips, P.C., is legal counsel to The Summit at Rock Creek Homeowners Association, Inc. The Association's Board has requested that we communicate with you regarding mold remediation within units.

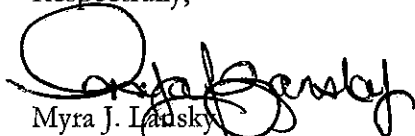
The Summit at Rock Creek is a townhome community in which each owner has record title to his or her lot and the improvements located upon the lot. Maintenance, repair and insurance responsibilities for all improvements on a lot belong to the owner of the lot unless shifted to another by an agreement. The Association's Declaration of Covenants contains such agreements to shift some of the individual owners' responsibilities for their property to the Association. Each owner becomes a party to these agreements by the act of purchasing property subject to the Declaration.

According to the provisions of the Declaration, the Association would be responsible for remediation of mold within units to the extent that the Association's insurance policy provides coverage for the remediation of mold. The owners are responsible for the costs of mold remediation within their units to the extent such work is not covered by the Association's insurance. Mold remediation is not covered by the Association's insurance.

The cause of the water intrusion into units was the subject of a lawsuit against the developer of the property by the Association. The lawsuit has been settled and no funds were recovered to perform mold remediation inside units. Funds were obtained for grading, drainage and structural issues to correct the causes of the water intrusion over the next several years and for which work has begun.

Any concerns with mold remediation within units must be addressed solely between buyer and seller.

Respectfully,


Myra J. Lansky
Powers Phillips, P.C.

MJL/me
c:Board of Directors
The Summit at Rock Creek Homeowners Association, Inc.
Association & Community Management



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August 22, 2005

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Owners
The Summit at Rock Creek
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Re: **Basement Finishing**

Dear Owners:

Powers Phillips, P.C., is legal counsel to The Summit at Rock Creek Homeowners Association, Inc. The Association's Board of Directors has requested that we communicate with you regarding your basements.

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As soil movement is an ongoing issue which may occur over time in the future, **PLEASE NOTE: FINISH YOUR BASEMENT AT YOUR OWN RISK.** If damage from soil movement occurs that qualifies for repair and remediation with the settlement funds, basement finishes will have to be removed to complete the work. No settlement funds were received for restoration of basement finishes and no such restoration will be performed by the Association.

Respectfully,

Myra J. Lansky
Powers Phillips, P.C.

MJL/me

Please note: this letter applies to basements that were finished after the HOA filed suit, January 30, 2003. The HOA performed inspections of each unit and has records of the basements that were finished prior to this date.

PLAINTIFF SUMMIT AT ROCK CREEK INDEX OF EXPERT REPORTS

	Beginning	Ending	
Disk#	Bates Numbers	Bates Numbers	Name of Report
1	PIE 1-28-2002 Preliminary Observation SRC0001	PIE 1-28-2002 Preliminary Observation SRC0047	PIE January 2002 Preliminary Observation Summary
2	MFG 11-18-03 SRC0001	MFG 11-18-03 SRC0429	MFG November 2003 Preliminary Geotechnical Investigation
3	PIE 12-1-2003 Building Envelope SRC0001	PIE 12-1-2003 Building Envelope SRC2216	PIE December 2003 Building Envelope w/Photos
4	PIE 12-1-2003 Civil/Structural SRC0001	PIE 12-1-2003 Civil/Structural SRC2688	PIE December 2003 Civil/ Structural
5	PIE 12-1-2003 ASTM Water Testing SRC0090	PIE 12-1-2003 ASTM Water Testing SRC1181	PIE December 2003 ASTM Water Testing
6	HOPE 2-17-04 SRC00001	HOPE 2-17-04 SRC0008	John Hope February 2004 Expert Estimate
7	MFG 8-04 SRC00001	MFG 8-04 SRC01163	MFG August 2004 Geotechnical Investigation Report with Appendices A-I
8 thru 11	PIE BLDG ENVELOPE 9-22-04 SRC00001	PIE BLDG ENVELOPE 9-22-04 SRC03832	PIE September 2004 Building Envelope Engineering Evaluation Report
12	PIE CIVIL 9-22-04 SRC00001	PIE CIVIL 9-22-04 SRC00187	PIE September 2004 Civil Report
13	PIE Powerppint Presentation SRC00001	PIE Powerpoint SRC00118	PIE April 2004 Power Point Presentation

PLAINTIFF SUMMIT AT ROCK CREEK INDEX OF EXPERT REPORTS

	Beginning	Ending	
Disk#	Bates Numbers	Bates Numbers	Name of Report
14 thru 15	PIE STRUCTURAL 9-22-04 SRC00001	PIE STRUCTURAL 9-22-04 SRC03075	PIE September 2004 Structural Engineering Report
16 thru 19	PIE-WINDOW FLASHING SRC00001	PIE WINDOW FLASHING SRC07779	PIE September 2004 Window Flashing Report
20	MFG 9-23-04 SRC01164	MFG 9-23-04 SRC01179	EXHIBIT A:MFG Addendum Letter
21	MFG 9-23-04 SRC01180	MFG 9-23-04 SRC01187	EXHIBIT B:MFG Opinions & Recommendations
22	FISHER 10-1-04 SRC00001	FISHER 10-1-04 SRC00014	EXHIBIT C: FISHER October 1, 2004 Report
23	FISHER 10-1-04 SRC00015	FISHER 10-1-04 SRC00025	EXHIBIT D: FISHER Summary of Opinions

Summit at Rock Creek Community News



Construction at the Summit!

If you take a look around the community, you will notice a buzz of activity. Professional Investigative Engineers, Palace Construction and Horn Brothers Roofing are moving forward with the Building Envelope Repairs and Roof Replacement. PIE is the Project Engineer, Valerie Heaton with PIE is the Project Representative for the Summit. Palace Construction is the general contractor hired to complete the building envelope repairs. Horn Brothers Roofing has been hired to replace the roofs. Palace Construction and PIE share an onsite office at Unit #289. Carl Hopkins, the site superintendent for Palace and Valerie can be found at Unit #289 or walking about the community daily. We would like to thank you for your patience during the construction and we are looking forward to a winter with NO Leaks!

What else should I expect with the Roof Replacement & Window Repairs?

For the Building Envelopes:

The work will take approximately 5 days on the trim and siding and approximately 3 days on the caulking, and approximately 5 days on the painting. Buildings 20-35 will be painted before the structural repair, all others will be painted after the structural repair. The building envelope repair requires the removal and replacement of the exterior trim and some siding around the windows. The vibration from the pounding on the walls could cause pictures and valuables to fall. Please remove all items from walls and shelves. Broken items due to the building repair are the homeowner and tenant responsibility.

The HOA has contracted with Pro Link Communications to move satellite dishes off roofs and window trim for the remainder of the project. If you experience any satellite dish trouble, please call Melissa with ACM at 303-233-4646.

We request all homeowners and tenants to remove their contents from the exterior of their unit (including decks). We will not be responsible for broken contents around the parameter of the building that are not removed.

The field staff will not be using the individual unit electricity; they will be using the H.O.A. electricity and setting up separate outlets per building.

Inside this issue:

Who do I Contact	2
When are the Structural Repairs going to begin?	3
How will the structural repairs affect residents?	3
Summit gets a face lift!	3
What is my building Number?	4
Friendly Reminders	4
Get involved with your community	5
Conserve Water	5
Pool Scheduled to Close	6

What else should I expect with the Roof Replacement & Window Repairs? Continued



With the roofing and the building envelope repairs, you may receive some interior damage. You may notice your drywall around the window to crack, or nails that have popped and are now showing. All interior cosmetic repairs will be scheduled for the phase three structural (buildings 20-35); as soon as we have the exterior repairs completed, painted, and signed off. Buildings in Phase 1 and 2 Structural as identified on the site phase map will have interior repairs completed **after** the structural repairs are completed.

For the Roof Replacement:

As with the building envelope repairs Horn Brothers will notify you in advance with a notice posted on your door. This notice will let you know that roofing will begin soon on your building. Please be prepared by following the instructions below.

Before Construction Begins:

1. Remove valuable collectibles from outside walls, as the vibration may cause them to fall.
2. Electrical, telephone, security and air conditioning lines should not be installed directly underneath the roof deck. If there are any such lines, Horn Brothers should be notified before construction begins. The HOA or Horn Brothers can not be responsible for damages resulting from improperly installed lines or line within six inches of the roof deck.
3. Move outdoor potted plants indoors & move outdoor furniture to middle of patio or deck.

During Construction:

1. Disarm burglar alarm, vibrations may activate it.
2. Confine pets indoors or away from home.

After Construction:

1. Check to make sure that all gates are locked before letting your pets outside.
2. Please help by double-checking for overlooked nails.

Construction Office

Site Office: Unit 289
Site Hours: 7:30-4:30 M-F
(typically)

PIE Engineer:

Valerie Heaton
303.905.4325

Bob Burley
Paul Fogelman
Carl Hopkins
303-777-7999

Who do I contact if I have a question or problem?

Roof Replacement– Please call Horn Brothers at 303-274-1111, the contacts at Horn Brothers are:

Doug Mason–Team Leader, Keith Igoe–Project Supervisor and Manuel Rocha– Operations Manager.

Building Envelope Repairs: Please call Palace Construction at 303-777-7999, the contacts with Palace are Bob Burley-Project Manager and Paul Fogelman– Assistant Project Manager.

You can also contact Melissa with ACM at any time with any question, concern or suggestions– 303-233-4646.

When are Structural Repairs expected to begin?

Phase 1 of the structural repairs were expected to begin in September. This has been delayed and we now expect Phase 1 to begin in October or November of this year.

Phase 1 includes Buildings 1,2,3,4,5,6,37,14,43,18 & 19.

Phase 2 of the structural repairs are expected to begin in September of 2007 and should finish in June 2008.

Phase 2 includes Buildings 7,8,9,10,11,12,13,15,16,17,36,41,38,40 & 42

Phase 3 of the structural repairs are expected to begin in June 2008 and finish up in March of 2009. Phase 3 includes Buildings 20,22,23,24,25,26,27,28,29,30,31,32,33,34 & 35

All homeowners will be notified well in advance prior to the start of construction. A pre-construction meeting will be held with the affected homeowners in each phase to discuss the details of construction once the scope of work and repair design has been approved.

Currently the engineers and the board are looking at every option and alternative for the repair design. We are working to come to a solution that will have the least amount of impact on the residents along with the common goal of repairing the defects throughout the community.

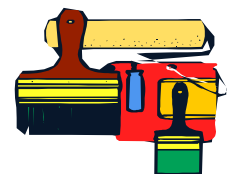


How will the Structural Repairs affect residents?



This is a hard question to answer until the repair design is approved, however we wanted to give you an idea of what to expect once construction begins. The construction is anticipated to take 2 to 4 months to complete the repair for each building. Homeowners with basements will lose the use of the basement during construction. The HOA has contracted with United Moving to pack and store all basement items. This cost will be paid by the HOA. If you have laundry facilities within the basement, you will be able to use the laundry facilities at the clubhouse during construction. The HOA has purchased commercial grade washers and dryers for resident use during construction. The facilities are locked and can only be used by residents who have a key. Keys will only be issued once construction begins at your unit. There are some buildings that the garage use will be affected by the construction repairs, in this case all garage items will be packed and stored with United Moving as well. Construction is noisy and can be disruptive at times. We appreciate your cooperation and patience during construction. We are happy to be on the road to recovery and are looking forward to a rebuilt community.

Summit at Rock Creek gets a face lift!



It was suggested in March that the Board should look into changing the paint colors of the buildings. The board advertised for a Paint Committee in the April newsletter and a paint committee was formed. For the last several months the paint committee has worked on a new look for the community. At the August 1st board meeting the paint committee presented their recommendations to the Board for approval. We are pleased with the selection of colors and have received many compliments. Once all the buildings are painted the Summit will consist of five color schemes. The color schemes and buildings are identified on a map located within the construction office at Unit #289. If you would like to see what color your building will be, take a moment to stop by the office. We would like to extend our sincerest thanks to all who worked so hard and volunteered their time for this project.

What is my Building Number?

<i>Bldg #</i>	<i>Unit #'s</i>	<i>Bldg #</i>	<i>Unit #'s</i>	<i>Bldg #</i>	<i>Unit #'s</i>
1	Units 101-104	15	Units 174-178	29	Units 245-250
2	Units 105-109	16	Units 179-182	30	Units 251-255
3	Units 110-113	17	Units 183-188	31	Units 256-261
4	Units 114-117	18	Units 189-192	32	Units 262-266
5	Units 118-121	19	Units 193-198	33	Units 267-272
6	Units 122-128	20	Units 199-204	34	Units 273-277
7	Units 129-134	21	Units 205-208	35	Units 278-282
8	Units 135-140	22	Units 209-212	36	Units 283-288
9	Units 141-144	23	Units 213-217	37	Units 289-292
10	Units 145-151	24	Units 218-222	38	Units 299-304
11	Units 152-157	25	Units 223-228	39	Units 293-298
12	Units 158-164	26	Units 229-233	40	Units 311-316
13	Units 163-168	27	Units 234-239	41	Units 305-310
14	Units 169-173	28	Units 240-244	42	Units 317-322
44	Bldg 44 Clubhouse			43	Units 323-326

For your information... Friendly reminders

- The board of Directors typically meets on the last Tuesday of each month at the clubhouse at 7:00 PM. All owners are welcome to attend the monthly board meetings.
- Any exterior changes including installation of Satellite Dishes, need to be approved prior to installation. Please contact ACM for more information at 303-233-4646.
- Pay your dues on time & never worry about another late payment by signing up for ACH payments. This is a great way to pay your dues each month and it is easy to sign up. Call Carrie with ACM for more information and Sign up today!
- Be sure to disconnect your hose from your exterior spigot! If you leave it hooked up, there is a very good chance that water in the hose will freeze and break the spigot.
- This is the time of year when you need to change your furnace filter and check the batteries in your smoke detectors.
- Holiday Decorations may be displayed, however must be removed 30 days after the holiday.
- Trash Cans may be place outside the evening prior to the day of pick up and must be brought back inside the day following pick up.
- Pet owners are required to pick up after their pets immediately while out walking or when pet waste is deposited within fenced patio areas.
- Please be respectful of your neighbors and keep noise levels down.



Would you like to get involved with your community?

The Architectural Control Committee currently only has 1 member! This committee reviews Architectural Improvement Request Forms when received. Most of the work is completed via email.

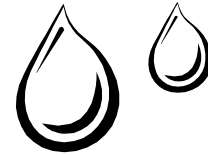
We would also like to see more volunteer participation with the Grounds Committee. Currently this committee gives recommendations to the board of directors about the landscape & maintenance contracts, lighting contracts and provides recommendations on landscape replacements or updates within the community.

We would also like to form a Social Committee and a Budget Committee.

If you would like to help and get involved with your community, please call Melissa with ACM at 303-233-4646.

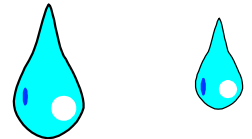
“If you would like to help and get involved with your community, give Melissa with ACM a call at 303-233-4646”

Please help save thousands of HOA dollars by conserving water!



Did you know... Water and Sewer expenses budgeted for 2006 equal \$74,000! This line item can cause increases to the HOA fees if owners do not help conserve water use within their units. Each month the Board and Management monitor water use in each building. Please help the HOA save on this expense by following the water wise tips below:

- ◆ Inside your house, bathroom facilities claim 75% of the water used.
- ◆ Never pour water down the drain when there may be another use for it such as watering plants or cleaning around your home.
- ◆ Verify your home is leak free. Coordinate with your neighbors in the building. Turn off all water in the units, and then read the water meter. Read the meter again after a two hour period of no water use. If the meter does not read exactly the same, there is a leak.
- ◆ Repair dripping faucets by replacing the washer. If your faucet is dripping at a rate of one drop per second you can expect to waste 2,700 gallons of water per year. **If we assume one faucet in each unit is dripping one drop of water per second, Summit HOA is wasting 610,200 gallons of water per year!**
- ◆ Retrofit all household faucets by installing aerators with flow restrictors to slow the flow of water.
- ◆ Check for toilet tank leaks by adding food coloring to the tank. If the toilet is leaking, color will appear in the toilet bowl within 30 minutes. Check the toilet for worn out, corroded or bent parts. Most replacement parts are inexpensive, readily available and easily installed. (Flush as soon as your test is done, since food coloring is still in your tank.)
- ◆ If your toilet handle frequently sticks in the flush position letting water run constantly, replace or adjust the handle.



Pool scheduled to close September 25th



In preparing for the cold weather, the last day the pool will be open is September 24th. Quality Pools and Spas will begin to winterize the pool on Monday September 24th.

A few reminders when using the Clubhouse and Hot Tub this fall and winter season:

U The hot tub will remain open through the fall and winter. Please remember to put the cover back on the hot tub while not in use. This will help save on heating costs.

U We have had to replace the hot tub cover grommets several times this year and they are quite costly to repair. Please be careful when removing the cover, be sure to unlock each grommet prior to lifting up the cover and secure each again when placing cover back on.

U Be sure to use the locker room to access the hot tub, if any of the other doors are opened, the alarm will sound.

U If you are the last to leave the clubhouse, please turn off all lights.

U If you see any suspicious activity at the clubhouse, please call ACM at 303-233-4646 to report.

U Clubhouse hours are 5:30 AM to 10:00 PM, Sunday–Thursday and 5:30 AM to 11:00 PM Friday–Saturday– Management can identify who is in the clubhouse after hours with the card reader system. Please adhere to the posted hours. Thank you for your cooperation.

Summit at Rock Creek Homeowners Association

Professionally Managed By:

Association & Community Management

Melissa Keithly- melissa@aacm.us

13585 W Colfax Avenue- Golden 80401

495 Uinta Way #210-Denver 80203

303-233-4646 Fax 303-233-1018

SUMMIT AT ROCK CREEK

General Repairs

Full Crawlspace Units – Including Walkout Units

Structural Repair Items

- Foundation wall lateral stiffening.
 - Structural steel tubes will be installed that run from one end of the building to the other or in each of the corners.
 - In walkout homes a buttress may be installed on the interior of the basement, opposite the walkout
 - In a few cases, counterforts maybe installed on the exterior
- Structural floor repairs.
 - Additional structural steel tubes maybe installed which run from the front of the unit to the rear under the basement floor and under the first floor or in each of the corners.
 - Blocking may be installed to straighten floor joists and to provide stability.
- Basement floor top plates secured to steel beams.
- Monopost plumbed and bolted to base.
- Epoxy grout all foundation cracks larger than 1/16".
- The front concrete porch may be replaced on a case by case basis, or a new slab on grade porch installed.
- The rear concrete steps may be replaced if necessary.
- Steel shims will be properly secured at all beam locations.
- Beam pockets will be grouted.
- Openings into crawlspace areas will be re-designed and repaired if necessary.
- Foundation walls will be excavated to provide the required void depth.
- Lateral braces will be provided at each monopost at the crawlspace level and at the basement level.

General Repair Items

- Re-grade exterior as necessary
- Isolate garage doorjamb from garage slab on grade.
- Install individual interior perimeter drains and sumps, if necessary.
- Excavate additional earth in crawlspace for clearance.
- Removal of all construction debris.
- Install vapor barrier throughout crawlspace.
- Install new crawlspace ventilation system.
- Reset existing water heater with a metal drain pan and drain lines to the main floor drain.
- All fire ratings between units and garage will be restored.
- Repair cosmetic damage to interior from structural movement (drywall cracks and separations.)
- Portions of garage slab and driveway replacement as needed.

Architectural Repair Items - Completed

- Roof Replacement
- Install flexible flashing around all windows and patio doors.
- Install new trim at all windows and patio doors.
- Replace damaged siding.

Partial Crawlspace Units

Structural Repair Items

- Garage concrete slab on grade will be replaced if necessary (full &/or partial)
- Main floor top plates secured to steel beams.
- Monopost plumbed and bolted to base.
- Epoxy grout all foundation cracks larger than 1/16" Steel shims will be properly secured at all beam locations.
- Beam pockets will be grouted.
- Openings into crawlspace areas will be re-designed and repaired if necessary.
- Foundation walls will be excavated to provide the required void depth.
- Lateral braces will be provided at each monopost at the crawlspace level.
- Helical Piers & or adjustable pier caps may be installed on foundation walls as required by engineer

General Repair Items

- Re-grade exterior as necessary
- Isolate garage doorjamb from garage slab.
- Exterior perimeter drain for building may be installed.
 - 2 sumps with pumps may be installed at the end units if natural daylight cannot be installed.
 - Electrical to be provided by HOA.
 - Homeowner to allow inspection of sump by HOA as needed.
- Remove all construction debris.
- Install vapor barrier throughout crawlspace.
- Install new crawlspace ventilation system.
- Reset existing water heater with a metal drain pan and drain lines to the main floor drain.
- All fire ratings between units and garage will be restored.
- Repair cosmetic damage to interior from structural movement (drywall cracks and separations.) Some may already be completed

Architectural Repair Items - Completed

- Roof Replacement
- Install flexible flashing around all windows and patio doors.
- Install new trim at all windows and patio doors.
- Replace damaged siding.

Slab on Grade Units (Drive Unders)

Structural Repair Items

- Concrete slab on grade will be replaced, if necessary.
- Foundation wall lateral stiffening.
 - New grade beams will be installed at each unit
 - New buttresses will be installed in each end unit
- Structural floor repairs.
 - New structural floor will be installed at each unit
- Epoxy grout all foundation cracks larger than 1/16".
- Steel shims will be properly secured at all beam locations.
- Beam pockets will be grouted.
- Portion of foundation walls will be excavated to provide the required void depth.

General Repair Items

- Re-grade exterior as necessary
- Isolate garage doorjamb from garage.
- Install individual interior perimeter drains, with sumps.
- All fire ratings between units and garage will be restored.
- Repair cosmetic damage to interior from structural movement (drywall cracks and separations.)

Architectural Repair Items - Completed

- Roof Replacement
- Install flexible flashing around all windows and patio doors.
- Install new trim at all windows and patio doors.
- Replace damaged siding.

WAIVER AND RELEASE

_____ ("Owner") states that (s)he is the record owner(s) of the property located at _____ (the "Property") within The Summit at Rock Creek Homeowners Association, Inc. ("Association.")

During the week of March 1st, 2005, the Association reached a monetary settlement with D.R. Horton to resolve a construction defect lawsuit regarding known and yet unknown construction defects within the Association. The Association's Board of Directors has determined the scope of repair and remediation to be performed with the funds received from the settlement based on the advice and expertise of engineers, architects and construction professionals ("Project.")

In consideration of the mutual promises set forth and by signature below, the Owner and the Association acknowledge, agree and covenant as follows:

1. Using funds from the settlement, the Property's structural deficiencies as identified in the engineering reports and Project contract documents will be remediated at the direction of the Association;
2. To facilitate the remediation work, personal property of the Owner located in the basement and/or garage at the Property will have to be removed;
3. The Association has contracted with Alliance Relocation for removal from the Property, storage, and replacement to its original location of the Owner's personal property located in the basement and/or garage at the Property;
4. Such contract with Alliance Relocation includes insurance coverage for the Owner's personal property in the amount of sixty cents (\$.60) per pound per article which shall be the extent and limit of the Association's liability for damage to personal property caused by removal from the Property, storage, or replacement to its original location at the Property;
5. Owner may purchase, at Owner's sole expense, Full Value (no deductible) insurance coverage directly from Alliance Relocation for a premium of seventy-five cents (\$.75) per one hundred dollars (\$100.00) of content value for the transit, and an additional twenty cents (\$.20) per one hundred dollars (\$100.00) of content value per month while the items are in storage;
6. In no event, shall the Association's liability for damages to personal property caused by removal from the Property, storage, or replacement to its original location at the Property, exceed the amount of insurance coverage provided by Alliance Relocation, whether as included in the Association's contract with Alliance Relocation or purchased by Owner;

7. In consideration for remediation to the Property and removal from the Property, storage, or replacement to its original location at the Property of Owner's personal property, Owner, for her/himself, and her/his heirs, executors, administrators, successors and assigns does hereby release, discharge and hold harmless The Summit at Rock Creek Homeowners Association, Inc., and its officers, directors, agents, employees, and associates from all claims, losses or causes of action arising from damage caused by removal from the Property, storage, or replacement to its original location at the Property of Owner's personal property;
8. The estimated duration of the Project work at the Property is a range of between one (1) month and four (4) months, although the actual duration is not within the control of the Association;
9. During the Project work at the Property, contractors may need to utilize Owner's electrical supply for equipment used in the work that needs electricity to operate;
10. Association shall reimburse Owner for such electrical use by contractors in an amount calculated as use in excess of an average monthly amount of usage based on electric bills for the Property from the previous year for the same time period as the work, upon presentation and verification of such documentation;
11. Owner specifically acknowledges that remediation of construction defects at the Property, limited provision for personal property and electrical reimbursement to facilitate remediation as part of the Project, does not alter or enlarge the Association's responsibilities with regard to the Property as provided in the Declaration of Covenants, Conditions and Restrictions of The Summit at Rock Creek Townhomes as recorded in the real property records of Boulder County on January 27, 2000, at Reception No. 2017426; and
12. Owner's ownership and responsibilities for the Property remain unchanged by the Project work or anything contained herein.
13. If Owner's basement has been finished without proper permit and code compliance, Owner shall be responsible for all costs incurred to correct such code deficiency and such amount will be collectible by the Association as an assessment against the Property.

Dated _____

OWNER:

ASSOCIATION:

By: _____